

AMENDMENT
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
THE FOREST OF FRIENDSWOOD

This instrument amends and replaces WITNESSETH: ("Developer") on page 1 and Section 2.02 – "Vehicular Parking and Access" on page 6 and Section 2.11 – Fences, Walls and Hedges on page 8 of the Declaration of Covenants, Conditions and Restrictions of The Forest of Friendswood Subdivision by Coastal Bend Property Development, LLC filed for record on May 29, 1998 under Clerks File No. GAC9824503 in the Real Property Records of Galveston County, Texas, and as amended this date by Coastal Bend Property Development, LLC., such that

WITNESSETH:

Coastal Bend Property Development, LLC ("Developer") is a Limited Liability Company and is owner of the tract or parcel of land consisting of approximately 424 acres of land situated in Galveston County, Texas, that are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Land")

Section 2.02 – "Vehicular Parking and Access": No vehicle shall be parked on any part of the Land, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business to serve a Unit may be in the Development. No motorcycles, bicycles or tricycles may be parked in the Development unless parked inside garages and concealed from public view. Motorized and non-motorized recreational vehicles, boats and/or trailers or utility trailers cannot be parked in the Development for more than five (5) consecutive days, unless parked inside garages and concealed from public view. No motorized vehicles shall be allowed on or across any common area or reserve, particularly sidewalks, Hike and Bike Trails, recreational and park reserves except for maintenance or security purposes with express written consent from the Board of Directors

Section 2.11 – Fences, Walls and Hedges: There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. The provisions contained herein apply solely to brick and wooden fences, and under no circumstances shall the Architectural Control Committee allow the installation of chain link fences. Approval of the Architectural Control Committee is not required for any fences or walls constructed by the Developer. No fence, wall, tree, hedge, shrub or

structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

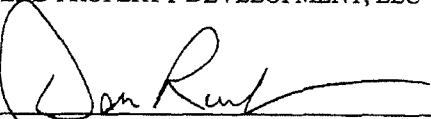
- (a) Privacy – Privacy fences of brick or of cedar, cypress or other suitable, durable wood may be erected to a maximum of six (6) feet and must be approved by the Architectural Control Committee.
- (b) Special Provisions – Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain fences and/or walls to be maintained by the Association. Section .11 does not apply to completely enclosed, screened areas attached to the Dwelling
- (c) The following lots are restricted to specific fencing limitations as designated.
 1. The owner of Lot 1, Block 2, The Forest, Section 12, as reflected on the Final Plat of The Forest, Section 12, recorded in Vol. 18, Pg. 1200-1201, Galveston County Map Records, is permitted to construct a fence meeting all other requirements of fencing permitted in said Subdivision, along the twenty foot (20') building line extending from the rear (northernmost) property line a distance of not more than forty five (45') feet and parallel to the Developer Fence existing along the eastern property line. No fence shall be constructed in advance of or connecting to the Developer Fence
 2. The owner of Lot 11, Block 1, The Forest, Section 12, as reflected on the Final Plat of The Forest, Section 12, recorded in Vol. 18, Pg. 1200.1201, Galveston County Map Records, is permitted to construct a fence meeting all other requirements of fencing permitted in said Subdivision, along the twenty foot (20') building line extending from the rear (northernmost) property line a distance of not more than forty five (45') feet and parallel to the Developer Fence existing along the western property line. No fence shall be constructed in advance of or connecting to the Developer Fence.

017-55-0247

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the 15th day of October, 2002.

COASTAL BEND PROPERTY DEVELOPMENT, LLC

BY:


Daniel Rucker, Manager / Agent

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument is acknowledged before me on October 15, 2002
by Daniel Rucker, Manager / Agent of COASTAL BEND PROPERTY
DEVELOPMENT, LLC.




Notary Public, State of Texas

017-55-0248

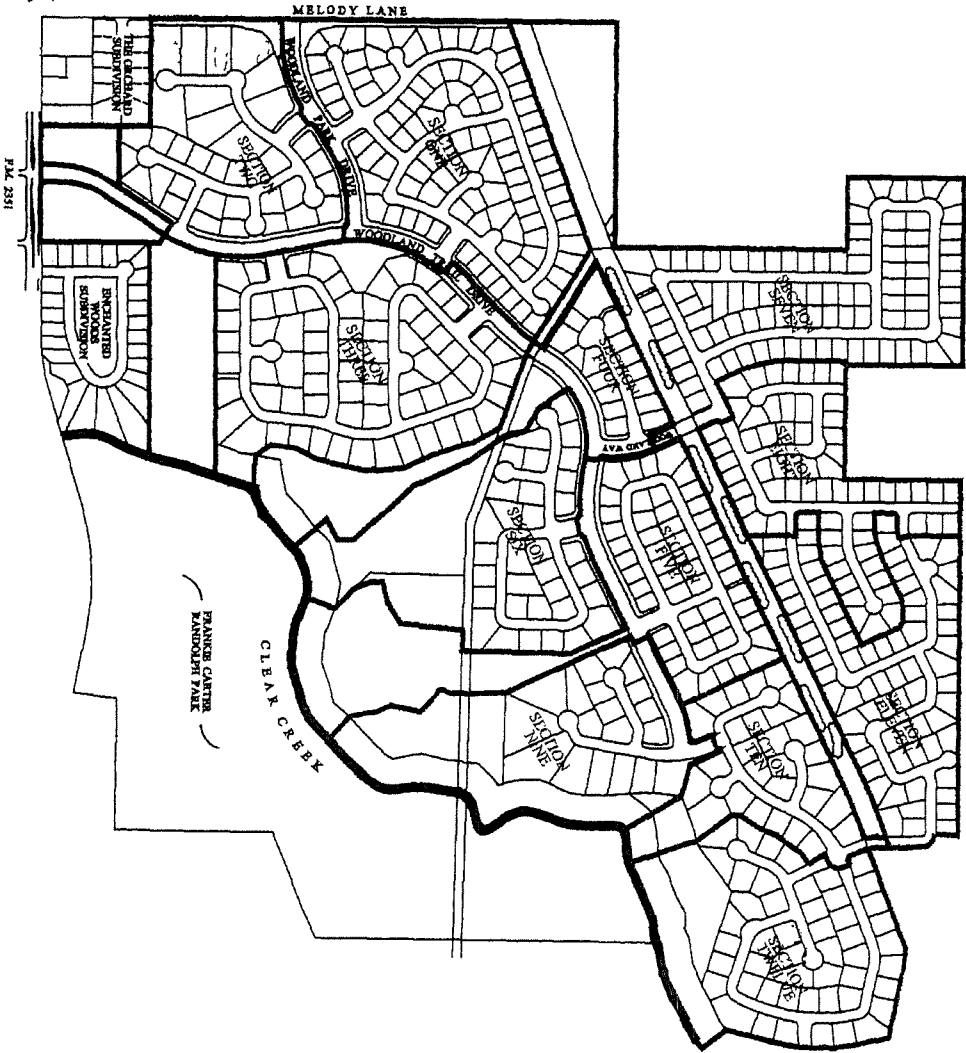


EXHIBIT "A"
FOREST
 OF FRIENDSWOOD
 APPROX. 424 ACRES

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Patricia Ritchie

017-55-0249

2002 OCT 15 02:37 PM 2002060877

MEJIA_V \$15.00

Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS

PAID

COASTAL BEND PROPERTY DEVELOPMENT, LLC
8121 BROADWAY, SUITE 150
HOUSTON, TX 77061

SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS }

COUNTY OF GALVESTON }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

THE FOREST OF FRIENDSWOOD, A RESIDENTIAL SUBDIVISION
LOCATED IN THE CITY OF FRIENDSWOOD, GALVESTON COUNTY,
TEXAS, AS FULLY DESCRIBED WITHIN THAT CERTAIN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF
GALVESTON COUNTY, TEXAS, BEARING CLERK'S FILE NO. GAC
9824503, AND FILM CODE NO. 012-62-0689, ET SEQ., OFFICIAL PUBLIC
RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-DESCRIBED SUBDIVISION

018-90-1584

FIRST AMENDMENT TO BY-LAWS
OF
THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.

FIRST AMENDMENT TO BY-LAWS OF
THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.

ARTICLE IV - BOARD OF DIRECTORS, NUMBER, POWER,
MEETINGS

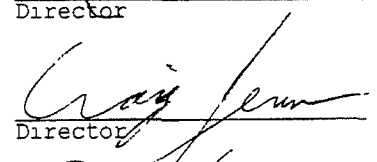
Section 4.03 - Number of Directors The number of Directors shall be five (5), all of whom shall be members (in good standing) of the Forest of Friendswood Homeowners Association, Inc., and all of whom shall reside within the Forest of Friendswood subdivision. The number of Directors may be increased or decreased by amendment of these By-laws. Any decrease in the number of Directors shall not have the effect of reducing the total number of Directors below three, nor of shortening the tenure, which any incumbent Director would otherwise enjoy.

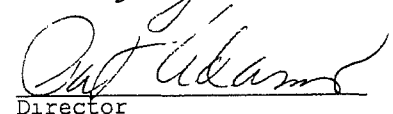
All other sections of said By-Laws shall remain unchanged.

IN WITNESS WHEREOF, we, being all of the Directors of The Forest of Friendswood Homeowners Association, Inc., have hereunto set our hands this the 9th day of June, 2003.


Director

Director


Director

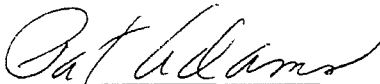

Director

First Amendment
to By-Laws
Page 2

CERTIFICATION BY SECRETARY

I, the undersigned, do hereby certify that I am the Secretary of The Forest of Friendswood Homeowners Association, Inc., a Texas non-profit corporation; and that the foregoing document constitutes the First Amendment to the By-Laws of said The Forest of Friendswood Homeowners Association, Inc., as duly adopted and ratified by the Board of Directors at a meeting said of Directors, held on the 9th day of June, 2003, in accordance with Article II, Section 2.04 of the By-Laws of The Forest of Friendswood Homeowners Association, Inc

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation, this the 9th day of June, 2003.


Secretary

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }
 }
 COUNTY OF GALVESTON } KNOW ALL MEN BY THESE PRESENTS:

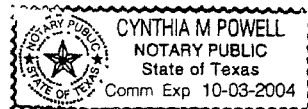
THAT the foregoing and attached documents, including "First Amendment to By-Laws of The Forest of Friendswood Homeowners Association, Inc.", are original documents which were adopted in connection with the operation and administration of The Forest of Friendswood subdivision, located in Galveston County, Texas, The Forest of Friendswood Homeowners Association, Inc., and all of the properties governed thereby. Such documents constitute a supplement to the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."



Michael J. Treece, Attorney for
 The Forest of Friendswood
 Homeowners Association, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of
July, 2003.



Cynthia M. Powell
 NOTARY PUBLIC - STATE OF TEXAS

After Filing
 Please Return to:

Michael J. Treece
 Attorney at Law
 17040 El Camino Real
 Suite 400 PAID
 Houston, Texas 77058

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Daigle

2003 JUL 25 02:52 PM 2003050878
 GARC.F \$17.00
 Mary Ann Daigle, COUNTY CLERK
 GALVESTON, TEXAS



ADDITIONAL DEDICATORY INSTRUMENTS
for
THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Trisha Taylor Farine**, who, being by me first duly sworn, states on oath the following

"My name is Trisha Taylor Farine, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated

"I am the attorney/agent for THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC. Pursuant with Section 202 006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files

Policy Regarding Alternative Payment Schedules

DATED this 11th day of April, 2012

THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.

BY Trisha Taylor Farine
Trisha Taylor Farine, Attorney/agent

SUBSCRIBED AND SWORN TO BEFORE ME by the said Trisha Taylor Farine, on this
the 11th day of April, 2012

Kristi J. Snow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to
DAUGHTRY & JORDAN, P C
17044 El Camino Real
Houston, Texas 77058



**THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.
POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

WHEREAS, Section 209.0062 of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties; and

WHEREAS, Section 209.0062(d) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located.

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Adopted this 31 day of March, 2012, by the Board of Directors of The Forest of Friendswood Homeowners Association, Inc.

THE FOREST OF FRIENDSWOOD HOMEOWNERS
ASSOCIATION, INC.


Signature of Secretary

Print Name: Mira Bush Pedersen

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Dwight D. Sullivan
2012019256

April 16, 2012 11 33 39 AM

FEE \$20 00

Dwight D Sullivan, County Clerk
Galveston County, TEXAS



ADDITIONAL DEDICATORY INSTRUMENTS
for
THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Trisha Taylor Farine**, who, being by me first duly sworn, states on oath the following.

"My name is Trisha Taylor Farine, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

"I am the attorney/agent for THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files.

By-Laws
First Amendment to By-Laws

DATED this 11th day of April, 2012

THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC

BY. Trisha Taylor Farine
Trisha Taylor Farine, Attorney/agent

SUBSCRIBED AND SWORN TO BEFORE ME by the said Trisha Taylor Farine, on this
the 11th day of April, 2012

Kristi J. Snow
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording return to
DAUGHTRY & JORDAN, P C
17044 El Camino Real
Houston, Texas 77058



**BY-LAWS
OF
THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I - NAME, MEMBERSHIP, APPLICABILITY & DEFINITIONS

Section 1.01 - Name The name of the Association shall be The Forest of Friendswood Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association")

Section 1.02 - Membership The Association shall have two (2) classes of membership, Class "A" and "B" as more fully set forth in the Declaration of Covenants, Conditions and Restrictions for The Forest of Friendswood (said Declaration, as amended, renewed, or extended from time-to-time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein

Section 1.03 - Definitions The words used in these By-laws shall have the same meaning as set forth in said Declaration unless the context shall prohibit

ARTICLE II - CORPORATE CHARTER AND OFFICES

Section 2.01 - Corporate Charter Provisions Each provision of the Corporation's Charter shall be observed until amended by Restated Articles or Articles of Amendment duly filed with the Texas Secretary of State.

Section 2.02 - Registered Office and Agent The address of the registered office provided in the Articles of Incorporation, as duly filed with the Texas Secretary of State, is 1100 Nasa Road One #402, Houston, Texas 77058

The registered agent or office may be changed by filing a Statement of Change of registered Agent or Office or Both with the Texas Secretary of State, and not otherwise. Such filing shall be made promptly with each change. Arrangements for each change in registered agent or office shall ensure that the Corporation is not exposed to the possibility of a default judgment. Each successive registered agent shall be of reliable character and well informed of the necessity of immediately furnishing the papers of any lawsuit against the Corporation to its attorneys.

Section 2.03 - Business Offices The address of the initial principal office of The Forest of Friendswood Homeowners Association, Inc is hereby established as 1100 Nasa Road One #402, Houston, Texas 77058

The Corporation may have additional business offices within the State of Texas, and where it may be duly qualified to do business outside of Texas, as the Board of Directors may designate or the business of the Corporation may require

Section 2.04 - Amendment and Repeal of By-Laws Both the Members and the Board of Directors may alter, amend, or repeal these By-laws, and adopt new By-laws All such By-law change shall take effect upon adoption Notice of By-laws changes shall be given in or before notice of the first Members' meeting following their adoption

ARTICLE III - MEMBERS & MEMBERS MEETINGS

Section 3.01 - Members Every Owner of a Lot or Unit shall be a Member of the Association as designated in Section 3.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Unit which is subject to Maintenance Charge or from occupancy of a Unit

Section 3.02 - Membership Classes & Voting Rights The Association shall have the following two (2) classes of voting membership

(a) **Class A** Class A members shall be Owners of Lots in the Development, except for the Developer so long as the Developer retains Class B voting rights as defined herein, and shall be entitled to one (1) vote for each such Lot so owned.

(b) **Class B** The Class B member shall be the Developer and shall be entitled to fifteen (15) votes for each Lot or Unit owned in the Development The Class B membership shall cease to exist and be converted to Class A membership when the first of one of the following events occurs

(1) When the total votes outstanding in Class A membership exceeds the total votes outstanding in Class B membership, or,

(2) Ten (10) years following the conveyance of the first Lot or Unit from the Developer to an Owner, or

(3) On July 1, 2008

Section 3.03 - Joint Owners When more than one person holds an interest in any Lot or Unit, all such persons shall be Members of the Association, provided, however, that the Owner's vote shall be exercised as provided above or as all persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit not owned by the Developer

Section 3.04 - Resignation Any Member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid

Section 3.05 - Annual Meeting The time, place, and date of the annual meeting of the Members of the Corporation, for the purpose of electing Directors and for the transaction of any other business as may come before the meeting, shall be set by a majority vote of the Board of Directors. If the day fixed for the annual meeting is a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day thus designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as possible

Section 3.06 - Action without Meeting Any action that may be taken at a meeting of the Members under any provision of the Texas Non-Profit Corporation Act may be taken without a meeting if authorized by a consent or waiver signed by all of the persons who would be entitled to vote on that action at a meeting and filed with the Secretary of the Corporation. Each such signed consent, or a true copy thereof, shall be placed in the Corporate Record Book

Section 3.07 - Place of Meetings Members' meetings shall be held at any place within or without the State of Texas as may be designated by the Board of Directors or by the written consent of all persons entitled to vote at a Members' meeting. Any meeting is valid wherever held if written consent to the meeting is given by all persons entitled to vote at the meeting

Section 3.08 - Telephone Meetings Subject to the notice provisions required by these By-laws and by the Texas Non-Profit Corporation Act, Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating can hear each other. Participation in such meeting shall constitute presence in person at such meeting, except participation for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened

Section 3.09 - Failure to Hold Annual Meetings If, within any thirteen (13) month period, an Annual Members' Meeting is not held, any Member may demand, by registered mail to any officer, that the meeting be held within a reasonable time. If the meeting is not held within sixty (60) days of the demand, any Member may compel the meeting by legal action directed against the Board of Directors

Section 3.10 - Conduct of Meetings Members' meetings shall be chaired by the President, or, in the President's absence, the Vice President or any other person chosen by a majority of the Members present in person or by proxy and entitled to vote. The Secretary of the Corporation, or, in the Secretary's absence, an Assistant Secretary, shall act as Secretary of the Members' meetings. In the absence of the Secretary or Assistant Secretary, the Chairman of the meeting shall appoint another person to act as Secretary of the meeting

Section 3.11 - Notice of Meetings The officer or persons giving notice of a Members' meeting shall deliver written notice to each Director and to each Member entitled to vote at the meeting at least ten (10) but not more than fifty (50) days before the date of the meeting. Such notice shall state the place, day, and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called. The notice shall be addressed to each recipient at such address as appears in the Corporation's records or as the recipient has given to the Corporation for the purpose of notice. Meetings provided for in these By-laws shall not be invalid for lack of notice if all persons entitled to notice consent to the meeting in writing or are present at the meeting in person or by proxy and do not object to the notice given. Consent may be given either before or after the meeting. Notice of the reconvening of an adjourned meeting is not necessary unless the meeting adjourned more than thirty (30) days past the date stated in the Notice. In which case notice of the adjourned meeting shall be given as in the case of any special meeting.

Section 3.12 - Waiver of Notice Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objected to the calling or convening of the meeting is raised before the business, of which proper notice was not given, is put to a vote.

Section 3.13 - Special Meeting A special Members' meeting may be called at any time by the President, the Board of Directors, or one or more Members holding one-tenth (1/10) or more of all the votes entitled to be cast at the meeting. Such meeting may be called for any purpose

The party calling the meeting may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the request shall cause notice of the meeting to be sent to all the Members entitled to vote at the meeting.

If the officer does not give notice of the meeting within ten (10) days after receipt of the request, the person or persons calling the meeting may fix the time of the meeting and give the notice. The notice shall be sent pursuant to Section 3.11 of these By-laws. The notice of a special Members' meeting must state the purpose or purposes of the meeting and absent consent of every Member to the specific action taken, shall be limited to purposes plainly stated in the notice notwithstanding other provisions herein.

Section 3.14 - Quorum

(a) Quorum of Members As to each item of business to be voted on, the presence (in person or by proxy) of the Members holding at least one-tenth (1/10) of all the votes entitled to be cast on that matter shall constitute the quorum necessary for the consideration of the matter at a Members' meeting. If a quorum is present, every act done or resolution passed by a majority of the Members present at the meeting shall be the act of the Members.

(b) Adjournment for Lack of Quorum No business may be transacted in the absence of a quorum, or upon the withdrawal of enough Members to leave less than a quorum, other than to adjourn the meeting from time to time by the vote of a majority of the votes represented at the meeting.

Section 3.15 - Voting The voting rights of the Members shall be as set forth in the Declaration and such voting rights provisions are specifically incorporated here.

Section 3.16 - Proxies A member may vote either in person or by proxy executed in writing by the Member or his or her duly authorized attorney in fact. Unless otherwise provided in the proxy or by law, each proxy shall be revocable and shall not be valid after eleven (11) months from the date of its execution.

Section 3.17 - Voting by Mail Any election of Directors may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV - BOARD OF DIRECTORS, NUMBER, POWER, MEETINGS

Section 4.01 The affairs of the Association shall be governed by a Board of Directors

Section 4.02 - Directors During Declarant Control The Directors shall be selected by the Declarant and shall serve at the pleasure of the Declarant so long as the Class "B" membership exists as set forth in the Declaration unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in The Forest of Friendswood.

The names of the initial Directors selected by the Class "B" Members are set forth in the Articles of Incorporation of the Association After the period of Declarant appointment, all Directors must be Members of the Association

Section 4.03 - Number of Directors The number of Directors shall be five (5), all of whom shall be members (in good standing) of the Forest of Friendswood Homeowners Association, Inc , and all of whom shall reside within The Forest of Friendswood subdivision. The number of Directors may be increased or decreased by amendment of these By-laws Any decrease in the number of Directors shall not have the effect of reducing the total number of Directors below three, nor of shortening the tenure which any incumbent Director would otherwise enjoy

Section 4.04 - Term of Office Each Director shall serve a term of three (3) years, and the terms of office of the Directors shall be staggered There currently are five (5) directors and each director shall be elected to a specific Position Position 1 shall have a term ending in 2011 and every third year thereafter Each of Position 2 and Position 3 shall have a term ending in 2012 and every third year thereafter Each of Position 4 and Position 5 shall have a term ending in 2013 and every third year thereafter Each Director shall hold office until he dies, has resigned, or been removed from office and his successor has been elected and qualified All resignations are effective immediately upon receipt and may not be rescinded or withdrawn

Section 4.05 - Compensation No Director shall receive compensation for any service rendered to the Association Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties as a Director This policy does not preclude any Director securing the Corporation in any other capacity and receiving compensation for such additional service.

Section 4.06 - Indemnification of Directors and Officers The Corporation shall indemnify all Officers, Directors, employees, and agents to the extent required by law The Board of Directors may, by separate resolution, provide for additional indemnification as allowed by law

Section 4.07 - Insuring Directors, Officers, and Employees The Corporation may purchase and maintain insurance, or make any other arrangement, on behalf of any person as permitted by Article 2.22A(R) of the Texas Non-Profit Corporation Act, whether or not the Corporation has the power to indemnify that person against liability of any acts

Section 4.08 - Nomination of Directors Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. No Director who has been removed from the Board of Directors by affirmative vote of the Members may run for election to the Board of Directors for a period of one year after the date of removal.

Section 4.09 - Vacancies Vacancies on the Board of Directors shall exist upon (a) the failure of the Members to elect the full authorized number of Directors to be voted for at any Members' meeting at which any Director is to be elected, (b) a declaration of vacancy under Section 4.09(a) of these By-laws; (c) the death, resignation, or removal of any Director.

Section 4.09(a) - Declaration of Vacancy A majority of the Board of Directors may declare the office of a Director vacant if the Director is adjudged incompetent by a court, is convicted of a crime involving moral turpitude, or fails to accept the office of Director, either by a letter of acceptance or by attending a meeting of the Board of Directors within thirty (30) days of notice of election.

Section 4.09(b) - Filling Vacancies by Directors Vacancies other than those caused by an increase in the number of Directors shall be temporarily filled by majority vote of the remaining Directors, though less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until a successor is elected at a Members' meeting. Vacancies reducing the number of Directors to less than three (3) shall be filled before the transaction of any other business.

Section 4.09(c) - Filling Vacancies by Members Any vacancy on the Board of Directors, including those caused by an increase in the number of Directors, shall be filled by the Members at the next annual meeting or at a special meeting called for that purpose. Upon the resignation of a Director tendered to take effect at a future time, the Board or the Members may elect a successor to take office when the resignation becomes effective.

Section 4.10 - Removal of Directors The entire Board of Directors or any individual Director may be removed, with or without cause, from the Board of Directors by a vote of a majority of the Members entitled to vote at an election of Directors who are present in person or by proxy at a Regular Meeting of the Members or at a Special Meeting of the Members called for such purpose. Replacements of such Directors may be elected at the same meeting of the Members.

Section 4.11 - Organization Meetings The elected Board shall assume its duties at the first meeting of the Board of Directors following each annual meeting of the membership, and such Board of Directors meeting shall be held within ten (10) days after the annual meeting.

Section 4.12 - Regular Meeting 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 with at least one (1) per quarter.

Notice of the regular schedule shall constitute sufficient notice of such meeting. Any regular or special meetings of the Board of Directors may be held by means of video or telephonic conference, provided each Director so participating therein signs, for approval, the written minutes of such meeting.

Section 4.13 - Special Meetings Special meetings of the Board of Directors for any purpose may be called at any time by the President or, if the President is absent or unable or refuses to act, by any Vice President or any two (2) Directors. Written notice of the special meeting, stating the time and place of the meeting, shall be mailed ten (10) days before, or personally delivered so as to be received by each Director not later than two (2) days before, the date appointed for the meeting. The notice may include a tentative agenda, but the meeting shall not be confined to any agenda included with the notice, and none is required.

Upon providing notice, the Secretary or other Officer sending notice shall sign and file in the Corporate Record Book a statement of the details of the notice given to each Director. If such statement should later not be found in the Corporate Record Book, due notice shall be presumed.

Section 4.14 - Waiver of Notice The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or any approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 4.15 - Quorum of Board of Directors The presence throughout any Directors' meeting, or adjournment thereof, of a majority of the authorized number of Directors shall be necessary to constitute a quorum to transact any business, except to adjourn. If a quorum is present, every act done or resolution passed by a majority of the Directors present and voting shall be the act of the Board of directors, unless the act of a greater number is required by law, the Articles of Incorporation, or these By-laws. Directors present by proxy shall not be counted toward a quorum.

Section 4.16 - Adjournment and Notice of Adjourned Meetings A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated hour on a stated day. Notice of the time and place where an adjourned meeting will be held need not be given to absent Directors if the time and place are fixed at the adjourned meeting.

In the absence of a quorum, a majority of the Directors present may adjourn to a set time and place if notice is duly given to the absent members, or until the time of the next regular meeting of the Board.

Section 4.17 - Conduct of Meetings The president shall chair all meetings of the Board of Directors. In the President's absence, the Vice President or a Chairman chosen by a majority of the Directors present shall preside. The Secretary of the Corporation shall act as Secretary of the Board meetings. When the Secretary is absent from any meeting the Chairman may appoint any person to act as Secretary of the meeting.

Section 4.18 - Action Without a Formal Meeting Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 4.19 - Powers The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall Delegate to one (1) of its members the authority to act on behalf of the Board of Directors on all matters, relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to, and be responsible for the following in way of explanation but not limitation

- (a) Preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses
- (b) Making assessments to defray the Common expenses, establishing the means and methods of collecting such assessments and establishing the period of the installment payments of the annual assessment. Unless otherwise determined by the Board of Directors, the annual assessment against the proportionate share of the Common Expenses may be collected annually in advance and shall be payable in equal monthly installments, each installment to be due and payable in advance on the first day of each month for said month.
- (c) Providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association
- (f) Making and amending rules and regulations
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required.
- (h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-laws, after damage or destruction by fire or other casualty
- (i) Enforcing by legal means the provisions of the Declaration, these By-laws, and the rules and regulations adopted by it, and bringing proceedings, which may be instituted on behalf of, or against the Owners concerning the Association

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof

(k) Paying the cost of all services rendered to the Association or its members and not directly chargeable to Owners

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgages, their duly authorized agent, accounts or attorneys, during general business hours on working days at the times and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices

Section 4.20 - Management Agent The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-laws, other than the powers set forth in Paragraphs (a), (b), (f), (g) and (i) of section 19 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager

If a manager or agent is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:

(a) Accrual accounting, as defined by generally accepted accounting principles, shall be employed,

(b) Two (2) or more persons shall be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;

(c) Cash accounts of the Association shall not be commingled with any other accounts,

(d) No remuneration shall be accepted by the Managing Agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise. Any thing of value received shall benefit the Association.

(e) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors, and

(f) A semi-annual or more frequent financial report, as may be determined by the Board, shall be prepared for the Association containing

(1) An Income Statement reflecting all income and expense activity for the preceding six (6) months on an accrual basis,

(2) An Account Activity Statement reflecting all receipts and disbursement activity for the preceding six (6) months,

(3) An Account Status Report reflecting the status of all accounts in an "actual" versus "projected" budget format;

(4) A Balance Sheet of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Unit in the project, and an operating statement for the period from the date of the first closing to the said accounting date, which shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivables identified by the numbers of the Residential Units and the address of the owners assessed,

(5) A Balance Sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year which shall be distributed within ninety (90) days after the close of a fiscal year to the Board;

(6) A Budget Report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves of ten percent (10%) of a major budget category (as distinct from a specific line item in an expended chart of accounts), and

(7) A Delinquency Report listing all Owners who have been delinquent during the preceding six (6) month period in paying the monthly installments of assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month.

Section 4.21 - Borrowing The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the members of the Association, provided however, that the Board shall obtain membership approval in the same manner as for special assessments in the event that the proposed borrowing is for a purpose of modifying, improving or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand and No/100 Dollars (\$10,000.00) outstanding debt at any one time, or such borrowing shall require encumbering or selling any part of the Common Area

Section 4.22 - Rights of the Association With respect to the Common Areas or other Association responsibilities owned, and in accordance with the Articles of Incorporation and By-laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association

Section 4.23 - Sanctions Procedure The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violation of rules unless and until the following procedure is followed

(a) **Demand** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (1) The alleged violation,
- (2) The action required to abate the violation, and

(3) A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notice At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator written notice of hearing to be held by the Covenants Committee in executive session. The notice shall contain

- (1) The nature of the alleged violation,
- (2) The time and place of hearing, which time shall not be less than ten (10) days from the giving of the notice,
- (3) An invitation to attend the hearing and produce any statement, evidence, and witness on his behalf, and
- (4) The proposed sanction to be imposed

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date.

ARTICLE V - OFFICERS

Section 5.01 - Title and Appointment The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board may designate. Any two or more offices, except President and Secretary, may be held by the same person. All officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the commendation and tenure, not to exceed three (3) years, of all officers.

The Board of Directors may delegate this power to appoint officers to any officer or committee, and such officer or committee shall have full authority over the officers they appoint, subject to the power of the Board as a whole. Election or appointment of an officer shall not of itself create contract rights.

Section 5.02 - Removal and Resignation Any officer may be removed, with or without cause, by vote of a majority of the Directors at any meeting of the Board, or by any committee or officer upon whom that power of removal may be conferred by the Board. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any officer may resign at the time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any resignation shall take effect upon receipt or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.03 - Vacancies Should any vacancy occur in any office of the Corporation the Board of Directors may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

Section 5.04 - President The President shall be the chief executive officer of the Corporation, subject to the control of the Board of Directors. The President shall have general supervision, direction and control of the business of the Corporation, shall have the general powers and duties of management usually vested in the office of President of a corporation; shall have such other powers and duties as may be prescribed by the Board of Directors or the By-laws, and shall be *ex officio* a member of all standing committees, including the executive committee, if any. In addition, the President shall preside at all meetings of the Members and Board of Directors.

Section 5.05 - Vice President The Vice President(s) shall have such powers and perform such duties as from time-to-time may be prescribed by these By-laws, the Board of Directors, or the President. In the absence or disability of the President, the Senior Vice President shall perform all the duties of the President, pending action by the Board. While so acting, the Senior Vice President shall have all the powers of, and be subject to all the restrictions on, the President.

Section 5.06 - Secretary The Secretary shall:

- (a) See that all notices are duly given as required by law, the Articles of Incorporation, or these By-laws. In case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to act, notice may be given and served by an Assistant Secretary or by the President, Vice President, or Board of Directors.
- (b) Be custodian of the minutes of the Corporation's meetings, its Corporate Record Book, its other records, and any seal, which it may adopt. When the Corporation exercises its right to use a seal, the Secretary shall see that the seal is embossed upon all documents authorized to be executed under seal in accordance with these By-laws.
- (c) Maintain, in the Corporate Record Book, a record of all Members of the Corporation, together with their current mailing addresses.
- (d) In general, perform all duties incident to the office of Secretary and such other duties as from time-to-time may be required by Article Seven of these By-laws, by these By-laws generally, by the President, by the Board of Directors, or by law.

Section 5.07 - Treasurer The Treasurer shall.

- (a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all funds in the name of the Corporation in those banks, trust companies, or other depositories as the Board of Directors selects.
- (b) Receive, and give receipt for, monies due and payable to the Corporation.
- (c) Disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for those disbursements.
- (d) If required by the Board of Directors or the President, give to the Corporation a bond to assure the faithful performance of the duties of the Treasurer's office and the restoration to the Corporation of all corporate books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or control, in case of the Treasurer's death, resignation, retirement, or removal from office. Any such bond shall be in a sum satisfactory to the Board of Directors, with one or more individual sureties or with a surety company satisfactory to the Board of Directors.

(e) In general, perform all the duties incident to the office of Treasurer, and such other duties as from time-to-time may be assigned to the Treasurer by Article Seven of these By-laws, by these By-laws generally, by the President, by the Board of Directors, or by law

Section 5.08 - Assistant Secretary and Assistant Treasurer The Assistant Secretary and Assistant Treasurer shall have such powers and perform such duties as the Secretary or Treasurer, respectively, or as the President or Board of Directors may prescribe. In the absence of the Secretary or Treasurer, the Assistant Secretary or Assistant Treasurer, respectively, may perform all the functions of the Secretary or Treasurer

ARTICLE VI

Section 6.01 - No Authority Absent Specific Authorization These By-laws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided in these By-laws, may additionally authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless expressly authorized by these By-laws or the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement nor to pledge its credit nor to render it liable pecuniarily for any purpose or in any amount.

Section 6.02 - Execution of Certain Instruments Formal contracts, promissory notes, deeds of trust, mortgages, pledges, and other evidences of indebtedness of the Corporation, other corporate documents, and certificates of ownership of liquid assets held by the Corporation shall be signed or endorsed by the President or Vice President and by the Secretary or Treasurer, unless otherwise specifically determined by the Board of Directors or otherwise required by law

ARTICLE VII - CORPORATE RECORDS & ADMINISTRATION

Section 7.01 - Minutes of Corporate Meetings The Corporation shall keep at the principal office, or such other place as the Board of Directors may order, a Corporate Record Book containing minutes of all meetings of the Corporation's Members, Directors, and committees. The minutes shall show the time and place of each meeting, whether the meeting was regular or special, a copy of the notice given or written waiver thereof, and if special, how the meeting was authorized. The minutes of all meetings shall further show the proceedings and the names of those present. Minutes of Member meetings shall also show the number of votes present or represented.

Section 7.02 - Books of Account & Annual Reports The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions, including all income and expenditures, in accordance with generally accepted accounting practices. Based on these records, the Board of Directors shall annually prepare or approve a report of the Corporation's financial activity for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accounts and must include a statement of support, revenue, expenses, and changes in fund balances, a statement of functional expenses, and balance sheets for all funds. All records, books and annual report of the financial activity of the Corporation shall be kept at its principal office for at least three (3) years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Corporation may charge for the reasonable expense of preparing a copy of a record or report.

Section 7.03 - Membership Register The Corporation shall keep at the principal office, a membership register showing the names of the Members, their addresses, the date they became a Member, and the date any former Member's membership terminated. The above specified information may be kept on an information storage device, such as electronic data processing equipment, provided that the equipment is capable of reproducing the information in clearly legible form for inspection by any Member, Director, officer, or agent of the Corporation during regular business hours.

Section 7.04 - Corporate Seal The Board of Directors may at any time adopt, prescribe the use of or discontinue the use of such corporate seal as it deems desirable, and the appropriate officers shall cause such seal to be affixed to such documents as the Board of Directors may direct.

Section 7.05 - Fiscal Year The fiscal year of the Corporation shall be as determined by the Board of Directors and approved by the Internal Revenue Service. The Treasurer shall forthwith arrange a consultation with the Corporation's tax advisers to determine whether the Corporation is to have a fiscal year other than the calendar year. If so, the Treasurer shall file an election with the IRS as early as possible, and all correspondence with the IRS, including the application for the Corporation's Employer Identification Number, shall reflect such non-calendar year election.

Section 7.06 - Waiver of Notice and Consent to Action Meetings provided for in these By-laws shall not be invalid for lack of notice if all persons entitled to notice either waive notice or consent to the meeting, in writing, or are present at the meeting and do not object to the notice given. Waiver or consent may be given either before or after the meeting.

Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.


ARTICLE VIII - ADOPTION OF BYLAWS

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC, a non-profit corporation, and I do hereby certify

That the within and foregoing Bylaws of The Forest of Friendswood Homeowners Association, Inc were properly adopted as of the 11 day of March, 2010 that same do now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have executed these Bylaws to be effective as of the 31 day of March, 2012.


(Signature)

Mira Bush Pedersen

(Print Name)

Secretary, The Forest of Friendswood Homeowners Association, Inc

**FIRST AMENDMENT TO
BY-LAWS**

OF

**THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-laws of The Forest of Friendswood Homeowners Association, Inc. (the "Association") are recorded under Galveston County Clerk's Film Code No. 014-20-0219, et seq.;

WHEREAS, Section 209.00593(b) of the Texas Property Code provides that the board of a property owners association may amend the bylaws of the property owners' association to provide for elections to be held as required by Subsection (a); and

WHEREAS, it is the desire of the Board of Directors to amend the Bylaws to bring the Association in compliance with the provisions of the Texas Property Code which were passed by the Texas Legislature in 2011; and

NOW THEREFORE, Article III, Section 3.14 is hereby AMENDED to read as follows:

4.7. Quorum.

(a) The presence at any meeting of Members (in person or by proxy) of one-tenth (1/10) or more of the votes of the membership shall constitute a quorum at any such meeting of Members for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

(b) If quorum is not present or represented, the meeting shall be adjourned without notice other than announcement at the meeting, and immediately reconvened for the sole purpose of election of directors. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy, absentee ballot, electronic ballot, or any other method of representative or delegated voting. Directors shall be elected by a majority of those votes.

Nothing herein is intended to alter, modify or amend the Bylaws except as specifically provided hereinabove.

CERTIFICATION

I, the undersigned, am the duly elected and acting Secretary of THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, and I do hereby certify:

That the within and foregoing First Amendment to Bylaws was properly adopted as of the 31 day of March, 2012, that same, in addition to the Bylaws and any amendments thereto, do now constitute the Bylaws of said corporation

IN WITNESS WHEREOF, I have executed this First Amendment to Bylaws to be effective as of the 31 day of March, 2012.

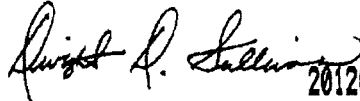

(Signature)

3/31/2012
(Print Name)
Secretary, The Forest of
Friendswood Homeowners
Association, Inc.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


2012019305

April 16, 2012 01 00 28 PM

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Dwight D Sullivan, County Clerk
Galveston County, TEXAS

**ADDITIONAL DEDICATORY INSTRUMENTS
OF
FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.**

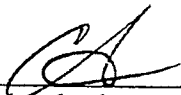
BEFORE ME, the undersigned authority, on this day personally appeared Christopher Archambault, who, being by me first duly sworn, states the following:

My name is Chris Archambault. I am over 21 years of age and of sound mind. I am capable of making, and authorized to make, this affidavit. I am personally acquainted with the facts herein stated. I am the agent and attorney-in-fact of the following (herein the "Association"): **FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.** Pursuant to the Texas Property Code, Section 202.006, the following documents are the originals, or true and correct copies of the originals, of governing instruments of the Association:

- 1. The Forest of Friendswood Homeowners Association Inc., REGULATION OF SOLAR ENERGY DEVICES

DATED this the 10 day of August, 2015.

**FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.**

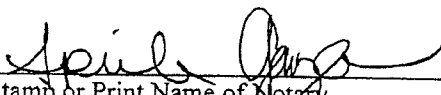
BY: 
Chris Archambault, Attorney/Agent

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

THIS affidavit was **acknowledged** before me on the 10 day of August, 2015 by Chris Archambault, who stated that she is the attorney-in-fact and agent for the above-named Association.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS


Stamp or Print Name of Notary

AFTER RECORDING RETURN TO:
Chris Archambault/KC
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, TX 77058
281-480-6888- Office

**The Forest of Friendswood Homeowners Association, Inc.
REGULATION OF SOLAR ENERGY DEVICES**

STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS**
COUNTY OF GALVESTON §

WHEREAS, Section 202.010 of the Texas Property Code provides for the regulation of solar energy devices by a property owners' association;

WHEREAS, the Board of Directors of the Forest of Friendswood Homeowners Association, Inc., (the "Association") desires to amend its dedicatory instruments with the intent of regulating the installation of solar energy devices;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted by the Board of Directors.

I. DEFINITIONS

"Solar energy device" has the meaning assigned by Section 171.107 of the Tax Code.

II. POLICY

1. A solar energy device **shall not** be permitted that:
 - a. as adjudicated by a court either threatens the public health or safety; or violates a law;
 - b. is located on property owned or maintained by the Association;
 - c. is located on property owned in common by the members of the Association;
 - d. is located in an area on the property owner's property other than:
 - i. on the roof of the home, garage, or of another structure allowed by the Association; or
 - ii. in a fenced yard or patio owned and maintained by the property owner;
 - e. if mounted on the roof of the home, garage or other structure:
 - i. extends higher than or beyond the roofline;
 - ii. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designated by the Association;
 - iii. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
 - iv. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
 - f. if located in a fenced yard or patio, is taller than the fence line or otherwise visible from the street
 - i. The Association may require solar energy devices be placed behind a structure or otherwise require visual screening;
 - g. as installed, voids material warranties;
 - h. was installed without prior approval by the Association or Architectural Control Committee; or

- i. is installed closer than five (5) feet from any property line or within a utility easement;
- 2. The Association shall not withhold approval of a solar energy device if it meets the provisions of this policy unless it determines in writing that placement of the device as proposed by the owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making this determination, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist.
- 3. Pursuant to Section 202.010(d)(5)(B) of the Texas Property Code, and item 1(e)(ii) listed above, the Association hereby designates the back side of the roof, in addition to the other requirements listed above, as the preferred installation location for any solar energy devices on the roof. Should an Owner desire to install the solar energy devices at an alternate location on the roof, the Owner must provide the Association the information required under Section 202.010(d)(5)(B) of the Texas Property Code and item 1(e)(ii) listed herein prior to installation.
- 4. All solar energy devices must be maintained in good repair. Unused or inoperable solar energy devices must be removed.
- 5. All solar energy devices must be installed in compliance with the manufacturer's instructions. Licensed craftsmen must be used where required by law. Permits must be obtained by the Owner where required by law.

This administrative resolution supersedes all other provisions regarding solar energy devices by The Forest of Friendswood Homeowners Association, Inc.

Duly adopted at a meeting held by the Board of Directors of the Forest of Friendswood Homeowners Association, Inc. this 10th day of AUGUST, 2015.

Effective Date: AUGUST 10, 2015.

Signed:

Kurt G. Hammerle

Signature

KURT G. HAMMERLE

Print Name

President, Board of Directors

FILED AND RECORDED

Instrument Number: *2015067664*

Recording Fee: 34.00

Number Of Pages: 4

Filing and Recording Date: 10/26/2015 2:47PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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ADDITIONAL DEDICATORY INSTRUMENT

FOR

THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared Chris J. Archambault who, being by me first duly sworn, states on oath the following:

My name is Chris J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney/Agent for **THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.** Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

**THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

DATED this 10 day of March, 2016.

THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.

BY: 

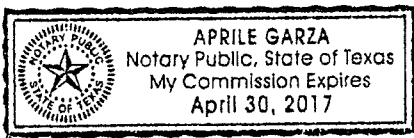
CHRIS ARCHAMBAULT
Attorney/Agent
(Printed Name)

THE STATE OF TEXAS

§
§
§

COUNTY OF GALVESTON

THIS INSTRUMENT was acknowledged before me on this the 10 day of March, 2016 by the said Chris J. Archambault, Attorney/Agent for **THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC.** a Texas non-profit corporation, on behalf of said corporation.



Aprile Garza
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**
for
**THE FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

GALVESTON COUNTY

§

WHEREAS, This *Second Amendment to the Declaration of Covenants, Conditions, & Restrictions* is by THE FOREST OF FRIENDSWOOD HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**"), as adopted by its Members;

WHEREAS, that certain instrument titled the Declaration of Covenants, Conditions, & Restrictions for The Forest of Friendswood (the "**Declaration**") was filed for record on May 29, 1998 under Clerk's File No. GAC9824503 in the Official Public Records of Real Property of Galveston County, Texas;

WHEREAS, that certain instrument titled Amendment Declaration of Covenants, Conditions, & Restrictions (the "**First Amendment**") was filed for record on October 15, 2002 under Clerk's File No. GAC2002060877 in the Official Public Records of Real Property of Galveston County, Texas;

WHEREAS, the Declaration and any subsequent amendments or restatements are for the purpose of protecting the value and desirability of, and are binding on all parties having any right, title, or interest in the Association or any part thereof, and their heirs, successors, successors-in-title, and assigns, and inure to the benefit of each owner thereof;

WHEREAS, the Association has determined that amending the Declaration is in the Association's and the Owners' best interests;

NOW, **THEREFORE**, the Declaration is hereby amended to read as set forth herein and unless otherwise provided, supplements the Association's Declaration and First Amendment as filed in the Galveston County Public Records Office.

Article II, Section 2.11 is hereby replaced and amended to read as follows, in its entirety:

Section 2.11 – Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee. The provisions contained herein apply solely to brick, stucco, stone, black wrought iron or black aluminum with the appearance of wrought iron, and wooden fences, and under no circumstances shall the Architectural Control Committee allow the installation of chain link fences. Approval of the Architectural Control Committee is not required for any fences or walls constructed by the Developer. No fence, wall, tree, hedge, shrub or structure may be placed, maintained or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

- (a) Privacy – Privacy fences of brick, stucco, or stone or of cedar, cypress or other suitable, durable wood may be erected to a maximum of seven (7) feet and must be approved by the Architectural Control Committee.
- (b) Special Provisions – Notwithstanding anything to the contrary, the Developer and the Association, as successor to the Developer, shall have the right to install and maintain fences and/or walls to be maintained by the Association. Section 2.11 does not apply to completely enclosed, screened areas attached to the Dwelling.
- (c) The following lots are restricted to specific fencing limitations as designated.
 1. The owner of Lot 1, Block 2, The Forest, Section 12, as reflected on the Final Plat of The Forest, Section 12, recorded in Vol. 18, Pg. 1200-1201, Galveston County Map Records, is permitted to construct a fence meeting all other requirements of fencing permitted in said Subdivision, along the twenty foot (20') building line extending from the rear (northernmost) property line a distance of not more than forty five (45') feet and parallel to the Developer Fence existing along the eastern property line. No fence shall be constructed in advance of or connecting to the Developer Fence
 2. The owner of Lot 11, Block 1, The Forest, Section 12, as reflected on the Final Plat of The Forest, Section 12, recorded in Vol. 18, Pg. 1200-1201, Galveston County Map Records, is permitted to construct a fence meeting all other requirements of fencing permitted in said Subdivision, along the twenty foot (20') building line extending from the rear (northernmost) property line a distance of not more than forty five (45') feet and parallel to the Developer Fence existing along the western property line. No fence shall be constructed in advance of or connecting to the Developer Fence.

Article II, Section 2.20 is hereby replaced and amended to read as follows, in its entirety:

Section 2.20 – Dwellings. No dwelling shall have a square foot area of less than twenty-two hundred and fifty (2250) square feet for ninety (90) foot wide Lots and will vary from section to section on wider Lots, exclusive of screened areas, open porches, terraces, patios and garages. The maximum portion of a Lot covered by dwellings placed on Lots shall comply with any applicable provisions thereof limiting the building area, excluding pools and outdoor tennis courts. No dwelling shall have more than two (2) finished stories or floors. All Dwellings must have a private garage for at least two (2) cars. The garage must conform architecturally with the Dwelling. The minimum roof pitch for the Dwelling or detached garage shall be four (4) feet rise for each twelve (12) feet of width of said roof, when said width is measured from front eave to back eave in a line parallel to the ground. All roofs shall be covered with composition shingles, or constructed of materials architecturally compatible with the Dwelling or of materials compatible with or similar to other roof coverings in the section of the Development in which the Dwelling is located. All Dwellings shall have an 85% brick, stucco or stone front finish. No Dwellings shall have an exposed structural block or imitation brick face. All Dwellings shall be constructed with concrete driveways, front walks and grassed front lawns. Driveways are to be one car wide at the curb unless additional width is necessary on attached garages only. Curved

rather than straight driveways and front walks are encouraged. Changes in direction of the sides of the driveways and walks are to be made with curves rather than straight segments. Each Owner of a Lot in any section with curb and guttered streets, shall, in connection with the construction of any improvements on said Lot, also construct a concrete sidewalk four (4) feet in width across the entire street frontage of such Lot, and the location, design and finish of such sidewalk shall be in conformity with the other sidewalks in the Development as approved by the Architectural Control Committee. Each Dwelling shall have a shrubbery plan for the front and the sides of the Lot (back to the side yard fence), including the initial size of new trees and shrubs to be planted or placed at the time of construction of such Dwelling as approved by the Architectural Control Committee prior to planting.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for the Forest of Friendswood on this, the 8th day of March, 2016, on behalf of the Association.

FOREST OF FRIENDSWOOD
HOMEOWNERS ASSOCIATION, INC.

By: Kurt G. Hammerle

Print Name: KURT G. HAMMERLE, PRESIDENT

STATE OF TEXAS

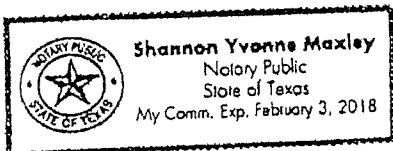
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COUNTY OF GALVESTON

This instrument was acknowledged before me on this the 8th day of March, 2016, by Theresa A. Gustafson, Secretary of the Forest of Friendswood Homeowners Association, Inc., a Texas non-profit corporation on behalf of said corporation.

Given under my hand and seal on this 8th day of March, 2016.

Shannon Yvonne Maxley
Notary Public, State of Texas



FILED AND RECORDED

Instrument Number: *2016013472*

Recording Fee: 42.00

Number Of Pages: 6

Filing and Recording Date: 03/11/2016 8:59AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the The Forest of Friendswood Homeowners Association, Inc. is a property owners' association as the term is defined in the Texas Property Code and has property located in Galveston County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the The Forest of Friendswood Homeowners Association, Inc. which have not been previously filed in the public records of Galveston County are attached hereto, including:

***Religious Item Display Guidelines
Bid Solicitation Process***

FURTHER, other dedicatory instruments of the The Forest of Friendswood Homeowners Association, Inc. have already been filed in the public records of Galveston County as these documents supplement the previously filed documents.

SIGNED on this the 10th day of September, 2021.

The Forest of Friendswood Homeowners Association, Inc.

By: Spectrum Association Management, L.P.

By: *Belinda Moreno*
Belinda Moreno
Spectrum Association Management, L.P.
Managing Agent

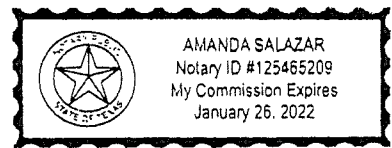
State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 10th September, 2021 by Belinda Moreno, representative of Spectrum Association Management, the Managing Agent for The Forest of Friendswood Homeowners Association, Inc., on behalf of said association.

Amanda Salazar
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



**Religious Item Display Guidelines for the
The Forest of Friendswood Homeowners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

Pursuant to the Bylaws of the The Forest of Friendswood Homeowners Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the The Forest of Friendswood Homeowners Association, Inc. , a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Religious Displays

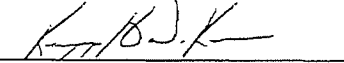
WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
 - a. The religious item cannot threaten public health or safety.
 - b. The religious item cannot violate the law other than a law prohibiting the display of religious speech.
 - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby for reasons other than its religious content.
 - d. The religious item shall not be installed on property:
 - i. owned or maintained by the Association; or
 - ii. owned in common by members of the Association.
 - e. The religious item cannot violate any applicable building line, right-of-way, setback or easement.
 - f. The religious item cannot be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE: September 8, 2021

Authorized Board Member Signature:  Date: 9-8-2021

FILED AND RECORDED

Instrument Number: 2021066813

Recording Fee: 34.00

Number Of Pages:4

Filing and Recording Date: 09/13/2021 1:24PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style with a horizontal line underneath it.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

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