



23

CORPORATE CERTIFICATE
LONGWOOD OWNERS' ASSOCIATION, INC.

The undersigned certifies that she is the duly appointed and acting President of Longwood Owners' Association, Inc., (the "Association"). The Association is the property owners' association for Longwood Subdivision, which is a subdivision in Montgomery County, Texas, according to the map or plat thereof of record under Clerk's File No. 8145968 in Plat Cabinet C, Sheet 186B, of the Map Records of Montgomery County, Texas (the "Subdivision").

The Subdivision is subject to certain dedications, covenants and restrictions as set out in the recorded plat of the Subdivision and as set out in the restrictions and covenants applicable to Longwood Subdivision, dated May 21, 1997, of record under Clerk's File No. 9730777, Film Code No. 261-00-0433, *et seq.*, in the Office of the County Clerk of Montgomery County, Texas.

The Association is a Texas non-profit corporation, and attached hereto as Exhibit "A" are true and correct copies of the following: (1) Certificate of Incorporation of Longwood Owners' Association, Inc., (2) Articles of Incorporation, Longwood Owners' Association, Inc. (a Non-Profit Corporation), and (3) Seventh Amendment to the Bylaws of the Longwood Owners' Association, Inc.

Signed this 2 day of February, 2010.

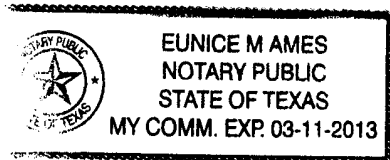
LONGWOOD OWNERS' ASSOCIATION, INC.

By: Nell Craig
NELL CRAIG, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED TO BEFORE ME on the 2nd day of February, 2010, by NELL CRAIG, President of LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

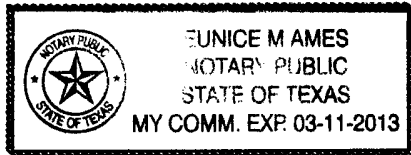


Eunice M. Ames
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 2nd day of February, 2010, by NELL CRAIG, President of LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Eunice M. Ames
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Longwood Owners' Association, Inc.
c/o Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

EXHIBIT “A”

To Corporate Certificate

LONGWOOD OWNERS’ ASSOCIATION, INC.

- *Certificate of Incorporation of Longwood Owners’ Association, Inc.*
- *Articles of Incorporation, Longwood Owners’ Association, Inc. (a Non-Profit Corporation).*
- *Seventh Amendment to the Bylaws of the Longwood Owners’ Association, Inc.*



The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

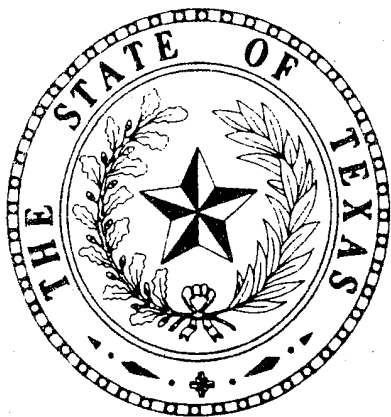
LONGWOOD OWNERS' ASSOCIATION, INC.
CHARTER NUMBER 01145896

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAR. 12, 1990



John S. Bayard Jr.
Secretary of State

ARTICLES OF INCORPORATION

FILED
In the Office of the
Secretary of State of Texas

LONGWOOD OWNERS' ASSOCIATION, INC.
(A Non-Profit Corporation)

MAR 12 1990

Corporations Section

The undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a non-profit corporation hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is LONGWOOD OWNERS' ASSOCIATION, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is a non-profit corporation.

ARTICLE FOUR

The purposes for which the corporation is organized are:

1. To provide an organization to carry out the purposes and intent of Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision according to Declaration on file in the Real Property Records of Montgomery County, Texas, under Film Code #187-01-0973, and to act as the "Association" as therein defined; said subdivision being known as LONGWOOD, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas.
2. To further promote and develop the common good and welfare of the people residing in Longwood Subdivision and the community of which it is a part.
3. Without limiting the foregoing general statement of purposes, the corporation shall have the following specific purposes:

(a) To aid, promote and provide for the establishment, advancement and perpetuation of any and all utilities, systems, services and facilities permitted by law for the above described property which tend to promote the general welfare of the inhabitants with regard to health, safety, education, culture, recreation, comfort or convenience to the extent and in the manner being desirable by the Board of Directors.

(b) To operate and maintain or provide for the operation and maintenance of any properties which may be from time to time designated or conveyed to the corporation for the general welfare of the inhabitants with regard to health, safety, education, culture, recreation, comfort and convenience.

(c) To enforce all covenants, restrictions, reservations, servitudes, profits, conditions, agreements, easements and liens established for the support and/or benefit of the Corporation for which it may be legally entitled to enforce, and to disburse and use the proceeds of any such charges and to use and disburse any funds which may come into the hands of the Corporation for the promotion of any and all of the purposes of the Corporation in a lawful manner determined by the Board of Directors.

(d) To do any and all lawful things and acts that the Corporation may from time to time, at its discretion, deem to be from the benefit of the above described property and the inhabitants thereof or advisable, proper or convenient for the promotion of the interest of said inhabitants with regard to health, safety, education, culture, recreation, comfort or convenience of such community.

ARTICLE FIVE

The street address of the initial office of the corporation is 414 West Phillips Street, Conroe, Texas 77301, and the name of its initial registered agent at such address is Gerald J. Creighton, Jr.

ARTICLE SIX

The number of Directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

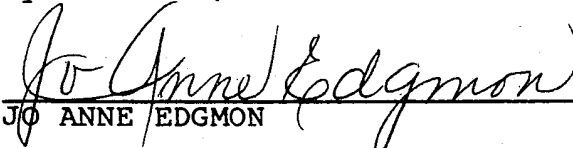
<u>Name</u>	<u>Address</u>
Gracie Dorman	901 Longmire Road No. 9 Conroe, TX 77301
Carol Cooper	901 Longmire Road No. 2 Conroe, TX 77301
Jo Ann Gilliam	901 Longmire Road No. 6 Conroe, TX 77301

ARTICLE SEVEN

The name and address of the incorporator is:

Jo Anne Edgmon
414 West Phillips Street
Conroe, TX 77301

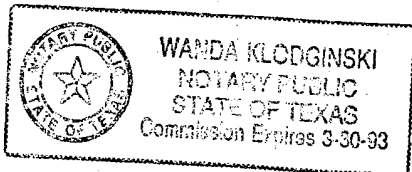
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this the 8th day of March, A. D. 1990.

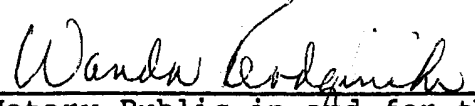

JO ANNE EDGMON

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

I, WANDA KLODGINSKI, a Notary Public, do hereby certify that on this the 8th day of March, 1990, personally appeared before me JO ANNE EDGMON, who, being by me first duly sworn, declared to me that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.




Notary Public in and for the
State of Texas

**SEVENTH AMENDMENT TO THE
BYLAWS
OF THE
LONGWOOD OWNERS' ASSOCIATION, INC.**

In accordance with ARTICLE XIII, Section 1. Amendment. of the BYLAWS OF LONGWOOD OWNERS' ASSOCIATION, INC., dated December 29, 1982, and as revised March 21, 1990, and as further amended March 8, 1994, and as further amended October 19, 1994, and as further amended October 26, 1995, and now since no protection is due Washtenaw V. Inc. because they no longer own property in the Subdivision, a majority of a quorum of Members present in person or by proxy have voted to amend said BYLAWS by replacing all Articles in their entirety with the following amended document. Henceforth, all references to the Bylaws of Longwood Owners' Association, Inc. in the Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision and in the Articles of Incorporation or wherever else referenced shall refer to this amended document.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LONGWOOD OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at such place within Montgomery County, Texas as the Board of Directors of the Association may designate from time to time.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Declaration" shall mean and refer to the "Third Amended and Restated - Declaration of Covenants, Conditions and Restrictions for Longwood Subdivision which is

on file in the Real Property Records of Montgomery County, Texas, under Clerk's File Number _____, and all subsequently recorded amendments; said subdivision being known as LONGWOOD, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map of Records of Montgomery County, Texas.

Section 3. Other definitions contained in the Declaration referenced above shall have the meanings indicated in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the Members of the Association shall be held during October of each year, beginning at 7:00 o'clock P.M. on a date and at a place to be designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or any person authorized to call a meeting, by mailing a copy of such notice, postage paid, not less than 10 days nor more than 60 days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. A reasonable location for any membership meeting shall include, but shall not be limited to any public meeting facility in Conroe, Texas.

Section 4. Quorum. The presence at the meeting of Members entitled to vote plus all proxies entitled to be voted, which when combined are equal to at least one-fourth (1/4) of the sum of the entitled votes of the Membership, but not less than 10 votes, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be executed in writing by the Member, shall appoint as proxy another Member, or the Member's agent holding under the Member's durable power-of-attorney, and must be filed with the Secretary prior to the meeting at which it is in force. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Dwelling. No proxy shall be valid after eleven (11) months after the date of its execution, unless otherwise provided in the proxy.

Section 6. Voting. All Owners are Members of the Association. Each Dwelling Owner shall have a single vote, even if that Member owns multiple Dwellings. If two or more persons or entities are recorded as joint owners of a Dwelling, they are collectively defined as the Dwelling Owner and thus collectively as a Member, and therefore, together they are entitled to one vote.

Each Building Site Owner shall have 1/3 vote, even if that Member owns multiple Building Sites. If two or more persons or entities are recorded as joint owners of a Building Site, they are collectively defined as the Building Site Owner, and therefore, together they are entitled to 1/3 vote.

An Owner of both a Dwelling and one or more undeveloped Building Sites shall have one vote. Separate ownership of multiple properties by spouses, whether Dwellings or Building Sites, is considered joint ownership for the purposes of voting and they shall have only a single vote or 1/3 vote as determined by the property owned.

No Member may cumulate his or her votes at any meeting, for any purpose.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board of five (5) directors, who must be Dwelling Owners and Members of the Association. The President shall be a Dwelling Owner and a Member of the Association and also shall be one of the five (5) directors.

Section 2. Term of Office. The directors elected by the Members of the Association shall hold office until successors are elected and qualified at an annual meeting. The Board of Directors will be divided into three classes of two (2), two (2) and one (1) persons who serve staggered, three-year terms. At each annual meeting, the Members shall elect that number of directors whose terms expire at such time. No director may serve two, consecutive three-year terms, but must remain out of office for one full term before standing again for election.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least 10 days before each annual meeting, to serve from the time of appointment until the appointment of a new Nominating Committee the following year. The Nominating Committee shall make as many nominations for election to the Board of Directors

as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All persons nominated must be Members of the Association.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot, unless a majority of the sum of the entitled votes present in person or by proxy at a meeting elect to conduct the voting by any other means. At such election, the Members or their proxies may vote their entitled one or 1/3 vote. The person receiving the largest number of votes shall be elected. Voting for each vacancy to be filled shall be conducted separately, e.g. if two directors are to be elected, two ballots would be required.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a vote of a majority of the sum of the entitled votes of the Members of the Association at any regular or special meeting of the members, having such removal as one of its stated purposes. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board and to serve for the unexpired term of the vacant position.

Section 6. Compensation. No director shall receive compensation for any service rendered to the Association in the capacity as director; provided, however, any director may be reimbursed for his or her actual expenses incurred in the performance of associated duties.

Section 7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held at least quarter-annually at such place, date and time as may be reasonable and necessary to conduct the

business of the Association. Regular meetings shall be held when called by the President of the Association after giving not less than three (3) days notice, or at a regularly scheduled time and place determined in advance by the Board of Directors, for which no further notice shall be necessary. A reasonable location for such meetings shall include, but not be limited to any dwelling in the Subdivision.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any director after not less than three (3) days notice to each director, which notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of directors, but in no event less than three (3) directors, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A director may vote in person or by proxy executed in writing by the director. Every proxy shall be revocable unless expressly provided to be irrevocable and unless otherwise made irrevocable by law. Minutes of all director's meetings that have been approved by a subsequent meeting of the Board shall be mailed to all members.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following rights and powers:

- (a) to manage and maintain any Common Properties and Facilities and any adjacent or included public properties subject to the Association's authority and control; and to make assessments annually therefor, and for other purposes, all subject to the provisions of the Declaration;
- (b) to construct, or contract construction of, or acquire properties and facilities required for operation or improvement of the subdivision or for recreational use by the Members, however construction or acquisition of any

recreational or other facilities requiring special assessments or indebtedness by the Association shall require prior approval by a majority of the sum of the entitled votes of the Members of the Association.

- (c) to charge reasonable admission and other fees for the use of any recreational facilities located on Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of Common Properties and Facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provisions to govern and control the use of Common Properties and Facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use Common Properties and Facilities, or any part thereof, at the same time;
- (d) to suspend the voting rights of a Member and the right of the Member, the rights of the Member's immediate family or the Member's guests to use any recreational Common Facility of the Common Properties during the period the Member is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against the Member's Dwelling or Building Site; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;
- (e) to enter management or operating contracts or both, as well as agreements relative to the maintenance and operation of Common Properties and Facilities, in such instances and on such terms as the Board of Directors may deem appropriate; to operate recreational facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating

rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Directors may deem appropriate; however, all contracts for services, leases or concession rights of any kind must be approved by a majority of the Board and must be cancelable on thirty (30) days notice unless otherwise approved by a majority of the Members in a called or regular meeting of the Association membership;

- (f) to exercise such other rights and powers granted to this Association and not reserved to the Membership by the Declaration, the Articles of Incorporation of the Association, or other provisions of these bylaws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to vote one-fourth of the sum of the totaled entitled votes of the Membership;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) fix the amount of each annual Maintenance Expense Charge assessment against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of the due date and, at that time, prepare a roster of the properties and Maintenance Expense Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner; and thereupon

to send to every Owner subject thereto written notice of the Maintenance Expense Charge due; which annual assessment shall be set in an amount not to exceed EIGHT HUNDRED DOLLARS (\$800) per Dwelling per year (with one-third of the fixed amount per Dwelling to be assessed against each Building Site) , unless a greater amount is approved by a majority of the sum of the entitled votes of the Members within the limits and conditions established by the Declaration;

- (d) fix the amount of each special assessment against properties subject to the jurisdiction of the Association, as approved by the Membership in accordance with the Declaration, at least thirty (30) days in advance of the due date and, at that time, prepare a roster of the properties and Special Assessment Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner; and thereupon to send to every Owner subject thereto written notice of the Special Assessment Charge due;
- (e) take such action as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- (f) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (g) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and

- (h) cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (i) to determine the uniform amount of liability insurance that all General Contractors must maintain before being permitted to construct homes in the Subdivision, pursuant to paragraph 10.4(b)(ii) and 10.5(3) of the Declaration.
- (j) to determine the uniform amount of damage and clean-up deposit that all Contractors must deposit with the Association prior to beginning construction of any new home in the Subdivision, pursuant to paragraphs 10.4(b)(vii) and 10.5(3) of the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President; a Secretary; and a Treasurer, each of whom shall be at all times a Dwelling Owner, a Member of the Association and a member of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, or until a successor shall be elected and qualified, unless the officer shall sooner resign, or shall be removed, or is otherwise disqualified to serve. Officers shall be allowed to serve in an office for the three (3) years of their term as director, if elected each year by the Board.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of which shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Authority to Sign Checks or Contracts. The Board, from time to time, may authorize any person or persons, who need not be officers or directors, but who must be Members of the Association, to sign checks or contracts binding the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind and revoke such authority granted to any person. Such authority to sign checks may be given to a person or persons in conjunction with or in lieu of the authority of the Treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the Treasurer of the Association shall have sole authority to sign the Association's checks, and the President and Secretary shall have the sole authority to sign contracts, unless the Board of Director's should direct otherwise by a specific resolution. Except for expenditures of no more than three hundred dollars (\$300) for necessary maintenance and repair or in case of an emergency, no individual Board member is authorized to commit the Association to any expenditures or contractual obligation, whether written or not, without Board approval.

Section 6. Resignation and Removal. The Board of Directors may at any time remove any officer from office with or without cause by the vote of the majority of the entire Board of Directors. Such removal shall not operate to remove such person from the Board of Directors, and such person shall remain a member of the Board of Directors unless and until removed by the Members, as provided in these Bylaws. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date the Association receives such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 8. Duties. The duties of the officers of the Association are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all Leases, Mortgages, Deeds and other written instruments and shall co-sign all Promissory Notes.
- (b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act and shall exercise and discharge such other duties as required by the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice, when required, of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all Promissory Notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make them available for inspection by Members of the Association during normal business hours.

- (e) Compensation. The officers shall receive no compensation for their services but shall be reimbursed for actual expenses incurred, subject to approval by the Board of Directors.

ARTICLE VIII

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in Article IV, Section 3 of these Bylaws. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its duties and purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall be in the custody of the Secretary. The originals of the Declaration, the Articles of Incorporation and the Bylaws shall be kept in a safety deposit box. Copies of the books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. Copies of the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member, upon request, at a place within the Subdivision designated by the Secretary.

ARTICLE X

MAINTENANCE CHARGE AND OTHER ASSESSMENTS

Section 1. Liability of Owner; Collection by Association. As more fully provided in the Declaration, each Member is obligated to pay to the Association a certain annual Maintenance Expense Charge and any special assessment levied in accordance with the Declaration which charges and assessments are secured by a continuing lien upon the property against which the Maintenance Expense Charge or special assessment is assessed. Maintenance Expense Charges

for the year are due, in advance, on January First of the budget year to which they apply. If the Maintenance Expense Charge is not paid and received by February First of the budget year to which it applies, it shall be deemed delinquent and, without notice, shall bear and accrue interest beginning on the day of delinquency and continuing until the charge and all accrued and unpaid interest are paid in full. A special assessment shall be deemed delinquent if unpaid within thirty (30) days after the due date established by the Board at the time the special assessment is levied and will be enforced as herein specified for the Maintenance Expense Charge. The interest charged on delinquent payments will be determined by the Board in accordance with the terms of the Declaration.

Section 2. Collection. The Association may retain an attorney (a) to collect all charges and interest due, and/or (b) to bring an action at law against the Owner personally obligated to pay the same, and/or (c) to foreclose the lien against the property, all as necessary to collect charges due, unpaid interest, costs and reasonable attorney's fees incurred for any such collection effort or action. No Owner may waive or otherwise escape liability for the Maintenance Expense Charge, or any special assessment provided for herein, by non-use of any of the facilities or services provided by the Association or by abandonment of a Dwelling or Building Site or for any other reason whatsoever.

Section 3. Amount of Assessment. As more fully provided in the Declaration, the Board of Directors may decrease or increase the amount of the annual Maintenance Expense Charge assessment at any time and from time to time by adopting a resolution for such purpose, but no resolution increasing such assessment shall become effective prior to thirty (30) days from the date of its adoption, but subject to and according to the provisions of the Declaration.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The LONGWOOD OWNERS' ASSOCIATION, INC. may indemnify and hold harmless its present or former directors and officers to the fullest extent permitted by law from damage, loss,

reasonable costs and expenses incurred, or liability that results from any threatened or actual litigation resulting from service as a director or officer of the corporation. Such indemnification may include, without limitation, advancing or reimbursing the director's or officer's reasonable expenses.

ARTICLE XII

LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

As more fully provided in the Declaration, no director or officer shall be liable to the Association or to any Member or to any property owner or resident in the Subdivision for monetary damages for an act or omission in the director's or officer's capacity as officer or director, except to the extent the director or officer is found liable for: (a) an act or omission not in good faith that constitutes a breach of duty or involves intentional misconduct or a knowing violation of the law; (b) an act or omission for which an improper benefit is received, whether or not the action was taken within the scope of the director's or officer's office; or (c) an act or omission for which liability is expressly provided by an applicable statute. If the applicable law is amended after the date of the adoption of these bylaws to authorize action further eliminating or limiting personal liability of directors or officers of non-profit corporations, then the liability of the directors and officers of the Association shall be eliminated or limited to the fullest extent permitted by such statutes.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and within the center the word "Texas."

ARTICLE XIV

AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the sum of the votes to which those present are entitled if a quorum of Members is present in person or by proxy.

Section 2. Conflict. In a case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

RECOMMENDED by the Board Of Directors and approved and agreed to by a majority vote of a quorum of Members present in person or by proxy at a special meeting of the Members of the LONGWOOD OWNERS' ASSOCIATION, INC. this 14th day of May, 1997.

IN WITNESS WHEREOF, we, being the Directors of LONGWOOD OWNERS' ASSOCIATION, INC., have hereunto set our hands this 21st day of May, 1997.

Aue Gordon, President

Robert M. Reed, Treasurer

Nelle Craig, Vice President

David Auer, Board Member

Emma Muse Secretary

FILED FOR RECORD

02/03/2010 2:59PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

02/03/2010



Mark Tumbull

County Clerk
Montgomery County, Texas