

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006  
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §  
§  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Harvest Bend, The Meadow Homeowners Association, a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto is the original of, or a true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: ***Amended and Restated By-Laws of Harvest Bend, The Meadow Homeowners Association***. The document attached hereto shall replace and supersede, in its entirety, the original By-Laws of Harvest Bend, The Meadow Homeowners' Association, including amendments thereto. The attached document is subject to being supplemented, amended or changed by the Association.

Dedicatories instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on April 11, 1984, under Clerk's File No. J455722 in the Official Public Records of Real Property of Harris County, Texas.
- 2) First Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on October 15, 1984, under Clerk's File No. J739362 in the Official Public Records of Real Property of Harris County, Texas.
- 3) Second Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on November 12, 1985, under Clerk's File No. K287997 in the Official Public Records of Real Property of Harris County, Texas.
- 4) Third Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on September 25, 1985, under Clerk's File No. K217644 in the Official Public Records of Real Property of Harris County, Texas.

- 5) Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on June 10, 1986, under Clerk's File No. K577513 in the Official Public Records of Real Property of Harris County, Texas.
- 6) Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on January 8, 1987, under Clerk's File No. K914339 in the Official Public Records of Real Property of Harris County, Texas.
- 7) Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section I, recorded on December 17, 1997, under Clerk's File No. S777727 in the Official Public Records of Real Property of Harris County, Texas.
- 8) Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section II, recorded on June 10, 1986, under Clerk's File No. K577511 in the Official Public Records of Real Property of Harris County, Texas.
- 9) First Amendment to the Declaration of Covenants, Conditions and Restrictions of Harvest Bend, The Meadow Section II, recorded on January 8, 1987, under Clerk's File No. K914338 in the Official Public Records of Real Property of Harris County, Texas.
- 10) Harvest Bend, The Meadow Homeowners' Association, Architectural Control Committee Guidelines recorded on January 20, 2017, under Clerk's File No. RP-2017-27333 in the Official Public Records of Real Property of Harris County, Texas.
- 11) Policy on Purchase and Use of Harvest Bend, The Meadows Homeowners Association ("HBTM HOA") laptops by the Board of HBTM HOA recorded on February 17, 2020, under Clerk's File No. RP-2020-71297 in the Official Public Records of Real Property of Harris County, Texas.
- 12) Harvest Bend, The Meadow Homeowners Association, Policy on Public Access of the Pool recorded on November 12, 2019, under Clerk's File No. RP-2019-502119 in the Official Public Records of Real Property of Harris County, Texas.
- 13) Harvest Bend, The Meadow Homeowners' Association, Swimming Pool Enclosure Policy, recorded on December 30, 2021, under Clerk's File No. RP-2021-743714 in the Official Public Records of Real Property of Harris County, Texas.
- 14) Harvest Bend, The Meadow Homeowners' Association, Deed Restriction Violation Hearing Policy, recorded on December 30, 2021, under Clerk's File No. RP-2021-743713 in the Official Public Records of Real Property of Harris County, Texas.
- 15) Harvest Bend, The Meadow Homeowners' Association, Policy Regarding Regulation of Residential Leases or Rental Agreements, recorded on December 30, 2021, under Clerk's File No. RP-2021-743700 in the Official Public Records of Real Property of Harris County, Texas.
- 16) Harvest Bend, The Meadow Homeowners' Association, Guidelines for Display of Certain Religious Items, recorded on December 30, 2021, under Clerk's File No. RP-2021-743693 in the Official Public Records of Real Property of Harris County, Texas.
- 17) Harvest Bend, The Meadow Homeowners' Association, Large Contract Bid Solicitation Policy, recorded on December 30, 2021, under Clerk's File No. RP-2021-743690 in the Official Public Records of Real Property of Harris County, Texas.
- 18) Harvest Bend, The Meadow Homeowners' Association, Security Measures Policy, recorded on December 30, 2021, under Clerk's File No. RP-2021-743674 in the Official Public Records of Real Property of Harris County, Texas.
- 19) Harvest Bend, The Meadow Homeowners' Association, Collection Policy for Delinquent Accounts, recorded on December 30, 2021, under Clerk's File No. RP-2021-743664 in the Official Public Records of Real Property of Harris County, Texas.

**SIGNED** on this the 30<sup>th</sup> day of May 2023.

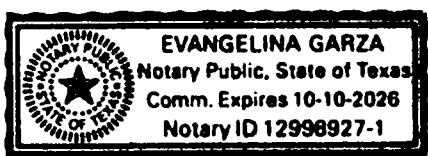
**Sarah B. Gerdes, Attorney and Agent for Harvest Bend, The Meadow Homeowners Association**

## VERIFICATION

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

**BEFORE ME**, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

**SUBSCRIBED AND SWORN TO BEFORE ME**, a Notary Public, on this the 30<sup>th</sup> day of May 2023.



Evangelia M.  
Notary Public - State of Texas

AFTER RECORDING, RETURN TO:

**ISG** | SEARS  
BENNETT  
& GERDES, LLP

6548 GREATWOOD PKWY.  
SUGAR LAND, TEXAS 77479

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# BY-LAWS OF HARVEST BEND, THE MEADOWS HOMEOWNERS' ASSOCIATION

## ARTICLE I Name and Location

The name of the Corporation is Harvest Bend, The Meadow Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9403 Gusty Winds, Houston, TX 77064, but meetings of Members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

## ARTICLE II Definitions

Section 1. "Association" shall mean and refer to Harvest Bend, The Meadow Homeowners' Association, a Texas nonprofit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property or properties described in the Declaration of Covenants, Conditions and Restrictions and any additional properties which may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded map of the Properties, with the exception of the common areas, if any.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable the properties recorded or to be recorded in the office of the County Clerk of Harris County, Texas, and any additions and supplements thereto.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

Section 7. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners.

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## ARTICLE III

### Meeting of Members

**Section 1. Annual Meetings.** Annual meetings of the Members shall be held in the third month each year or at such other times that the Board shall choose.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 4(A). Quorum for Election of Directors.** For a meeting of the Members at which a Director or Directors will be elected, the Members present in person or by proxy at the meeting shall constitute a quorum for the purpose of conducting elections.

**Section 5. Proxies and Absentee Ballots.** Where any instance of a vote is required of the Members, one vote per Lot is allotted, regardless of the number of Members who own the Lot. A Member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website) provided by the Association. Electronic votes constitute written and signed ballots. No Member may be disqualified from voting for any reason. Proxies submitted by Members and votes cast by Members must be in writing signed by the Member. The Association is not required to provide a Member with more than one voting method.

Absentee ballots must contain each proposed action with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the Member attends the meeting and votes in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot, failure to identify property to validate ownership, conflict between votes of two (2) Members of the same property, unreadable or ambiguous markings for vote, or voting for more candidates than open positions.

Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. The proxy of any owner shall automatically terminate on conveyance of a Lot.

**Section 6. Voting.** The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy or absentee or electronic ballot, at a meeting at which a quorum is present, shall be the act of the Members meeting, unless the vote of a greater number is required by law, Articles of Incorporation, or these Bylaws.

**Section 7. Meetings by Remote Communications Technology.** The Board of Directors, at its sole discretion, may determine to hold the annual meeting or any special meeting of the Association by remote communications technology. Notice of any meeting held by remote communications technology shall be provided in accordance with the By-Laws and Texas Property Code. The Board is authorized to adopt rules and regulations governing the conduct and voting at any meeting held by remote communications technology as the Board shall deem necessary or advisable. At any meeting of the Association held by remote communications technology, where voting by electronic ballot by posting on an Internet website is allowed, voting on any matter before the Members may take place during the meeting if authorized by the Board. If electronic voting by posting on an Internet website is not available for a meeting held by remote communications technology or the Board does not authorize electronic voting during the meeting, voting on any matter before the Members may only take place prior to the commencement of the meeting, and the Board may establish a date and time prior to the commencement of the meeting after which votes cast by the Members will no longer be accepted or considered valid.

## **ARTICLE IV** **Board of Directors**

**Section 1. Board of Directors.** The affairs of this Association shall be managed by a Board of five (5) Directors, who must be Members of this Association.

Notwithstanding anything contained herein to the contrary, if the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a nominee to the Board Director was convicted of a felony or crime of moral turpitude not more than 20 years before the date the Board is presented with the evidence, that nominee or Director is immediately ineligible to serve on the Board and is automatically considered removed from the Board, and prohibited from future service on the Board.

**Section 2. Term of Office.** At each annual meeting of the Members, the Members shall elect the number of directors equal to the number of directors whose terms expire at such time for a term of three (3) years. Each Director shall hold office until its qualified successor has been duly elected. The Board shall be staggered to ensure that at least one (1), but no more than two (2), director positions are up for election annually.

### **Section 3. Nomination.**

A.) 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 (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members. The



Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

B.) Nominations may also be made from the floor at the annual meeting.

C.) Nomination for election of Directors to the Board shall be solicited from the membership as follows:

At least ten (10) days before the date the Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10<sup>th</sup> day after the date the Association provides the notice required by this section.

The notice required by this section must be mailed to each Member or provided by:

(i.) posting the notice in a conspicuous manner reasonably designed to provide notice to Members:

(a) in a place located on the Association's common area or an area of common or shared responsibility or, with the Member's consent, on other conspicuously located privately owned property within the Subdivision; or

(b) on any Internet website maintained by the Association or other Internet media; and

(ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association.

**Section 4. Election.** Election to the Board of Directors shall be by written ballot unless the election is uncontested in which case election occurs via acclamation. At such election, the Members or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

**Section 5. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In addition, a Director may be removed from the Board for cause by a majority vote of the Board of Directors at a Board meeting with a quorum being present. The following list is an example of cause for which a vote to remove a Director may be held:

A.) Disruptive, combative, aggressive or harassing behavior at Board meetings.

B.) Acting aggressively towards or harassing owners, residents, Members, Association vendors or the Association's staff.



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- C.) Refusal to sign a nondisclosure agreement or confidentiality agreement, if applicable.
- D.) Acting in a manner which is deemed not to be in the best interests of the community. Directors are expected to attend all working sessions, vendor interviews, assist with community events, and respond to online voting and communications in a timely manner.
- E.) Self-dealing.
- F.) If a Director presents a conflict of interest with the Association by:
  - (i.) threatening legal action in writing against the Association or a Director; or
  - (ii.) filing a legal action against the Association, a Director, or agent of the Association (e.g., management company, manager or law firm or attorney representing the Association.)
- G.) The Director is absent from three (3) consecutive regular meetings of the Board of Directors.
- H.) Notwithstanding the foregoing list (A-G), a Director may be removed for cause if the Director is found to have behaved in any manner that a majority of the Directors deem unprofessional, inappropriate, detrimental to the Association, outside of the Director's scope of duty, or in violation of the directives of the Board or legal.

In the event of death, resignation or removal of a Director, his/her successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 6. Compensation.** No director shall receive compensation for any services he or she may render to the Association; provided, however, any director may be reimbursed for his/her actual expenses incurred in the performance of his duties.

**Section 7. Vote Tabulator.** A person who is a candidate in an election to the Board or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted. Only a person who tabulates votes or who performs a recount under Section 209.0057 of the Texas Property Code, may be given access to the ballots cast in the election or vote. This Section may not be construed to affect the Association's obligation to comply with a court order for the release of ballots or other voting records. The Board may appoint agents or employees of management to oversee the counting of ballots.

**Section 8. Recount of Votes.** Any Member may, not later than the 15<sup>th</sup> day after the later of the date of the meeting at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes.

A.) A demand for a recount must be submitted in writing either: (1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's



mailing address as reflected on the most recently filed management certificate; or (2) in person to the Association's managing agent as reflected on the most recently filed management certificate or to the address to which proxies and absentee ballots are mailed.

B.) The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes under Subsection (C.) below and must send an invoice for the estimated costs to the requesting Member at the Member's last known address according to Association records not later than the 20<sup>th</sup> day after the date the Association receives the Member's demand for the recount. The Member demanding a recount under this section must pay the invoice described by this Section in full to the Association on or before the 30<sup>th</sup> day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline prescribed in this Section, the Member's demand for a recount is considered withdrawn and a recount is not required.

C.) If the estimated costs under Subsection (B.) are lesser or greater than the actual costs the Association must send a final invoice to the Member on or before the 30<sup>th</sup> business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment or charge. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the owner at the time the final invoice is sent under this subsection.

D.) Following receipt of payment under subsection (B.) above, the Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person who:

- (i.) Is not a Member of the Association or related to a member of the Board within the third degree by consanguinity; and (a) a current or former judge of Harris County, county elections administrator, justice of the peace, or county voter registrar; or (b) a person agreed on by the Association and the Member requesting the recount.

A.) On or before the 30<sup>th</sup> day after the date of receipt of payment for a recount in accordance with subsection (B.), the recount must be completed, and the Association must provide each Member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount not later than the 30<sup>th</sup> day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

## ARTICLE V

### Meetings of Directors

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at such time and place and with such frequency as the Board from time to time deems necessary.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days

notice to each director. Such notice may be waived at or prior to such meeting by unanimous consent of the Board.

**Section 3. Quorum.** A majority of the number of directors currently serving shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Meetings Requirements.** Regular and special meetings of the Board must be open to Members, subject to the right of the Board to adjourn a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session, if any. Regarding all Board meetings that are open to the Members, Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the president may limit the time any Member may speak.

Board meetings may be held by electronic or telephonic means provided that:

- A.) Each Director may hear and be heard by every other Director;
- B.) Except for any portion of the meeting conducted in executive session:
  - (i) All Members in attendance at the meeting may hear all Directors; and
  - (ii) Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
- C.) The notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection B(ii) listed above.

**Section 5. Notice to Members.** Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- A.) mailed to each Member not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the date of the meeting; or
- B.) provided at least 144 hours before the start of a regular meeting or 72 hours before the start of a special meeting:

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- (i.) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members: in a place located on the Association's common areas; or, with the Member's consent, on other conspicuously located privately owned property within the Subdivision; or on any internet website maintained by the Association or other Internet media; and
- (ii.) sending the notice by e-mail to each Member who has registered an e-mail address with the Association for this purpose.

**Section 6. Action Taken by the Board.** The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members under this Article, if each Director is given a reasonable opportunity, considered 48 hours, to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

The Board may not, without prior notice to Members, consider or vote on:

- A.) levy of fines;
- B.) damage assessments;
- C.) initiation of foreclosure actions;
- D.) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- E.) increases in assessments;
- F.) levying of special assessments;
- G.) appeals from a denial of architectural approval issue by the Architectural Control Committee;
- H.) a suspension of a right of a particular Member before the Member has an opportunity to attend a board meeting to present the Member's position, including any defense, on the issue.
- I.) lending or borrowing money law;
- J.) the adoption of amendment of a dedicatory instrument;
- K.) the approval of an annual budget or the approval of an amendment of an annual budget;
- L.) the sale or purchase of real property;
- M.) the filling of a vacancy on the board;
- N.) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- O.) the election of an officer.

**Section 7. Minutes of the Meetings.** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate.



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## ARTICLE VI

### Powers and Duties of the Association

**Section 1. Powers.** The Association, by and through its Board of Directors, shall have the following rights and powers:

A.) suspend the right to the use of any facilities or services provided by the Association of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

B.) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

C.) declare the office of a member of the Board to be vacant in the event such board member shall be absent from three (3) consecutive meetings of the Board of Directors;

D.) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties and the terms of employment of services; and to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation, or these By-Laws.

**Section 2. Duties.** It shall be the duty of the Association, by and through its Board of Directors, to:

A.) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the membership who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

B.) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

C.) as more fully provided in the Declaration, to fix the amount of the annual assessment against properties subject to the jurisdiction of the Association and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

D.) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E.) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificates shall be conclusive evidence of such payment;

F.) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned or leased by the Association; and

G.) cause any officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

## **ARTICLE VII** **Officers and Their Duties**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president, who shall be at all times a member of the Board of Directors; a vice president; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

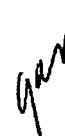
**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Authority to Sign Checks.** The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind and revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the treasurer of the Association shall have sole authority to sign the Association's checks.

**Section 6. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 8. Multiple Offices.** No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.



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**Section 9. Duties.** The duties of the officers of the Association are as follows:

**President**

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

**Vice President**

(b) The Vice President shall act in the place and instead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

**ARTICLE VIII**  
**Committees**

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX**  
**Books and Records**

The books, records, and papers of the Association shall be made available for inspection and copying in accordance with the Association's Records Retention Policy and Records Production and Copying Policy.

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## **ARTICLE X**

### **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. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse or the facilities or services provided by the Association or by abandonment of his Lot.

## **ARTICLE XI**

### **Amendments**

**Section 1. Amendments.** The By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present.

**Section 2. Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE XII**

### **Miscellaneous**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

## CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of Harvest Bend, The Meadows Homeowners' Association, a Texas non-profit corporation, and,

THAT the foregoing By-Laws constitute the Amended and Restated Bylaws of said Association, as duly adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this        day of  
, 2023.

Glenn D. Valenzuela, President of Harvest  
Bend, The Meadows Homeowners' Association

STATE OF TEXAS  
COUNTY OF HARRIS

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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**Notary Public, State of Texas**

AFTER RECORDING, RETURN TO:



6548 GREATWOOD PKWY.  
SUGAR LAND, TEXAS 77479

RP-2023-210641

RP-2023-210641

RP-2023-210641  
# Pages 18  
06/08/2023 09:16 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$82.00

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

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

COUNTY OF HARRIS

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



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS