

BY
By-Laws

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**BY-LAWS OF
SAN JULIO MANOR HOMEOWNERS' ASSOCIATION
(as proposed on 11/18/08)**

ARTICLE I.

These By-laws shall be read in accordance with the Declaration of Covenants, Conditions and Restrictions ("Declaration"), as set forth by Hogar Builders, LLC on October 5, 2005, and incorporated by reference herein. In the case of any ambiguity or conflict of any provision of these By-laws with the Declaration, the plain language of the Declaration shall control.

ARTICLE II.

This Association shall be known as San Julio Manor Homeowners' Association ("Association"). The principal office and place of business of this Association shall be the address of the President of the Board of Directors. The principal office and place of business of the Association may be changed at any time by the Board of Directors so long as written notice is delivered to each member of the Association within 5 (five) days of the change. Any maintenance fees, or other assessments due by the members of the Association shall be due and payable to the Association at its new address: on the regularly scheduled day of the month following if notice is given by the fifteenth (15) day of the month, or the regularly scheduled day of the month following thirty (30) days if notice is given after the 15 (day) of the month.

**ARTICLE III.
DEFINITIONS**

All definitions contained in the Declaration shall control.

**ARTICLE IV.
MEETING OF MEMBERS**

SECTION 1. Annual Meeting. The Association shall hold a meeting for members of the Association every twelve (12) calendar months commencing from August 27, 2008 at such place as is designated by the Board. Written notice of all meetings must be delivered to each Member of the Association by the Secretary at least ten (10) days prior to such meeting. No annual meeting of the Association may take place on a legal holiday in the State of Texas. The order of the business at each annual meeting of Members shall be as follows:

- (1) Calling meeting to order
- (2) Proof of notice of meeting
- (3) Reading minutes of last previous annual meeting

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County Clerk, Harris County, Texas

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- (4) Reports of officers
- (5) Such miscellaneous business as may come or be properly brought before the meeting
- (6) Election of directors (when applicable)

SECTION 2. Special Meetings. Special meetings of Members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, or by a majority of the Board, and shall be called by the President upon the written request of one-quarter (1/4) of all members of the Association. Business transacted at all special meetings shall be confined to the objects or purposes stated in the call; however, notice of any special meeting and consideration of business other than that stated in the call may be waived in writing by any Member and will be considered as waived by his/her attendance at any such special meeting.

The Board may designate any place within ten (10) miles of San Julio Drive as the place of meeting for any special meeting of Members called by the Board. If no designation or place of meeting is made or if a special meeting be called by other than the Board, the place of meeting shall be at the principal place or office of the Association.

SECTION 3. Notices of Meetings. Notice of annual or special meetings shall be printed. Notice of any annual meeting shall be deemed satisfactorily delivered to any Member if mailed to or attached to the primary entrance of the residence of, any such member, not less than ten (10) days nor more than thirty (30) days preceding the date of any such annual or special meeting. Notice of an annual or special meeting will be satisfactorily delivered if it is delivered through e-mail not less than seven (7) days preceding nor more than thirty (30) days preceding the date of any such meeting.

SECTION 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the total votes shall constitute a quorum, except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-laws. If, however, a quorum shall not be present or represented at any meeting, a majority of the Members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which quorum shall be present or represented, and entitled to vote, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting and who are entitled to vote may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

SECTION 5. Proxies. At all meetings of Members, a Member may vote or give his consent to proxy executed in writing by the Member, or by his/her duly authorized attorney in fact. Such proxy shall and must bear a date not more than ten (10) days prior to said meeting, and must be filed with the Secretary of the Association before or at the time of the meeting. A proxy who is a Member's spouse or domestic partner may serve as Proxy without written consent of the Member. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her lot.

SECTION 6. Voting of Members. Each member with voting power shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Such vote may be by a voice vote, but any qualified voter may demand a vote by ballot, each of which shall state the name of the Member voting, and the number of qualified votes by him, and if such ballot be cast by proxy, it will also state the name of such proxy.

SECTION 7. Voting for Election of Directors. Unless otherwise provided by law, at each election of Directors, every Member entitled to vote at such election shall have the right to vote in person or by proxy the total number of votes owned by him or her for each Director's position to be filled on the Board. There shall be no cumulative voting privileges nor shall the Members be required to distribute their votes among any number of candidates on the cumulative voting principal.

SECTION 8. Consent of Absentees. No defect in the calling or noticing of a Members meeting will affect the validity of any action at the meeting if a quorum was present and if each Member not present in person or by proxy signs a written waiver of notice, consenting to the calling of the meeting and such waiver consenting thereto is filed with the corporate records or made a part of the minutes of the meeting.

SECTION 9. Informal Action by Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE V
BOARD OF DIRECTORS

SECTION 1. General Powers. The management of all the affairs, property and business of the Association shall be vested in a Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Certificate of Incorporation, the Declaration, or these Bylaws, directed to be exercised or done by the Members. However, the Board shall make no special assessment, agreement or contract that would subject the Association, or the Membership, to any debt, liability, or any other legal or financial obligation, or contract for services, without consent from the Membership by a majority vote, unless it is to contract for, or provide for, a necessity or in an emergency situation. In an emergency situation, the Board may only take such action as is reasonably necessary given the circumstances and only for a limited time until such matter can be voted on by the Membership in accordance with the above provisions.

SECTION 2. Nomination. Nomination for election to the Board may only be made from the floor at an annual election meeting. An election shall be held at the next annual meeting following any vacancy in office, unless a special meeting is called.

SECTION 3. Number, Tenure, and Qualifications. The number of Directors of the Association shall be not less than two (2) persons who shall be elected at the annual meeting of the Members by a simple majority vote for a term of one (1) year. The Members may elect more than two (2) directors, but not more than five (5) directors, if they so choose. Each Director shall hold office until his successor is elected and qualified even though his tenure of office should thereby exceed one (1) year.

The number of Directors of the Association and their respective terms of service may at any time be increased or decreased by vote of the majority of Members entitled to vote at any regular or special meeting of Members if the notice of such meeting contains a statement of the proposed increase or decrease. Provided, however, that the minimum number of directors shall be two (2) and their minimum term of service shall be one (1) year. In case of any such increase, such additional directors shall hold office - until their successors are duly elected and qualified. It shall be a requirement of the office of Director that such person be a Member of this Association.

SECTION 4. Election of Officers. The directors shall elect at their first meeting after the third annual meeting of each year the following officers of the Association for a term of one (1) year or until their successors are chosen even though their tenure of office would thereby exceed one (1) year: A President, Secretary, and a Treasurer. Any Director position on the Board, with the exception of President and Secretary, may be held by the same Member.

The Board may choose additional Director positions, but such created position must be filled by a majority vote of the Members.

SECTION 5. Regular Meetings. A regular meeting of the Board shall be held without other notice than this Bylaw immediately after, and at a place chosen by the Board. The Board may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. Such meeting must be open to the Members and be held within ten (10) miles of San Julio Drive. Minutes of Board meetings must be made, maintained, and made available for inspection by Members within five (5) days upon receipt of written request from any Member.

SECTION 6. Special Meetings. Special meetings of the Board may be called at any time by the President, or in his absence, by the Secretary. The Board may designate any place within ten (10) miles of San Julio Drive as the place of meeting for any special meeting. Minutes of Special meetings of the Board must be made, maintained, and made available for inspection by Members within five (5) days upon receipt of written request from any Member.

SECTION 7. Notice. Notice any special meeting of the Board shall be given at least seven (7) days previously thereto through oral or written means to each Director. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum. A majority of the number of Directors fixed by Section 2 of this Article IV shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The act of the majority of the Directors present at a meeting in which a quorum is present shall be the act of the Board.

SECTION 9. Vacancies. Any vacancy occurring in the Board, regardless of the manner in which caused, may be filled by the affirmative vote of a majority of the remaining directors, through less than a quorum of the Board, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected and qualified. Any Directorship to be filled by reason of an increase in the number of directors shall be filled by election at a annual meeting or at a special meeting of Members called for that specific purpose.

SECTION 10. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties. Such reimbursement must be requested in writing to the Secretary of the Association with all relevant documentation attached. The Secretary of the Association may approve such reimbursement and shall provide at the minutes of the next special or annual meeting, a report indicating all reimbursements made since the close of the last special or annual meeting.

SECTION 11. Presumption of Assent. A Director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have consented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or the Association immediately, and not more than five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Powers. The Board shall have the power to:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish reasonable penalties for the infraction thereof.

- B. Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from 3 consecutive regular meetings of the Board
- C. Employ a manager, independent contractor, or other such employees as they deem necessary, and to prescribe their duties (subject to the provisions of Article V, Section I, supra); and/or
- D. Foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay same.

SECTION 13. Other Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Association and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation, the Declaration, or by these Bylaws directed or required to be exercised or done by the members.

SECTION 14. Informal Action by Directors. The Directors shall have the right to take any action in the absence of a meeting which they could take in a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

SECTION 15. Duties. It shall be the duty of the Board to:

- A. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- B. As more fully provided in the Declaration and Article VI of these Bylaws, to:
 - 1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. In no event, however, shall the amount of the annual assessment be less than the minimum amount necessary to adequately maintain and support the Common areas;
 - 2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment;
 - 3) issue, or to cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - 4) procure and maintain, adequate liability and hazard insurance on property owned by the Association; and,

5) cause the common area to be maintained.

- C. Fix the amount of any special assessments for capital improvements. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the successors in title unless expressly assumed by them.
- D. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of an improvement upon the Common Area, including fixtures, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.
- E. Written notice of any meeting called for the purpose of fixing or levying special assessments only as defined herein shall be sent to all Members not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies entitled to cast at least sixty (60) percent of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VI 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. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and for improvement and maintenance of the Common Area. 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.

Both annual and special assessments must be affixed at a uniform rate for all Lots and may be collected on a monthly basis as determined by the Board.

The annual assessments provided for herein shall commence as to all Lots in accordance with the determination of the Board. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or the abandonment of his or her Lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VII COMMITTEES

The Board may appoint committees, standing or temporary, as deemed appropriate in carrying out its purpose and consistent with these Bylaws.

ARTICLE VIII OFFICERS

SECTION 1. Officers of the Association. The officers of the Association shall be those designated in Section 3 of Article VI, supra. The election and term of office of such officers shall be as provided in Section 3 of Article VI, supra. If the election of officers shall not be held at the meeting designated for the election of officers, such election shall be held as soon thereafter as conveniently may be. Each officer, whether elected or appointed, shall hold office until his successor shall have been duly elected and shall have qualified or until his death, resignation or removal in the manner hereinafter provided. It is required that any officer be a Member of the Association.

SECTION 2. Removal. Any officer or agent elected or appointed by the Board may be removed by the affirmative vote of two-thirds (2/3) of all Members or their proxies, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board at any regular or special meeting for the unexpired portion of the term and until a successor shall have been duly elected and qualified.

SECTION 5. President. The President shall preside at all meetings of Members and Directors. The President shall be the principal executive officer of the Association and, subject to the Board's control, shall in general supervise and control all the business and affairs of the Association. He may sign, with the Secretary, and with the approval of the Membership, contracts with vendors who are to provide construction, repair, and/or maintenance services to the Common Areas of the Association. The President, must, however, document to the Membership at a regular or special meeting, that the Board solicited bids from different providers and allow for discussion of the bidding process. The President shall be responsible for carrying into effect all orders and resolutions of the Board and Members as required or as good business dictates. In the absence of a Treasurer, the President shall faithfully perform all duties of a Treasurer as outlined below in Section 7, Article VII

SECTION 6. Secretary. The Secretary shall:

- A. Keep the minutes of the Members and of the Board meetings in one or more books provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by the law;
- C. Be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal, is duly authorized;
- D. Keep a register of the post office address and contact information of each Member, which shall be furnished to the Secretary by each Member;
- E. In General, perform all duties incident to the office of Secretary and such other duties from time to time as may be assigned to him or her by the President or by the Board.

SECTION 7. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He shall:

- A. Have charge and custody of and be responsible for all monies, bonds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws;

- B. Disburse all funds of the Association in payment of the just demands against the Association, or as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Membership at regular meetings, or as may be required of him or her by the Board, an account of all transactions as Treasurer and of the financial condition of the Association; and,
- C. Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

SECTION 8. Compensation of Officers. No officer shall receive compensation for any service he or she may render the Association. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties, but only if such expenses are pre-approved by the Board.

SECTION 9. Reports of Officers. All officers shall render reports of the business transacted by them during the fiscal year last concluded at the last annual meeting of the Board's term and at any directors meeting. Such reports may be orally given unless the Board instructs the officers to render written detailed reports of such business transacted.

ARTICLE IX CONTRACTS, LOANS, CHECKS, AND DEPOSITS

This Article is to be interpreted in accordance with and subject to the requirements of Article 5, *supra*.

SECTION 1. Contracts. The Board may authorize an officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loan shall be contract on behalf of the Association and no evidence of indebtedness shall be issued in its name unless approved by the Membership. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association, and in such manner as from time to time may be determined by resolution of the Board.

SECTION 4. Deposits. All funds of the Association not otherwise employed shall be deposited in a reasonable period of time to the credit of the Association in such banks, trust companies, or other depositories, that are fully insured against loss, as the Board may select.

ARTICLE X
CORPORATE SEAL

The Board shall provide a corporate seal which shall have inscribed thereon the legal name of the Association.

ARTICLE XI
BOOKS AND RECORDS

SECTION 1. Maintenance of Books and Records. All books, accounts and records of the Association, unless otherwise required by law or authorized by the Board, shall be kept by any member of the Board that the Board shall designate and shall be open to inspection by the Directors and Membership at any reasonable time or times. Copies may be purchased at cost.

ARTICLE XII
NOTICES

SECTION 1. Form and Manner of Notice. Whenever the provisions of any statute of the State of Texas or the Certificate of Incorporation, or these Bylaws, require notice to be given to any director, officer, or Member, they shall not be constructed to mean personal notice; such notice may be given in writing by depositing the same in any post office of the United States in a postpaid, sealed wrapper, addressed to such director, officer, or Member at his or her address as the same appears in the books of the Association unless otherwise provided by these By-laws, and the time when the same shall be mailed shall be deemed to be the time of giving of such notice.

SECTION 2. Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any Member, officer or Director of the Association under the provisions of the Certificate of Incorporation, if the notice is signed by the person or persons entitled to such notice, whether before or after the time stated therein, this shall be deemed equivalent to the giving of such notice.

ARTICLE XIII
AMENDMENT TO BY-LAWS

SECTION 1. Amendment by Board of Directors. Except as provided in Section 3 of this Article XIII, the Board shall have the power to make, amend, alter or repeal the Bylaws of this Association with a majority vote of the Membership, provided that a special meeting is called to discuss the changes and vote on the changes. Upon motion by any Member at the special meeting called to amend the bylaws, each separate amendment or change must be voted on individually.

SECTION 2. Amendment by Members. Except as provided in Section 3 of this Article XIII, the Members, by affirmative majority vote, may make, alter, amend or

repeal the bylaws without any notice at any annual meeting, or these bylaws may be altered, amended or repealed and new bylaws adopted by a majority vote of the Membership at any special meeting in which the proposed amendment, alteration or repeal of bylaws have been set out in the notice of such special meeting.

SECTION 3. Limitation on Amendments. Neither the Board nor the Members shall have the power or authority to amend any of these bylaws in a manner inconsistent with the Declaration, including, without limitation, provisions in the Declaration relating to the Association's responsibilities for maintaining and improving Common Areas. The amendment of any covenants and restrictions set forth in the Declaration may only be amended in accordance with the terms of said Declaration, requiring an instrument approved by the relevant governmental agency, and signed by the Owners of at least ninety (90) percent of the Lots.

Adopted this 15th day of December, 2008.

ATTEST: SAN JULIO MANOR HOMEOWNERS ASSOCIATION

*102
None*

(SEAL)

BY:

[Handwritten Signature]

Kevin H. Garza, its President and duly authorized agent

I, Kevin Garza, the duly elected, qualified and acting President of the San Julio Manor Homeowners Association, Inc., do hereby certify that these bylaws are the original bylaws duly adopted by the Board at its first meeting held on the 15th day of December, 2008.

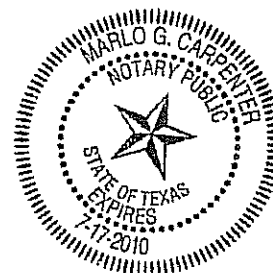
[Handwritten Signature]
Kevin H. Garza

AFTER RECORDING RETURN TO:

Attn: Kevin H. Garza
San Julio Manor Homeowners Assoc.
2300 West Tidwell Road
Houston, TX 77091-4740

[Handwritten Signature]
5th DAY OF January 2009

RECORDER'S MEMORANDUM:
At the time of recording this instrument was found to be a duplicate of a previously recorded instrument. No original or photographic reproduction was provided. No original or photographic copy, document, paper, etc. All individuals additions and changes were present at the time the instrument was filed and recorded.



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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 on

JAN 12 2009



Beverly L. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS