

BY-LAWS
OF
COPPERFIELD COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is COPPERFIELD COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Houston, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Acreage Unit" shall include all land areas not included in recorded subdivision plats and shall specifically contain five (5) acres and be the equivalent of one (1) Lot or Commercial Unit or proportional fraction thereof (calculated to the nearest tenth) for purposes of voting rights and assessments in and by the Association.

Section 2. "Association" shall mean and refer to Copperfield Community Association, Inc., a nonprofit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board" shall mean and refer to the duly appointed Board of Directors of the Association.

Section 4. "Commercial Unit" shall include all land areas and reserves other than Lots (see Section 10) in recorded subdivision plats and shall specifically contain ten thousand (10,000) square feet of land area which shall be the equivalent of one (1) Lot or proportional fraction thereof (calculated to the nearest tenth) for purposes of voting rights and assessment in and by the Association.

Section 5. "Common Areas" shall mean those areas to which the Association holds unencumbered legal title or over which it has control.

Section 6. "Community Association" shall mean any Community Association affiliated with the development of Copperfield other than the Association and which has contracted with the Association as hereinafter set forth.

Section 7. "Copperfield" shall mean that area outlined in red on the plat attached hereto as Exhibit "A".

Section 8. "Equivalent Unit" shall be used to refer to Lots, Commercial Units, and Acreage Units, as herein defined and to designate that each shall have equal value for purposes of voting rights and assessments as set forth herein (see Sections 1, 4 and 10).

Section 9. "Facilities and Services" shall include but not be limited to fire, medical and security facilities and services and such other facilities and services as the Association shall deem necessary or beneficial for the general welfare of Copperfield and those residing, working or owning property therein.

Section 10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map upon which there has been or will be constructed a single-family residence, but shall not mean or include any Common Area as herein defined.

Section 11. "Other Contracting Party" shall mean any party not a Community Association which is located within Copperfield and which has contracted with the Association as hereinafter set forth.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Composition of Board of Directors - The affairs of the Association shall be managed by a Board consisting of one (1) person appointed by each of the Community Associations in Copperfield provided, however, that the appointee is also a Director of the Community Association represented and that said Community Association has entered into a valid contract for services with the Association; and one (1) person appointed by each Other Contracting Party owning a minimum of fifty (50) or more acres of land in Copperfield not included within the boundaries of any Community Association.

Section 2. Term of Office - Each Director shall be appointed for a term not to exceed two (2) years.

Section 3. Compensation - No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director of the Association.

Section 4. Voting Power - Each Director shall have voting rights equal to the number of actual Equivalent Units represented by such Director which were in existence on December 31st of the prior year.

ARTICLE IV
MEETINGS OF DIRECTORS

Section 1. Regular Meetings - Regular meetings of the Board shall be held semiannually at such place and hour within Harris County as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday or on a weekend, then the meeting shall be held at the same place and hour on the first following business day.

Section 2. Special Meetings - Special meetings of the Board shall be held within Harris County when called by the President of the Association, or by any two Directors, upon not less than three (3) days notice to each Director.

Section 3. Quorum - Directors representing a majority of the total Equivalent Units shall constitute a quorum for the transaction of business. Every act or decision made by the Directors representing a majority of the Equivalent Units present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers - The Board shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, Facilities and Services and to establish reasonable penalties for the infraction thereof;

(b) suspend Facilities and Services and the right to the use of the Common Areas by those entitled to such usage by a Community Association or Other Contracting Party during any period in which such Community Association or Other Contracting Party shall be in default in the payment of any assessment levied by or payable to the Association;

(c) exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association by other provisions of these By-Laws, the Articles of Incorporation, or the contracts with Community Associations and Other Contracting Parties; and

(d) employ a manager, independent contractors, and such employees it deems necessary.

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

(a) keep a complete record of all its acts and corporate affairs;

(b) designate the duties of all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as may be more fully provided in the contracts with Community Associations and Other Contracting Parties, and without limiting the authority to negotiate and enter such contracts,

1. fix the amount of each Community Association's or Other Contracting Party's share of the Association's estimated annual budget; and

2. bill each Community Association or Other Contracting Party for payments due to the Association;

(d) procure and maintain adequate liability (including reasonable Directors and Officers liability insurance) 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) provide and maintain Common Areas, Facilities and Services within Copperfield;

(g) establish and enforce rules and regulations governing the use, operation, maintenance and control of all Common Areas, Facilities and Services;

(h) allocate the disbursement of funds received by the Association;

(i) limit use of Common Areas, Facilities and Services to Community Associations and Other Contracting Parties, but the Association shall have the power to waive this restriction when the Board deems necessary;

(j) if and when deemed necessary or appropriate, convey any Common Area to any public entity capable of maintaining and operating the same;

(k) contract with the Cypress-Fairbanks Volunteer Fire Department, or similar organizations established for similar purposes, to provide reasonable and adequate fire protection for the residents, property owners, and tenants of Copperfield;

(l) contract with an emergency medical organization to provide reasonable and adequate emergency medical and transportation services to the residents, property owners, and tenants of Copperfield; and

(m) contract with the Harris County Sheriff's Department, Harris County Constables, or a private security service to provide reasonable and adequate police security protection for the residents, property owners, and tenants of Copperfield.

ARTICLE VI COSTS

The costs and expenses of the Association shall be borne by the Community Associations and Other Contracting Parties on a prorata basis. The costs for fire protection, emergency medical service, and security protection shall be assessed to and paid by the Community Associations on the basis of actual Equivalent Units in existence within the boundaries of the Community Associations on December 31st of the year prior to the year in which the expenditures occur. All other costs including but not limited to landscape reserve maintenance, community park maintenance, and administration shall be assessed to and paid by the Community Associations and Other Contracting Parties on the basis of actual Equivalent Units in existence within the boundaries of the Community Associations and Acreage Units represented by the Other Contracting Parties on December 31st of the year prior to the year in which the expenditures occur.

Assessments made to the Community Associations and Other Contracting Parties will be due and payable by February 1st and become delinquent by March 1st of each year.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers - The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board, a Secretary, 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 held in each new fiscal year.

Section 3. Term - The officers of this Association shall be elected annually by the Board and shall hold office until their successors shall have been duly elected and qualified, unless they resign, or be otherwise disqualified to serve, in which case, the offices shall be declared vacant.

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 the Board or may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or 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 replaced.

Section 7. Multiple Offices - The offices of Secretary 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

The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, promissory notes, deeds and other written instruments.

Vice President

The Vice President shall act in the place and stead of the President in the event of absence, inability or refusal to act, and shall exercise and discharge such other duties as required by the Board.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate seal of the Association and affix it to all documents requiring said seal; serve notice of meetings of the Board; keep appropriate current records; and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; keep proper books of

account; provide an annual financial report of the Association's business; prepare an annual budget for approval by the Board; and provide a statement of income and expenditures to be presented to the Board at its regular meetings.

ARTICLE VIII
COMMITTEES

The Board of Directors may appoint such committees as it deems appropriate in carrying out its responsibilities.

ARTICLE IX
BOOKS AND RECORDS

The Articles of Incorporation, By-Laws, books, records and any and all correspondence of the Association shall be available at the principal office of the Association, during reasonable business hours, and shall be subject to reasonable inspection within such restrictions, guidelines and rules as may be established by the Board.

ARTICLE X
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COPPERFIELD COMMUNITY ASSOCIATION, INC.

ARTICLE XI
FISCAL YEAR

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, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XII
PARTICIPATION

Community Associations and Other Contracting Parties in Copperfield shall have the right to contract with the Association for Facilities and Services on a similar basis.

ARTICLE XIII
AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the Directors by a vote of two-thirds of the total Equivalent Units. Proposed amendments must be submitted in writing

to all Directors not less than ten (10) days prior to the regular or special meeting at which the amendment is to be considered.

In witness whereof, we, being all of the Incorporators of COPPERFIELD COMMUNITY ASSOCIATION, INC., have hereunto set our hands this 11th day of July, 1979.

R. D. Leonhard
R. D. Leonhard

A. C. Burkhalter, Jr.
A. C. Burkhalter, Jr.

T. R. Wussow
T. R. Wussow

FORM APPROVED 273

STATE OF TEXAS |
 |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Leonhard, A. C. Burkhalter, Jr., and T. R. Wussow, Incorporators of COPPERFIELD COMMUNITY ASSOCIATION, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of July, A.D., 1979.

Veronica Ortiz
Notary Public in and for
Harris County, Texas

Veronica Ortiz
My Commission Expires:
Dec. 17, 1980