

CERTIFICATION

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent for the Bauer Townhomes, an unincorporated association;
- (2) Instrument titled: **"Bylaws"** is attached hereto;
- (3) The property affected by the said Instruments is described as, to wit:

a parcel of land consisting of twelve (12) lots and certain common being described as A PARCEL OF LAND CONTAINING 0.9016 ACRE TRACT {39,272 SQUARE FEET) OUT OF LOTS 131 AND 136, NEUEN MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27, PAGE 12, MAP .RECORDS, HARRIS COUNTY, TEXAS, SAID 0.09016 ACRE TRACT BEING OUT OF THE MICHAEL; CRONICAN SURVEY, ABSTRACT NO. 219, HARRIS COUNTY, TEXAS; more commonly referred to as 2205, 2207 and 2209 Bauer Drive;

- (4) The attached Instrument is a true and correct copy of the original.

IN WITNESS WHEREOF, I have subscribed my name on this the 1st day of AUGUST, 2019.

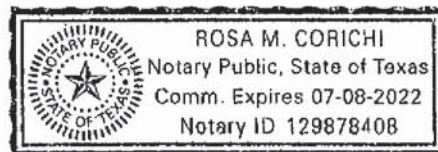
By: [Signature]
James R. Young, Agent for Bauer Townhomes Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared James R. Young, Agent for the Bauer Townhomes Association, and known by me to be the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 1st day of August, 2019.

[Signature]
Notary Public, State of Texas



BYLAWS OF
BAUER TOWNHOMES

ARTICLE 1 - DEFINITIONS

Section 1.1-Project. The term "Project" shall mean all of the real property located in Harris County, Texas, including land, all improvements and structures on the land, and all easements, rights, and appurtenances, to the land, more particularly described as BAUER TOWNHOMES, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 27, Page 12 of the Map Records of Harris County, Texas.

Section 1.2-Declaration. The term "Declaration" shall mean the Declaration of Covenants, Condition and Restrictions for the Project filed of record in the Official Public Records of Real Property of Harris County, Texas, including any amendments to the Declaration as may be made from time to time in accordance with the terms of the Declaration.

ARTICLE II - PURPOSE AND MEMBERSHIP

Section 2.1 - Purpose. The Project shall be administered by an unincorporated association under the name of BAUER TOWNHOMES (hereinafter referred to as the "Association") The Association shall be responsible for the management, maintenance, operation and administration of the Project in accordance with the Declaration, these Bylaws and duly adopted rules and regulations of the Association, all as governed by the laws of the State of Texas. The Association may at its option provide for independent management of the Project, to include, but not necessarily limited to maintenance of common areas; provided, however, any contract with an independent management company shall provide that such contract shall not have a term of more than one (1) year, and may be terminated for cause upon thirty (30) days written notice.

Section 2.2 - Membership. Membership in the Association, and voting by members of the Association shall be in accordance with the Declaration and these Bylaws, to include:

A. Each owner of a lot in the Project (an "Owner") shall be a member of the Association, and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his, her or its membership in the Association. If title to a lot in the Project is held by two (2) or more individuals and/or entities, any one (1) may vote as an Owner, and such vote shall be binding on any other individual and/or entity who may be a joint owner of such lot who was not present (unless written notice has been received by the Association prior to a vote. in which case unanimous consent of all such individuals and/or entities (either in person or by proxy) shall be required to cast a vote as Owner).

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B. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the lot within the Project owned by such Owner.

C. The Association shall have two (2) classes of voting members as follows: (i) Class A Members shall be all of the Owners with the exception of Texas No. 2, Ltd., and shall be entitled to one vote for each lot within the Project owned by such Member; and (ii) the Class B Member shall be Texas No. 2, Ltd. which shall be entitled to exercise three (3) votes for each lot within the Project owned by Texas No. 2, Ltd. The Class B membership shall cease when all lots owned by Texas No. 2, Ltd. have been sold to third party owners.

ARTICLE III - MEETINGS

Section 3.1 - Regular Meetings. Commencing in calendar year 1993, the annual meeting of the members of the Association for the election of officers and for the transaction of such other business as may properly come before the meeting shall be held at 7:00 P.M. on the 1st Wednesday of December of each year unless such day is a legal holiday, in which case such meeting shall be held at such hour on the first day thereafter which is not a legal holiday. Notice of such meeting, designating the place thereof shall be given to each Owner by mailing or delivering the same to such Owner, at the address given to each Owner to the Association at least seven (7) days before the time appointed for the meeting. In the event an Owner has not designated an address for notice, such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the notice.

Section 3.2 - Special Meetings. Except as otherwise provided by law, special meetings of the member may be called by the President of the Association, the Vice President of the Association, the Secretary of the Association, the Treasurer of the Association, or members of the Association who are entitled to cast three (3) or more votes. Notice of such special meeting, designating the time and place thereof shall be given to each Owner by mailing or delivering the same to such Owner, at the address given by such Owner to the Association at least (15) days before the time appointed for the meeting. In the event an Owner has not designated an address for notice, such notice shall be sent to the street address of the lot in the Project owned by the Owner, and such Owner shall be deemed to have been given notice of any such meeting irrespective of the actual receipt of the notice.

Section 3.3 - Waiver. Waiver by a member of notice in writing of a regular or special meeting, signed by a member, whether before or after the time stated therein, shall be equivalent to the giving of such notice. No notice shall be necessary for any adjourned meeting.

Section 3.4 - Quorum. Except as otherwise provided by the laws

of the State of Texas, or these Bylaws, the presence in person, or by proxy of a majority of the votes, including Class A Members and Class B Members (if applicable) of the votes qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented by proxy at any meeting, the Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum shall be present or represented by proxy. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally scheduled for the adjourned meeting(s). The Owners present in person, or by proxy, at a duly called meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough votes to leave less than a quorum.

Section 3.5-Voting. When a quorum is present at any meeting of the Association, the vote of a majority or more of the Owners qualified to vote and present in person, or by proxy at such meeting shall decide any question brought before such meeting, unless any statute, the Declaration or these Bylaws require a different percentage, in which case, such shall control.

Section 3.6-Proxies. An Owner may vote either in person or by proxy executed in writing by the Owner or by his her or its duly authorized attorney-in-fact. Proxies shall be dated but need not be sealed, witnessed acknowledged. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless provided expressly therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date thereof. Proxies shall be filed with the Secretary of the Association before or at the time of the meeting.

Section 3.7-Balloting. Upon the demand of any Owner, the vote upon any question before the meeting shall be by ballot.

Section 3.8-Effect of Consent by all Owners. Any action required by law to be taken at a meeting of the Owners, or any action which may be taken at a meeting of the Owners, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof.

ARTICLE IV - BOOKS AND RECORDS

Section 4.1-Books of Account. The Association shall keep or cause to be kept detailed book of account showing all expenditures and receipts of the administration of the Project, and which shall specify the maintenance and repair expenses of the common elements any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by all Owners, their mortgages, or the duly appointed agent of an Owner.

Such books and records shall be available for inspection during reasonable times. If required by a majority vote of the Owners, the books shall be audited annually by qualified auditors, and the cost of the audit shall be an expense of the administration of the Project.

Section 4.2-Cost and Expenses. All costs and expenses reasonably incurred by the Association, including but not limited to, any cost or expense incurred in satisfaction of any liability arising within, caused by or in connection with the Association's operation, maintenance or use of the Project, shall be an Association expense. All sums received by the Association, including, but not limited to, all sums received as proceeds of, or pursuant to, any of insurance carried by the Association, shall be Association receipts.

ARTICLE V - OFFICERS

Section 5.1-Number. The officers of the Association shall consist of the President, Secretary and a Treasurer; and, in addition, the Owners at their option may elect a Vice President and such other officers and assistant officers and agents as may be deemed necessary and who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from the time to time by the Owner, and no officer shall receive any compensation for services rendered in connection the performance of the duties of such office. Any officer may resign at any time by giving written notice to the President or the Secretary. In the event that any officer resigns, or otherwise becomes disqualified to act as an officer (by reason of ceasing to own a lot in the Project), such office shall remain unfilled until the next regular or special meeting (provided that if the next regular meeting is more than sixty (60) days from the date of the resignation or disqualification, it shall be the duty of an officer who is still authorized to act to call a special meeting), at which time a successor shall be elected to fill the balance of the term of the officer who has resigned, or has become disqualified to act.

Section 5.2-Election. Officers shall be chosen by the Owners annually at the meeting of the Board of Directors following the annual shareholders' meeting. Each officer shall hold office until his or her successor has been chosen and qualified, or until his death, or resignation, disqualification, or removal.

Section 5.3-Removal. Any officer or agent elected or appointed by the Owners may be removed by a majority of the Owners at any time, with or without cause.

Section 5.4-Duties. The officers of the Association shall have such powers and duties, except as modified by the Association, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by a vote of the members of the Association and these By-Laws.

Section 5.5-The President. The President shall be the chief

executive officer of the Association, and shall have the general direction of the affair of the Association. He or she shall at each annual meeting, and from time to time, report to the Owners all matters within his or her knowledge which, in his or her opinion, the interest of the Association all contracts or other instrument authorized by the Owners, except in cases where the signing and execution thereof shall be expressly delegated by the Owner to some other officer or agent of the corporation, as well as such powers and duties as from time to time shall be conferred by the Owners and these By-Laws.

Section 5.6-The Vice President. At the request of the President, or in his or her absence or disability, the Executive Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all restrictions upon the President. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act as the President at the time such action was taken.

Section 5.7-Secretary. The Secretary shall (a) keep the minutes of all meetings of the Owners, and the Owners in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the records and of the Association; (d) have general charge of the books and papers as the Association all of which shall, at all reasonable times, be open to the examination of any Owner; and (e) in general, perform all duties and exercise all powers incident to the office of the Secretary and such other duties and powers as the Owners or the President from time to time may assign to or confer on him or her.

Section 5.8-Treasurer. The Treasurer shall keep complete and accurate records of account, showing accurately at all times the financial condition of the Association. He or she shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He or she shall furnish at meetings of the Owners, or whenever requested, a statement of the financial condition of the Association and shall perform such other duties as the By-Laws may require or the Owners may prescribe.

ARTICLE VI - ASSESSMENTS

Section 6.1-Jointly Owned Property. The Association shall be the entity in possession of any tangible personal property of the Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration of the Project.

Section 6.2-Budget. The officers of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of

the Project, including a reasonable allowance for the contingencies and reserve. Such reserves include without limitation an adequate reserve fund for the replacement of the common elements. The assessment for such year shall be established by the adoption of such annual budget by the Association member. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not effect the liability of any Owner for any existing or future assessments. Should the officers at anytime determine that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project in any fiscal year, then the officers shall have the authority at any time and from time to time to levy such additional assessment or assessments as it shall deem to be necessary for that purpose.

Section 6.3-Special Assessments. Special assessments, assessments other than those described in section 6.2 above, may be made by the officers of the Association at any time, and from time to time, to meet other needs or requirements of the Association and the Project including, but not limited to, assessments for costs described herein and capital improvements. However, any such special assessments shall not be levied without prior approval of at least seventy-five (75%) percent of all of the Owners.

Section 6.4-Treatment of Assessments. Assessments levied by the Association against each Owner pursuant hereto which are expended on capital expenditures or which are set aside in a reserve for future repairs or improvements within the Project (whether or not such repairs or improvements would otherwise be considered capital in nature pursuant to Section 263 of the Internal Revenue Code of 1954 as amended), shall be treated as capital contributions by such Owner to the Association and shall be shown on the books of the Association as such. The provisions of this section may be amended by a majority vote of the officers of the Association if, in the discretion of said officers, such action is necessary to conform to any change in the Internal Revenue Code of 1954, as amended, or any Treasury Regulation or Ruling promulgated thereunder. Notwithstanding anything contained in the Declaration or these Bylaws to the contrary, any amendment to this section duly authorized by the officers of the Association shall not require the consent of any Owner or mortgagee.

Section 6.5-Enforcement of Assessments. Section 3. All assessments levied against the Owners and/or Land to cover expenses of the Association and the Project shall be apportioned among and paid by the Owners in shares of eight and one-third (8-1/3%) percent to each Owner. Assessments shall be due and payable at such times as the Association shall determine, commencing the date of delivery of a Deed to a lot from Declarant to subsequent Owner. Prior to such conveyance. Declarant shall bear all assessments levied against lots against lots owned by Declarant in accordance with the aggregate percentage of value assigned thereto. The payment of an assessment shall be in default in such assessment, or any part of thereof, is not paid to the Association in full on or before the due date for

such payment. Assessments in default shall bear interest at the rate of ten (10%) percent per annum from the due date until paid. Each Owner shall be, and remain, personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these Bylaws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may, at the option of the Association, be collected out of the sale proceeds of such lot to the extent permitted by law, unpaid assessments may become a lien against the lot, subject only to: (1) assessments, liens and charges in favor of the state and any political subdivision thereof for taxes past due and unpaid on a lot; and amounts due under any mortgage instrument duly recorded. Any first mortgagee, upon foreclosure of its lien on a lot, or acceptance of a deed in lieu of foreclosure thereon shall not be required to pay any unpaid assessments on said lot. A lien evidencing such unpaid assessments may be recorded in the Official Public Records of Real Property of Harris County, Texas, and may be enforced by foreclosure, and the expenses incurred therefore, including interest costs and attorney fees may be chargeable to the Owner in default. Additionally, the Association may, in addition to any other legal right or remedy, enforce collection of delinquent assessments by suit at law for a money judgment, including expenses and costs of suit and attorney fees. The Association may also discontinue furnishing any service to an Owner in default upon seven (7) days notice to such Owner. An Owner in default shall be disqualified from voting at any meeting of the Association so long as such default continues.

ARTICLE VII - OWNER ACTION

Section 7.1-Owner Action. Without limiting the other legal rights of any Owner or the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear with respect to any cause of action relating to the Common Elements or any other lot.

ARTICLE VIII - INSURANCE

Section 8.1-Insurance. Each Owner of an improved lot shall carry a homeowner's policy to include fire and extended coverage, vandalism and malicious mischief and liability insurance in an amount equal to the maximum insurable replacement value, provided, however, such amount shall not be less than eighty (80%) percent of the maximum insurable value (based upon replacement cost), and shall furnish evidence thereof to the Association. In the event any Owner fails or refuses to furnish evidence of such insurance to the Association, the Association shall have the option, but not the obligation to purchase such insurance coverage and assess the Owner cost thereof.

ARTICLE IX - AMENDMENTS

Section 9.1-Amendments. These By-Laws may be altered, amended or

replaced by majority vote at any regular meeting by the Owners, or at any special meeting if notice of such alteration, amendment or repeal be given in the notice of such special meeting.

ARTICLE X - MISCELLANEOUS

Section 10.1-Depositories. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Association or the officers of the Association may from time to time designate. The officers may from time to time authorize the opening and keeping with any such depository as it may designate any general and special back accounts, and may make such special rules and regulations as it may deem expedient with respect thereto, not inconsistent with the provisions of these By-Laws.

Section 10.2-Indemnification of Officers. Each person who may have served as a officer of the Association, shall be indemnified by the Association against any liabilities imposed upon him or her and any expenses reasonably incurred by him or her in connection with any claim made against him or her, or any action, suit or proceeding to which her or she may be a party by reason of her or her being, or having been, such officer, and shall be indemnified by the Association against such sums as counsel selected by the Association shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding primarily with a view toward avoiding expenses of litigation, provided, however, that no officer shall be indemnified with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty, or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Association shall not deem reasonable payment made primarily with a view to avoiding expenses of litigation, or with respect to matters for which such indemnification would be against public policy. Such right of indemnification shall be in addition to any other rights to which officers may be entitled.

ADOPTED, on this the 1 day of July, 1993.

BAUER TOWNHOMES ASSOCIATION, an
unincorporated Association, acting
herein by and through the member(s)
having a majority of the votes

TEXAS NO. 2, LTD.

By: [Signature]
Name: [Signature]
Title: [Signature]

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Pages 10
08/02/2019 10:31 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS