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 FOR BY-LAWS OF  
 SUNDRIE VILLAS II HOMEOWNERS ASSOCIATION, INC.  
 (A Texas Non-Profit Corporation)

BY-LAWS  
 OF  
 SUNDRIE VILLAS II HOMEOWNERS ASSOCIATION, INC.  
 (A Texas Non-Profit Corporation)  
 Harris County, Texas

SUNDRIE VILLAS II  
 CONDOMINIUM & DECLARATION  
 & OWNERSHIP PROJECT  
 CONDOMINIUM RECORDS  
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BY-LAWS  
OF  
SUNSHINE VILLAS II HOMEOWNERS ASSOCIATION, INC.  
(A Texas Not-For-Profit Corporation)

ARTICLE I  
NAME

1.1 **NAME.** The name of the organization shall be SUNSHINE VILLAS II HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II  
PURPOSE AND OWNER OBLIGATION

1.1 **PURPOSE.** The purpose for which this not-for-profit Association is formed is to govern the Condominium Property situated in the County of Harris, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a ballot according to the provisions of the Condominium Act of the State of Texas.

2.1 **OWNER OBLIGATION.** All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or refusal of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III  
DEFINITIONS AND TERMS

3.1 **MEMBERSHIP.** Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with SUNSHINE VILLAS II CONDOMINIUMS during the period of such ownership and membership in this Association, as against any rights or remedies which the Board of

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4.2 **ASSOCIATION RESPONSIBILITY, INC.** The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.3 **PLACE OF MEETINGS.** All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 **ANNUAL MEETINGS.** Annual meetings shall be held the fourth (4th) Tuesday of January each year. The first (1st) annual meeting shall be called by Declarant after the end of the Declarant Control Period.

4.5 **SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the Owners present, either in person or by proxy.

4.6 **NOTICE OF MEETINGS.** The Secretary shall mail notices of annual and special meetings to each member of the Association, directed to his last known post office address, as shown on the records of the Association, by unregistered mail, postage prepaid. Such notices shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purposes or purposes thereof. In lieu of mailing notices as herein provided, such notices may be delivered by hand or left at the residence in his absence. If requested, any mortgagee of record at its destination may be entitled to receive similar notices.

4.7 **ADJOURNED MEETING.** If any meeting of Owners cannot be organized because a quorum has not been obtained, the Owner who acts present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificate of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated therein is terminated.

3.1 **VOTING.** Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighed as equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is sixty-seven (67). The combined weighted votes calculated in accordance with Exhibit "B" as the Condominium Declaration for SUNSHINE VILLAS II CONDOMINIUMS shall equal one hundred percent (100%).

3.2 **MAJORITY OF UNIT OWNERS.** As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 **QUORUM.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of Unit Owners" as defined in Paragraph 3.2 of this article shall constitute a quorum.

3.5 **PROXY.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV  
ADMINISTRATION

4.1 **DECLARANT CONTROL.** Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.1 and 4.2 of the Condominium Declaration for SUNSHINE VILLAS II CONDOMINIUMS, the Declarant, INTERLAK INTERNATIONAL, INC., a Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any Prior Mortgagee of record and for the purpose of insuring both a complete and orderly rollout and a timely rollout of the Project Units. This control shall last no longer than April 15, 1986, or upon sale of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational.

4.1 **ORDER BY BUSINESS.** The order of business at all meetings of the Owners of Units shall be as follows:

- Roll call.
- Reading of minutes of meeting or waiver of minutes.
- Reading of minutes of preceding meeting.
- Reports of officers.
- Reports of committees.
- Minutes of Directors.
- Unfinished business.
- New business.

ARTICLE V  
BOARD OF DIRECTORS

5.1 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following sections shall set in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

NAME	ADDRESS
Charles E. Simons	10001 Westpark Houston, Texas 77063
V. Wayne Hinkle	1416 South West, #101 Houston, Texas 77057
Shacy Haltsman	755 International Houston, Texas 77024

5.2 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for SUNSHINE VILLAS II CONDOMINIUMS directed to be prohibited and done by the Owners.

5.3 **OTHER POWERS AND DUTIES.** The Board of Directors shall have the following duties:

- To administer and enforce the covenants, conditions, restrictions, rules, limitations, obligations and all other provisions set forth in the Condominium Declaration.
- To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this

Condominium Project. (A copy of such rules and regulations shall be delivered or mailed to each Member promptly upon the adoption thereof.)

3. To keep in good order, condition and repair all of the Central and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

4. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their estimated replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damage, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgages.

5. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional special expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

6. To collect delinquent assessments by suit or otherwise and to reject or seek damages from an Owner, as provided in the Declaration and these By-Laws.

7. To protect and defend the entire Premises from loss and damage by suit or otherwise.

8. To borrow funds in order to pay for any required expenditures or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligation of all of the Owners in the same proportion as their interest in the Common Elements.

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5.6 REMOVAL OF DIRECTORS. At any regular or special meeting (only called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and on notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, or least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinafter provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Absence of a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the vote of the majority of the Directors present at a meeting at which a quorum is present shall be the vote of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a

1. To enter into contracts within the scope of their duties and power.

2. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

3. To lease and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgage of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgage of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

4. To meet at least once each quarter.

5. To designate the personnel necessary for the maintenance and operation of the Central and Limited Common Elements.

6. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the common purpose of Condominium ownership.

5.4 LECTION AND TERM OF OFFICE. At the first (1st) annual meeting of the Association the term of office of one (1) of the Directors shall be fixed for one (1) year, the term of office of one (1) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first (1st) meeting.

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, so originally called, may be transacted without additional notice.

5.12 FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

#### ARTICLE VI OFFICERS

6.1 RESTRICTIONS. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 LECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each year and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. He shall co-sign all preliminary notes with the Secretary and co-sign all checks with the Treasurer. The President, or his designated alternate, shall represent the Association at all meetings of INDEPENDENCE VILLAS II HOMEOWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

**6.6 SECRETARY.**

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct and shall convey all instruments of conveyance; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members living in the Unit and the parking space assigned for use in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

**6.7 TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget approved by the Board of Directors, including authority for: co-sign all checks; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

**ARTICLE VII**

**MANAGEMENT CONTRACT**

**7.1 MANAGEMENT COMPANY.** The Board of Directors shall enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

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price and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(1) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

(2) Select, train and supervise competent personnel, as directed by the Board.

(3) Compile, assemble and analyze data; and prepare specifications and call for bids for major construction projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(4) Perform any other projects with diligence and economy in the Board's best interests.

**c. Administrative Management.**

(1) Inspect contractor services for satisfactory performance. Prepare any necessary compliance letters to vendors.

(2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverage. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Board/Owner relationships.

(4) Act as liaison for the Association in the negotiations or dispute with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workers' Compensation Laws.

**d. Fiscal Management.**

(1) Prepare annual operating budget detailed to reflect expected operations for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5)-year sinking fund reserve budget projective for capital expenditures on items occurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanation of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

**e. Physical Maintenance.**

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property to constant repair to reflect Owner

(4) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(5) Represent an absent Owner when requested.

(6) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

**ARTICLE VIII**

**INDemnIFICATION OF OFFICERS AND DIRECTORS**

**8.1 INDEMNIFICATION.** The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for SUNDRIE VILLAS II CONDOMINIUM as a Member or Owner of a Condominium Unit covered thereby.

**ARTICLE IX**

**OBLIGATIONS OF THE OWNERS**

9.1 **ASSESSMENTS.** All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 **GENERAL.**

- a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for **SHIMMERS VILLAS II CONDOMINIUMS**.
- b. Each Owner shall always endeavor to observe and promote the cooperation purposes for which the Project was built.
- 9.3 **USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.** Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.
- 9.4 **DEFERRED OR DEFERRED.** Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, abandonment or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

**ARTICLE X**

**AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP**

10.1 **BY-LAWS.**

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and as amended shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided ownership of the Common Elements except for those amendments provided for in Article VIII of the Declaration, which shall require the approval of Owners and mortgages as provided therein. In no event shall the

By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

**ARTICLE XI**

**MORTGAGES**

- 11.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Condominium Units".
- 11.2 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

**ARTICLE XII**

**COMPLIANCE**

12.1 **LEGAL REQUIREMENTS.** These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

**ARTICLE XIII**

**NON-PROFIT ASSOCIATION**

13.1 **NON-PROFIT PURPOSES.** This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or issue to the

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benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in affecting one (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**ARTICLE XIV**

**PRINCIPAL OFFICE**

14.1 **ADDRESS.** The principal office of the Association shall be located at 10001 Westpark, Houston, Texas 77063, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

**ARTICLE XV**

**EXECUTION OF INSTRUMENTS**

15.1 **AUTHORIZED AGENTS.** The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

**ARTICLE XVI**

**CORPORATE SEAL**

16.1 **CORPORATE SEAL.** The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

**ARTICLE XVII**

**DEFINITIONS OF TERMS**

17.1 **DEFINITIONS OF TERMS.** The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for SHIMMERS VILLAS II CONDOMINIUMS, as the same may be amended from time to time, recorded in the office of the County Clerk of Warrior County, Texas.

**CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of SHIMMERS VILLAS II CONDOMINIUMS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 10 day of April, A.D., 1983.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 10 day of April, A.D., 1983.

*[Signature]*  
Secretary

Cobourn-Linacsen  
& Associates, Inc.

PLANNERS - SURVEYORS

June 28, 1982

METES AND BOUNDS DESCRIPTION  
OF 3.0943 ACRES OF LAND  
IN THE C. EXHIBIT SURVEY,  
ABSTRACT NO. 253,  
HOUSTON, HARRIS COUNTY, TEXAS

Being a 3.0943 acre tract of land out of Sunridge Villas as recorded in Volume 290, Page 70, of the Harris County Map Records and being in the C. Exh. Survey, Abstract No. 253, Houston, Harris County, Texas; bearings are based on the Texas State Plane Coordinate System, South Central Zone, based on city of Houston Survey Marker No. 4955/1952 and said 3.0943 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found marking the northwest corner of Westchase, Section Nine, Block 18, Resurvey "H" as recorded in Volume 248, Page 15, of the Harris County Map Records, and the southeasterly corner of the intersection of South Gessner Road (120 foot right-of-way) and Westpark Drive (100 foot right-of-way);

THENCE N 68° 27' 38" W, 452.37 feet along the south right-of-way line of Westpark Drive to a found 5/8 inch iron rod, being a point for curvature, concave southerly;

THENCE northeasterly, continuing along the south right-of-way line of Westpark Drive, 42.64 feet along said curve concave southerly, having a radius of 1719.66 feet, a central angle of 01° 10' 23" and whose chord bears S 69° 01' 19" W, 42.64 feet to a found 5/8 inch iron rod marking the northern most northeast corner of said Sunridge Villas;

THENCE S 07° 01' 04" E, 433.78 feet along the northern most east line of said Sunridge Villas to the POINT OF BEGINNING and the northern most northeast corner of the herein described tract;

THENCE S 07° 01' 04" E, 522.37 feet continues along the northern most east line of said Sunridge Villas to a 5/8 inch iron rod found marking a point in a curve concave northeasterly;

THENCE southeasterly, 22.40 feet along said curve concave northeasterly, having a radius of 28.00 feet, a central angle of 64° 09' 22" and whose chord bears S 64° 56' 28" E, 21.24 feet to a 5/8 inch iron rod;

THENCE N 82° 58' 56" E, 289.00 feet along the eastern most north line of said Sunridge Villas to a 5/8 inch iron rod marking the beginning of a curve concave northeasterly;

THENCE northeasterly, 30.81 feet along said curve concave northeasterly having a radius of 47.26 feet, a central angle of 46° 03' 13" and whose chord bears N 59° 54' 29" E, 37.05 feet to a found 5/8 inch iron rod marking a point of reverse curvature;

THENCE northeasterly, 30.50 feet along a curve concave southeasterly having a radius of 40.27 feet, a central angle of 54° 46' 04", and whose chord bears N 59° 54' 20" E, 37.05 feet to a found 5/8 inch iron rod;

THENCE N 87° 17' 22" E, 30.30 feet to a found 5/8 inch iron rod in the west right-of-way line of said South Gessner Road, said point marking the eastern most northeast corner of the herein described tract;

TS-04

EXHIBIT "A"

Cobourn-Linacsen  
& Associates, Inc.

ENGINEERS - SURVEYORS

METES AND BOUNDS DESCRIPTION  
OF 3.0943 ACRES OF LAND  
IN THE C. EXHIBIT SURVEY  
4-253  
6-28-82  
Pg 2

THENCE S 07° 43' 38" E, 35.00 feet along the west right-of-way line of said South Gessner Road to a found 5/8 inch iron rod marking the southeast corner of said Sunridge Villas and the southeast corner of the herein described tract;

THENCE S 67° 17' 22" W, 30.00 feet along the south line of said Sunridge Villas to a found 5/8 inch iron rod marking the beginning of a curve concave southeasterly;

THENCE southeasterly, 28.05 feet along said curve concave southeasterly having a radius of 28.00 feet, a central angle of 52° 35' 08", and whose chord bears S 67° 14' 47" W, 29.89 feet to a found 5/8 inch iron rod marking a point of reverse curvature;

THENCE southeasterly, 33.52 feet along a curve concave northeasterly having a radius of 46.30 feet, a central angle of 43° 38' 18", and whose chord bears S 67° 14' 47" W, 29.89 feet to a found 5/8 inch iron rod;

THENCE S 07° 01' 04" E, 20.00 feet to a found 5/8 inch iron rod for an angle point;

THENCE S 62° 50' 56" W, 241.60 feet along the north line of a 368.00 foot Houston Lighting and Power Company fee strip as recorded in Volume 326, Page 519, of the Harris County Map Records and along the south line of said Sunridge Villas to a found 5/8 inch iron rod marking the southwest corner of said Sunridge Villas and the southwest corner of the herein described tract;

THENCE N 07° 01' 04" W, 433.00 feet along the west line of said Sunridge Villas to a set 5/8 inch iron rod found marking the northwest corner of the herein described tract;

THENCE N 12° 50' 56" E, 118.40 feet to a set 5/8 inch iron rod for an angle point;

THENCE N 07° 01' 04" W, 148.65 feet to a set 5/8 inch iron rod for an angle point;

THENCE N 102° 50' 56" E, 123.28 feet to the POINT OF BEGINNING and containing 3.0943 acres of land.

79-01

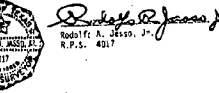


EXHIBIT "A"

SUNRIDGE VILLAS 1  
CONDOMINIUM & DECLARATION  
A CONDOMINIUM PROJECT  
RECORDING RECORDS  
HARRIS COUNTY, TEXAS  
VOL. 134 PAGE 48

RECORDING INFORMATION  
At the time of recording, the instrument was duly acknowledged by the grantor and the grantee before the undersigned, a Notary Public in and for the State of Texas, and the same were duly recorded in the public records of the State of Texas, and the same are hereby certified to be true and correct copies of the original instrument as recorded in the public records of the State of Texas.

UNITED TITLE CENTRAL  
FOR  
HOLD

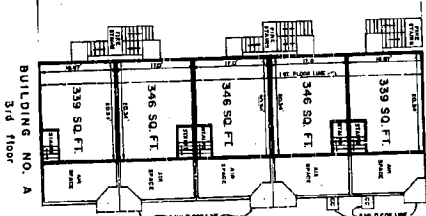


Building No.	Unit Number	Unit Type	Interior Square Feet	Percentage Interest	
A	#28	B	834	1.6090	
	#29	A	508	.9800	
	#30	B	851	1.6417	
	#31	A	513	.9897	
	#32	B	851	1.6417	
	#33	A	513	.9897	
	#34	B	851	1.6417	
	#35	A	509	.9800	
	#36	B	836	1.6169	
	TOTAL		5224		
3	#37	D	773	1.4913	
	#38	D	773	1.4913	
	#39	D	764	1.4739	
	#40	D	764	1.4739	
	#41	D	773	1.4913	
	#42	D	773	1.4913	
	#43	D	764	1.4739	
	#44	D	764	1.4739	
	TOTAL		6148		
	C	#45	D	773	1.4913
#46		D	773	1.4913	
#47		D	764	1.4739	
#48		D	764	1.4739	
#49		D	773	1.4913	
#50		D	773	1.4913	
#51		D	764	1.4739	
#52		D	764	1.4739	
TOTAL			6148		
D		#53	D	766	1.4739
	#54	D	766	1.4739	
	#55	D	772	1.4895	
	#56	D	772	1.4895	
	#57	D	764	1.4739	
	#58	D	764	1.4739	
	#59	D	765	1.4739	
	#60	D	765	1.4739	
	#61	D	772	1.4895	
	TOTAL		9204		

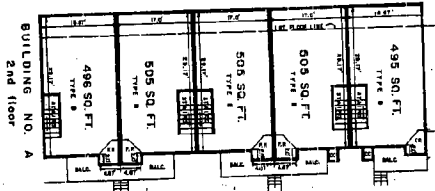
Building No.	Unit Number	Unit Type	Interior Square Feet	Percentage Interest	
E	#65	C	889	1.7151	
	#66	C	889	1.7151	
	#67	C	889	1.7151	
	#68	C	889	1.7151	
	#69	C	889	1.7151	
	#70	C	889	1.7151	
	#71	C	889	1.7151	
	#72	C	889	1.7151	
	TOTAL		7112		
	F	#73	C	889	1.7151
#74		C	889	1.7151	
#75		C	889	1.7151	
#76		C	889	1.7151	
#77		C	889	1.7151	
#78		C	889	1.7151	
#79		C	889	1.7151	
#80		C	889	1.7151	
TOTAL			7112		
G		#81	A	808	.9742
	#82	B	835	1.6109	
	#83	A	513	.9897	
	#84	B	851	1.6417	
	#85	A	513	.9895	
	#86	B	851	1.6417	
	#87	A	513	.9895	
	#88	B	851	1.6417	
	#89	A	513	.9895	
	#90	B	851	1.6417	
TOTAL		9841			
TOTAL		100,0000 %			
INTERIOR SQ. FT. 51,825					

\* INCLUDES UPPER LEVEL LOFT

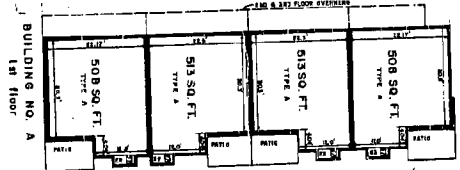




BUILDING NO. A  
3rd floor



BUILDING NO. A  
2nd floor



BUILDING NO. A  
1st floor

**SEMPER PARATI**

LEGEND  
 FF - FIRE PLANT  
 CC - COMMON ROOM  
 ST - STAIRWAY  
 ME - MECHANICAL ROOM  
 EL - ELEVATOR

EXHIBIT "B"

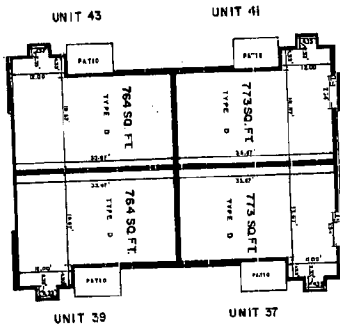
CHORIN - Linsissen & Associates, Inc.  
 14800 N. 10th Street, Suite 100  
 Phoenix, Arizona 85020  
 (602) 998-1111



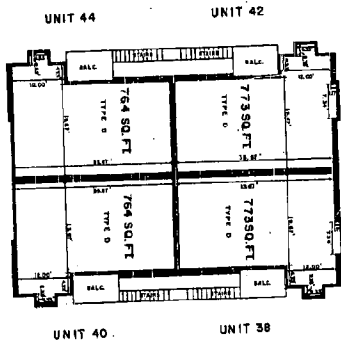
REGISTERED ARCHITECT  
 A. CHRISTOPHER BROWN  
 PHOENIX, ARIZONA  
 No. 114 No. 1st St.

# SUNRISE VILLAS

BUILDING NO. B 1st floor



BUILDING NO. B 2nd floor



NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

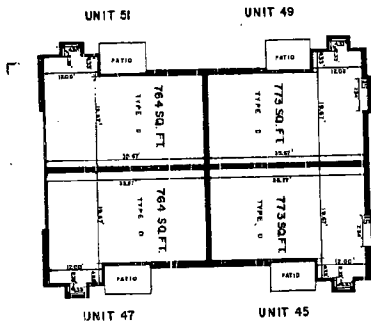
LEGEND  
 ST. - STAIRS  
 B.C. - BALCONY  
 P. - PATIO

Coburn - Lindey & Associates, Inc.  
 1400 N. 10th Street, Suite 100  
 Phoenix, Arizona 85016  
 Phone: 773-3888

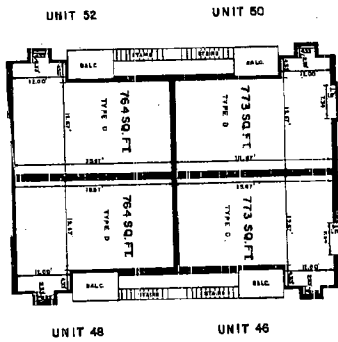
EXHIBIT "B"



PREPARED BY: L. J. LINDEY  
 ARCHITECT  
 1400 N. 10th Street, Suite 100  
 Phoenix, Arizona 85016  
 Phone: 773-3888



BUILDING NO. C 1st floor



BUILDING NO. C 2nd floor

# SURREY VILLAGE

FOR RENT OR PURCHASE CONTACT THE SALES OFFICE  
 1000 WEST 10TH AVENUE, SUITE 100, VANCOUVER, B.C. V6H 1A5  
 TEL: 681-1111 FAX: 681-1112

LEGEND  
 IF - INSULATION  
 M.C. - MECHANICAL

Cobour-Linsell & Associates, Inc.  
 1480 W. 4th Avenue, Suite 100  
 Vancouver, B.C. V6H 1A5  
 TEL: 681-1111 FAX: 681-1112

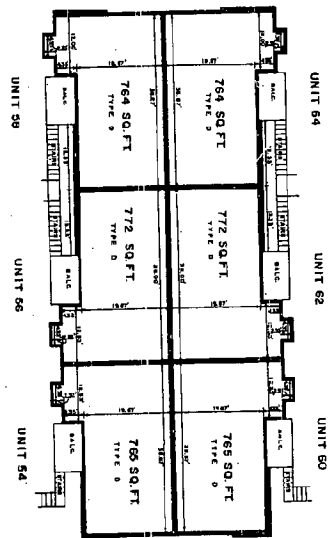
EXHIBIT "B"



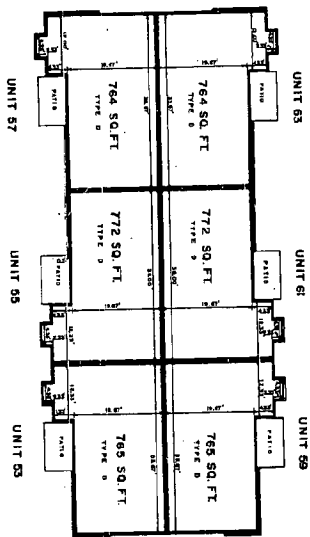
PREPARED BY: [Name]  
 A CONSULTING FIRM  
 1000 WEST 10TH AVENUE, SUITE 100  
 VANCOUVER, B.C. V6H 1A5  
 TEL: 681-1111 FAX: 681-1112

NOT TO SCALE  
 FOR INFORMATION ONLY  
 NOT FOR CONSTRUCTION

SCALE: 1/8" = 1'-0"



BUILDING NO. 0 2nd floor



BUILDING NO. 0 1st floor



SECTION 5414  
 FOUNDATION & RETAINMENT  
 EXISTING CONDITIONS  
 1968  
 W.M. 124 PAGE 214

SECTION 5414  
 FOUNDATION & RETAINMENT  
 EXISTING CONDITIONS  
 1968  
 W.M. 124 PAGE 214

LEGEND  
 M.F. - SQUARE FEET  
 M.F. - SQUARE FEET

THIS PLAN SHOWS THE EXISTING FOUNDATION AND RETAINMENT CONDITIONS FOR THE BUILDING. THE FOUNDATION AND RETAINMENT ARE SHOWN FOR INFORMATION PURPOSES ONLY.

Colburn, Lindesten & Associates, Inc.  
 1400 North 17th Street  
 Minneapolis, MN 55403  
 (612) 338-1100

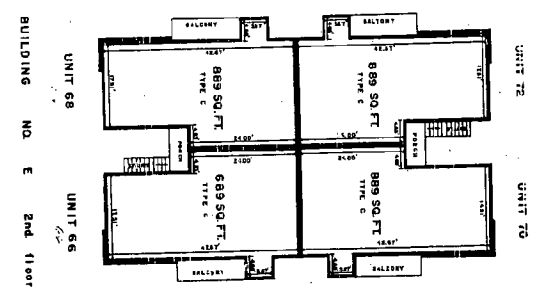
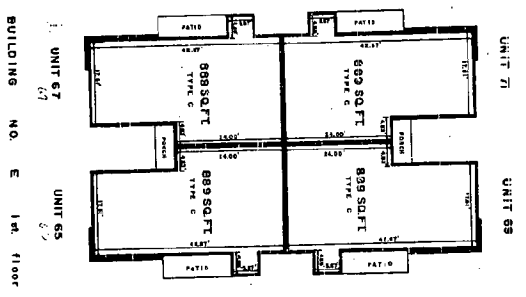
EXHIBIT "B"

**BRIDGE WILKS**

1400 North 17th Street  
 Minneapolis, MN 55403  
 (612) 338-1100

Sheet 2 of 2

# SERRIDGE VILLAGES



NOT TO SCALE  
THIS FLOOR PLAN IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE ACTUAL FLOOR PLAN OF THE PROJECT. THE ACTUAL FLOOR PLAN SHALL BE PROVIDED BY THE DEVELOPER.

LEGEND  
 BK - BOUNDARY  
 Hatched - BALCONY

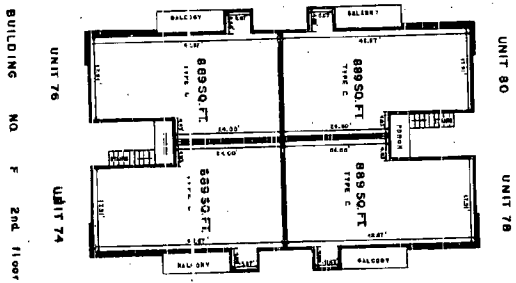
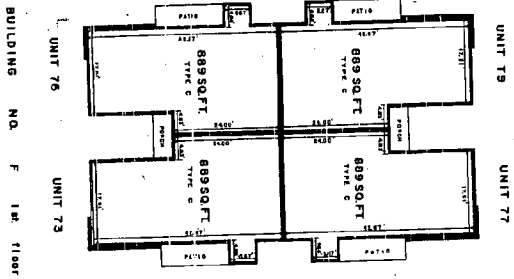
Cadcom - Linsalata & Associates, Inc.  
 14000 W. 11th Avenue, Suite 100  
 Denver, Colorado 80233  
 TEL: 773-445-5800

EXHIBIT "B"



SERRIDGE VILLAGES  
 A COMMUNITY DEVELOPMENT  
 PROJECT  
 DENVER, COLORADO  
 MAP NO. 145

# BRIDGE VILLAGES



LEGEND  
 ST - STAIRS  
 BAL - BALCONY  
 PAT - PATIO

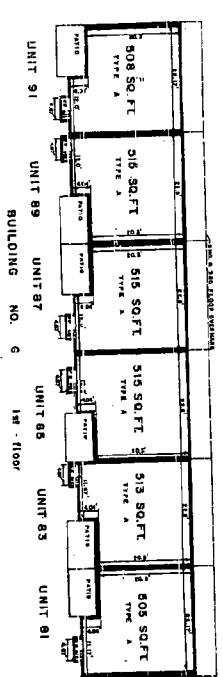
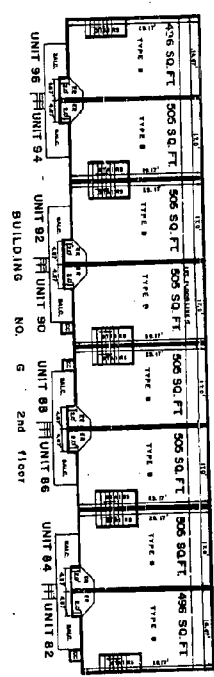
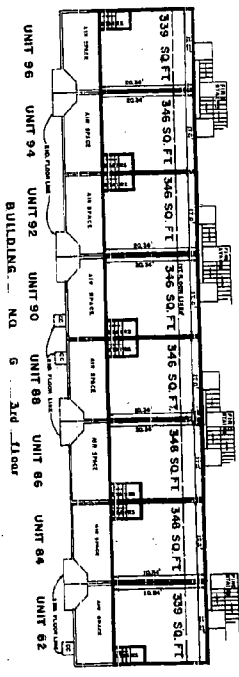
NOTE: ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.

EXHIBIT "B"

Colburn-Lipsman & Associates, Inc.  
 1000 N. W. 10th Street, Suite 100  
 Fort Lauderdale, Florida 33304  
 Phone: 754-453-9444

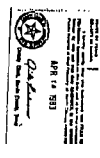


BRIDGE VILLAGES I  
 CONDOMINIUM & COOPERATIVE  
 COMMUNITY ASSOCIATION  
 6000 S.W. 11th Street, Unit 101  
 Fort Lauderdale, Florida 33304  
 Phone: 754-453-1411



337  
337  
337

EXHIBIT "B"  
CONSTRUCTION PLAN  
UNIT 82  
NO. 311 MAR 1977



**SUNBRIDGE VILLES**

LEGEND  
 FF FIRE PLACE  
 CC CLOSET  
 CHN CHINA CABINET  
 M MIRROR  
 S SINK  
 ST STOVE  
 W WASH BASIN  
 WC W.C.

COBURN-LINSELEN & ASSOCIATES, INC.  
 14500 N.W. 22nd Avenue  
 Fort Lauderdale, Florida 33309  
 Telephone: (305) 441-7900

SCALE: 1/8" = 1'-0"