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**CORPORATE CERTIFICATE
OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC.**

The undersigned certifies that he is the Attorney for Oakridge Forest Homeowners' Association, Inc. (the "Association"). The Association is the property owners' association for Oakridge Forest, a subdivision in Montgomery County, Texas, according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the **BYLAWS OF OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC. (Amended March 2016)**.

Signed this 17th day of March, 2016.

Bryan P. Fowler

BRYAN P. FOWLER, *Attorney for the Association*

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

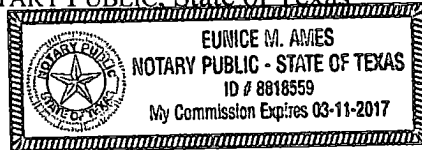
SWORN TO AND SUBSCRIBED BEFORE ME on the 17th day of March, 2016, by **BRYAN P. FOWLER**, Attorney for OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation.

Eunice M. Ames

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

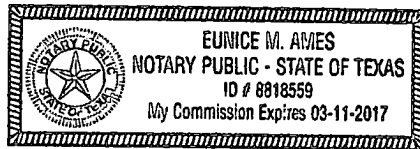
COUNTY OF MONTGOMERY §



This instrument was acknowledged before me on the 17th day of March, 2016, by **BRYAN P. FOWLER**, Attorney for OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Eunice M. Ames

NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

PI145-2016026097-13

**BY-LAWS
OF
OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC.
(Amended March 2016)**

ARTICLE I

NAME AND LOCATION

The name of the corporation is OAKRIDGE FOREST HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Montgomery County, Texas, but meetings of members and directors may be held at such places as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

"Association" shall mean and refer to Oakridge Forest Homeowners' Association, Inc., its successors and assigns.

"The Subdivision" shall mean and refer to all of the property described in and subject the Declaration of Covenants, Conditions and Restrictions for Oakridge Forest, Sections One, Two, and Three and any additions thereto subject to the Declaration or any supplemental declaration.

"Common Areas" shall mean those areas of land shown as such on any plat or replat of the properties recorded by Declarant, as defined in the Declaration, and intended to be devoted to the common use and enjoyment of the owners of the properties. This definition does not include common property shown on any plat except those recorded by the Declarant.

"Lot" shall mean and refer to each of the lots completed and accepted by the county as shown on the Subdivision Plat or Replats filed or to be filed or record which are incorporated under the subdivision.

"Owner" shall mean and refer to the record owner, including any contract seller, whether one or more persons or entities, of the fee simple title to any Lot within The Subdivision, but, notwithstanding any applicable theory of mortgages, shall not mean or refer to any mortgagee unless and until such mortgagee have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to The Subdivision.

“*Member*” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held no later than two years from the date of incorporation of the Association on a date and at a time to be set by the Board of Trustees, and each subsequent regular annual meeting of the Members shall be held annually on a date and at an hour determined by the Board of Trustees.

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

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 person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote, 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, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members and proxies entitled to cast twenty-five percent (25%) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. An absentee or electronic ballot, as provided for in these Bylaws, shall be counted as an Owner present and voting for the purpose of establishing a quorum for items appearing on the ballot. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote 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.

Additionally, notwithstanding any other provision contained in these Bylaws, in the absence of a quorum at a meeting of Members, the meeting may be adjourned and immediately reconvened for the sole purpose of conducting Trustee elections. The quorum required for election of Trustees at the reconvened meeting shall be the number of votes cast in person, by proxy, by absentee ballot, or electronic ballot.

Section 5. Methods of Voting. The voting rights of a Member may be cast or given:

- (a) in person or by proxy at a meeting of the Association;
- (b) by absentee ballot; or
- (c) by electronic ballot by electronic mail or facsimile.

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 6. Proxies. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. 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 within 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 8. Recount Procedures. A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

ARTICLE IV

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Trustees.

Section 2. Qualifications. In order to serve as a Trustee, a member must reside and own property within the Subdivision. Members with a felony conviction or a conviction for a crime involving moral turpitude, within twenty (20) years before the date of election, are not eligible to serve.

Section 3. Term of Office. At the first annual meeting the members shall elect two Trustees for two year terms and one Trustee for a one year term, and at annual meetings thereafter elect Trustees for two year terms as needed to restore Board membership to three Trustees.

Section 4. Removal, Resignation or Death and Appointment of Successor. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. A meeting to consider the removal of a Trustee may be called and noticed following the procedures provided in these bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda.

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 a resignation, death or disability, 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 5. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. At least ten (10) days before the Association disseminates absentee ballots to Association members for the purpose of voting in a board member election, the Association must provide notice to the Association members soliciting candidates interested in running for a position on the board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The notice must also state (a) the number of positions available on the board that will be filled at the upcoming election; (b) the phone number, fax number, email address and/or physical address at which the member may notify the Association that he or she wishes to have his or her name placed on the ballot for the election; and (c) any other information necessary to inform the members how to have their name listed on the ballot for the election. The deadline may not be earlier than the 10th day after the date the Association provides the notice required herein. The Association shall include on each absentee ballot for a board member election the name of each eligible candidate from whom the Association received a request to be placed on the ballot. Nomination for election to the Board of Trustees may also be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Trustees shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and the Declaration. The person receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Open 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 expenditures approved in executive session.

Section 2. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 3. Meetings with Notice to Members. 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 to be brought up for deliberation 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 (i) 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 on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

A board meeting may be held by electronic or telephonic means provided that (1) a board member may hear and be heard by every other board member, (2) except for any portion of the meeting conducted in executive session, (a) that all owners in attendance at the meeting may hear all board members, and (b) Owners are allowed to listen using any electronic or telephonic communication methods used or expected to be used by the board member to participate, and (3) notice of meeting includes instructions for owners to access any communication method required to be assessable hereunder.

Section 4. Meetings without Notice to Members. A board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners as required herein, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to vote. Any 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. The Board may not, unless done in an open board meeting for which prior notice was given to owners as required herein, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; 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, lending or borrowing, the adoption of an amendment to any dedicatory instruments, the approval of an annual budget or the approval of an amendment to an annual budget which raises the budget by more than 10%, sale of purchase of real property, the filling of a vacancy on the board, the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or the election of an officer.

ARTICLE VII

POWER AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to do the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, and to establish a fine schedule and fine policy to be adopted and implemented for Members violating the Declaration and other rules and regulations of the Association.

(b) Suspend the right to use of the recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to do the following:

(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 one-fourth (1/4) of the Members who are entitled to vote.

(b) As more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of such assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are past due or to bring an action at law against the owner personally obligated to pay the same.

(c) Issue, or to 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 an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(d) Procure and maintain liability and hazard insurance on property owned by the Association.

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(f) Operate, maintain and otherwise manage the Common Areas and any facilities, improvements and landscaping thereon.

Section 2. Association Contracts. The Association may enter into an enforceable contract with a current Association board member, a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, a company in which a current Association board member has a financial interest in at least 51 percent (51%) of profits, or a company in which a person related to a current Association member within the third degree by consanguinity or affinity, as determined under Chapter 573, GOVERNMENT CODE, has a financial interest in at least 51 percent (51%) of profits, if the following conditions are satisfied:

(a) the board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community; and

(b) the board member:

- (1) is not given access to the other bids;
- (2) does not participate in any board discussion regarding the contract; and
- (3) does not vote on the award of the contract.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, 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 Trustees 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 unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of 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 6. 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 he replaces.

Section 7. Multiple Offices. The offices of vice-president and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

PRESIDENT

(a) The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, shall co-sign all checks in the amount of over \$5,000.00, and shall have the power to sign any checks in the amount of under \$5,000.00.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice 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.

Treasurer

(d) 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 Trustees; shall sign all promissory notes of the Association, shall cosign all Association checks over \$5,000.00, and shall have the power to sign all checks in an amount under \$5,000.00; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year if the Board so directs; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association and the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost, in accordance with the Association's Records Production Policy.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment which is not paid within thirty (30) days after the due date will incur a one time late fee in an amount to be set by the Board of Trustees. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest lawful interest allowable under the laws of the State of Texas. In the event that attorney's fees are incurred in the collection of past due assessments, the fees shall be an obligation of the owner as well as a lien against the land whether or not suit is filed. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs, and attorney's fees of any such action shall be added to the amount of such

assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

INDEMNIFICATION

Each Trustee and officer of the Corporation shall be indemnified by the Corporation against any costs and expenses including attorneys fees actually and necessarily incurred in connection with the defense of any civil, criminal, administrative or other claim, action, suit or proceeding (whether by or in the right of the Corporation or otherwise) in which he may become involved or with which he may be threatened, by reason of his being or having been a Trustee or officer of the Corporation, and against any payments in settlement of any such claim, action, suit or proceeding or in satisfaction of any related judgment, fine or penalty upon receipt by the Corporation of any opinion of independent legal counsel that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the interests of the Corporation, and in respect of any criminal action, that he reasonably believed that his conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a assumption that the Trustee or officer did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and in respect of any criminal action or proceeding, did not reasonably believe that his conduct was lawful. The foregoing indemnification shall not be deemed exclusive of any other rights to which any Trustee may be entitled, as a matter of law or otherwise, both as to action in his official capacity and as to action in another capacity while holding each office and shall continue as to a person who has ceased to be a Trustee or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Notwithstanding the provisions of the preceding paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter as to which indemnification shall not be permitted by law.

The Corporation may purchase and maintain insurance on behalf of any person who is or was an officer or Trustee of the Corporation against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the preceding provisions of this Article or applicable provisions of law.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended by a vote of a majority of the Board of Trustees. These By-Laws may also be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV


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.

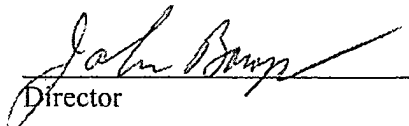
Attestation

Adopted by the Board of Directors on this 14 day of March, 2016.

**OAKRIDGE FOREST HOMEOWNERS'
ASSOCIATION, INC.**



Director



Director

Director

Secretary

FILED FOR RECORD

03/29/2016 3:59PM

Mark Jumball

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.

03/29/2016



Mark Jumball

County Clerk
Montgomery County, Texas