

**CORPORATE CERTIFICATE  
LONGWOOD OWNERS' ASSOCIATION, INC.**

The undersigned certifies that he/she is the President of Longwood Owners' Association, Inc. (the "Association"). The Association is the property owners' association for Longwood Subdivision, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the Eleventh **Amendment to the Bylaws of Longwood Subdivision**, Revised September 2021, is attached to this certificate.

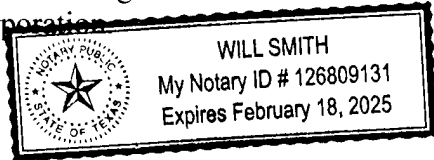
Signed this 5th day of Sept 2021.

LONGWOOD OWNERS' ASSN. INC.

By: David C. Frame  
DAVID C. FRAME, President

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

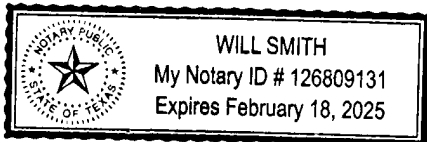
Sworn to and subscribed before me on the 5th day of October, 2021, by DAVID C. FRAME, President of Longwood Owners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Will Smith  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 5th day of October, 2021, by DAVID C. FRAME, President of LONGWOOD OWNERS' ASSOCIATION, INC., and BECKY MUSE, Secretary of LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Will Smith  
NOTARY PUBLIC, State of Texas

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

**ARTICLE 1  
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 2  
DEFINITIONS**

**Section 2.1.** "Association" shall mean and refer to LONGWOOD OWNERS' ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

**Section 2.2.** "Declaration" shall mean and refer to the "Sixth 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 2020081575; 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 2.3.** Other definitions contained in the Declaration referenced above shall have the meanings indicated in the Declaration.

**ARTICLE 3  
MEETINGS OF MEMBERS**

**Section 3.1** **Annual Meetings.** The regular annual meeting of the Members of the Association shall be held during October of each year, beginning at 7:00 pm on a date and at a place to be designated by the Board of Directors.

**Section 3.2** **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 3.3** **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 hand delivery to each member, or by mailing a copy of such notice, postage paid, by facsimile, via email address provided by the Member-Homeowner, or email address from the owner/membership registrar, not less than ten (20) days nor more than sixty (60) days before such meeting to each Member entitled to vote at such meeting. 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 3.4 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 ten (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 3.5 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 are entitled to one vote.

Each Building Site Owner shall have a one third (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 are entitled to one third (1/3) vote.

An Owner of both a Dwelling and one or more undeveloped Building Sites shall have one vote. Separate ownership or 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 one third (1/3) vote as determined by the property owned.

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

**Section 3.6 Methods of Voting.** At all meetings of Members, the voting rights of a Member may be cast or given by:

- a. In person or by proxy at a meeting of the Association; or
- b. By absentee ballot; or
- c. By electronic ballot, e-mail, facsimile, or smart phone.
- d. Any combination of the above.
- e. Members shall have at least 10 days from date of receipt of an electronic ballot to cast their vote.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the Texas Property Code.

**Section 3.7 Proxies.** 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.

#### **ARTICLE 4** **BOARD OF DIRECTORS**

**Section 4.1 Board of Directors.** The affairs of the 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 4.2 Terms 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.

**Section 4.3 Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. 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 twenty (30) 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. Nominations from the floor for a Director will not be accepted when electronic voting is utilized, or a Candidacy Solicitation Notice has been delivered to all Owners.

**Section 4.4 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 elects 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 candidate/s receiving the largest number of votes shall be elected. In the case of a tie vote for a single board position, a runoff election conducted by those present at the annual meeting, or by proxies, shall determine a winner. For two board positions, if there is a tie in most votes, both candidates shall be elected. If there is a tie for the second most votes, a runoff is required by those present at the meeting.

**Section 4.5 Election Vote Tabulators.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person with the third degree of consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

**Section 4.6 Director Appointments.** Any Board member whose term has expired must be elected by the owners who are Members of the Association. A Board member may be appointed by the Board only to fill a vacancy caused by resignation, death, or removal, as provided in these Bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

**Section 4.7 Recount Procedures.** A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held or the announcement of a ballot result, require a recount of votes in accordance with Section 209.0057 of the Texas Property Code.

**Section 4.8 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 4.9 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 association duties.

## **ARTICLE 5** **MEETING OF DIRECTORS**

**Section 5.1 Regular Meetings.** Meeting of the Board of Directors shall be held at least quarterly 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 to all Directors, or at a regularly scheduled time and place determined in advance by the Board of Directors. A reasonable location for such meetings shall include, but not be limited, to any Dwelling in the Subdivision.

**Section 5.2 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 72 hours' notice to each Director, which notice may be waived at or prior to such meetings.

**Section 5.3 Notice of Meetings.** Members shall be given notice of the date, hour, place and general subject of a regular or special meeting of the Board, including a general description of any matter brought up for deliberating in executive session. The notice shall be:

- a. Mailed to each member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or
- b. Provided at least seventy-two (72) hours before the start of the meeting by:
  - 1) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Property; or
  - 2) posting on a conspicuously located private property within the Subdivision, or
  - 3) posting the notice on an Internet website maintained by the Association, or

- 4) by sending a notice by e-mail to each owner who has a registered an e-mail address with the Association.

**Section 5.4** **Open Board Meetings.** Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the Minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditure approved in executive session.

**Section 5.5** **Meetings without Notice.** The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the Minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on: damage assessment, initiation of foreclosure actions, increases in assessments, levying of special assessment, or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

**Section 5.6** **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 Directors present at a duly held meeting at which a quorum is present shall be regards 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 directors' meeting that have been approved by a subsequent meeting of the Board shall be sent to all Members, by electronic message transmission to Members who have provided an electronic message address.

## **ARTICLE 6**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 6.1** **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 provision 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 shall be binding upon, complied with 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 Members the rights of the Member's immediate family or Member's guest to use any 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 contract 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 sum of the entitled votes 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 6.2 Duties.** It shall be the duty of the Board of Directors to provide continuity in management for the Subdivision.

- a. Cause to be kept a complete set of minutes 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.
- 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 is deemed appropriate on any property or facilities owned by the Association. The Association shall also carry Directors and Officers Liability Insurance for all volunteers who perform duties and have responsibilities for the Association.
- h. Cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- i. Determine the uniform amount of liability insurance that all General Contractors must maintain before being permitted to construct homes in the Subdivision, pursuant to Section 10.4 b. 2). and Section 10.5 c. of the Declaration.
- j. Determine the uniform amount of damage and cleanup deposit that all Contractors must deposit with the Association prior to beginning construction of any new home in Subdivision, pursuant to Article 4, Section 4.4 b. 7). and Section 4.5 c. of the Declaration.

**ARTICLE 7**  
**OFFICERS AND THEIR DUTIES**

**Section 7.1 Enumeration of Officers.** The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer, and a Property Manager 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 7.2 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 7.3 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 7.4 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 7.5 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 authority of the Treasurer to sign checks. In the absence of any appointments by the Board under this Article 7, 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 Directors 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 7.6 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 7.7 Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer replaced.

**Section 7.8 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 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. **Property Manager**. The Property Manager shall coordinate and oversee all repairs and maintenance to the Common Areas of the Subdivision; shall contact vendors to provide goods and services; shall seek multiple bids for projects deemed to be of major financial outlay by the Board of Directors; shall inspect completeness, accuracy, and cleanup of all work performed; and shall recommend to the Treasurer when work is completed and funds may be dispersed.
- f. **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 8** **COMMITTEES**

The Board of Directors shall appoint a Nominating Committee, as provided in ARTICLE 4, Section 4.3 of these Bylaws. The Board of Directors shall sanction an Architectural Control Committee (ACC) who will work with Owners to maintain the integrity, design, and harmony (aesthetics) of Dwellings, Common Areas, and Building Sites. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its duties and purpose.

## **ARTICLE 9** **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 safe or 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 10**

### **MAINTENANCE CHARGE AND OTHER ASSESSMENTS**

**Section 10.1 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 of the year are due, in advance, on January 1 of the budget year to which they apply. If the Maintenance Expense Charge is not paid and received by February 1 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 delinquent payments will be determined by the Board in accordance with the terms of the Declaration.

**Section 10.2 Collection.** The Association may retain an attorney to:

- a. Collect all charges and interest due; and/or
- b. Bring an action at law against the Owner personally obligated to pay the same; and/or
- c. 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 10.3 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 purposes, 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 Declarations.

**Section 10.4 Real Estate Transfer Fees.** . An Owner Transfer fee of TWO HUNDRED FIFTY DOLLARS (\$250) shall be due and payable to the Association upon transfer at closing on any lot or home in the Longwood Subdivision. The requirement for subdivision information, including resale certificate for property subject to mandatory membership in a property owners'

association (Chapter 207, Texas Property Code) TREC NO. 37-5 is an additional ONE HUNDRED DOLLARS (\$100).

**ARTICLE 11**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The LONGWOOD OWNERS' ASSOCIATION, INC. shall 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 shall include, without limitation, advancing or reimbursing the director's or officer's reasonable expenses.

**ARTICLE 12**  
**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 director or officer, 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; or
- b. An act of 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 13**  
**CORPORATE SEAL**

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

**ARTICLE 14**  
**AMENDMENTS**

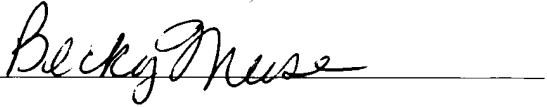
**Section 14.1** **AMENDMENT**. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the sum of the votes to which those present are entitled if a quorum of Members is present in person or by proxy. Alternatively, in accordance with the Texas Business Organizations Code, these Bylaws may be amended by the Board of Directors of the Association.

**Section 14.2** **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.

Signed this 5<sup>th</sup> day of October, 2021.

LONGWOOD OWNERS' ASSOCIATION, INC.

BY:   
David C. Frame, President

BY:   
Becky Muse, Secretary

**AFTER RECORDING RETURN TO:**

LONGWOOD OWNERS' ASSOCIATION  
901 Longmire Road, #57  
Conroe, Texas 77304

Doc # \_\_\_\_\_

FILED FOR RECORD

10/05/2021 12:11PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of the illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was file and recorded.

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

10/05/2021



County Clerk  
Montgomery County, Texas