

529-89-0307

West Place Green Homeowners Association, Inc.

Articles of Amendment to the Articles of Incorporation

FILED
In the Office of the
Secretary of State of Tex.
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Covenants
Incorporations Section

In accordance with Texas Non-Profit Corporation Act, West Place Green Homeowners Association, Inc. (the Association) adopts the following articles of amendment to its articles of incorporation :

1. **Name.** The name of the Association is West Place Green Homeowners Association, Inc.
2. **Amendments.** The Board of Directors adopts the following articles to replace Articles 4 through 16, and to add Articles 17 and 18 to the articles of incorporation.:
4. **Purposes.** The purposes for which the Association is organized are:
 - a. To exercise, promote, and protect the privileges and interests of the property owners of West Place, a subdivision in Houston, Harris County, Texas.
 - b. To provide for maintenance and preservation of the properties subject to the Covenants, conditions and Restrictions applicable to West Place, a subdivision in Houston, Harris County, Texas, (the Subdivision) and to promote the health, safety, welfare, civic pride and aesthetic values of the residents within the described property.
 - c. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions for West Place, (the Declaration) , and any additional sections as are later platted, and are applicable to the property and recorded or to be recorded in the Real Property Records of Harris County, Texas, and as the same may be amended from time to time; the Declaration is incorporated by reference.
 - d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments under the Declaration; to pay all office and other expenses incident to the conduct of the business of the Association.
 - e. To have and exercise any and all powers, rights and privileges which an Association may be organized under the Act, may by law now or hereafter have or exercise, provided that none of the purposes set out shall be construed to authorize the Association to do any act in violation of the Act or Part Four of the Texas Miscellaneous Corporation Laws Act, and all such objects or purposes are subject to such Acts.
 - f. The Association is prohibited from engaging in any activity which would constitute a regular business of a kind ordinarily carried on for profit.

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g. The Association is organized pursuant to the Act and does not contemplate pecuniary gain or profit to its members and is organized for non-profit purposes.

5. **Scope of Activity.** The Association shall have the power, either directly or indirectly, either alone or in conjunction with others, or do any and all lawful acts which may be necessary, suitable, or desirable, for the accomplishment of any or all of the purposes for which the Association is organized.

6. **Income and Distribution.** No part of the income of the Association shall inure to the benefit of, or be distributable to, any member, trustee, officer, director of the Association, or other private person, except that the reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; no member, trustee, officer, or director of the Association, or other private person shall be entitled to share in the distribution of any of the Association's assets upon dissolution of the Association. If the Association is dissolved, the assets shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

7. **Distribution on Dissolution or Liquidation.** In the event of dissolution or liquidation of the Association, whether voluntary or involuntary, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all the assets of the Association exclusively for the purposes of the Association. However, pursuant to Article 1396-6.02 of the Act, assets of the Association may be distributed for purposes or to organizations that are not tax exempt.

8. **Membership.** Every person who is a lot owner in West Place the Subdivision shall be a member of the Association. Membership is appurtenant to and inseparable from ownership of each lot in the Subdivision. The Association shall have two classes of members, Class A and Class B, as provided in the Declaration.

9. **Limitation of Director Liability.** A director of the Association shall not be personally liable to the Association or its members for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this statute shall be prospective only, and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

10. **Indemnification of Officers and Directors.** The Association shall indemnify, to the maximum extent permissible under law, including, but not limited to, Article 1396-2.22A of the Act, any officer or director or former officer or director of the Association, against all costs and expenses, including but not limited to attorneys' fees, actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been an officer or director, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or intentional misconduct, as defined and determined by the Association's Board of Directors, in performance of his duties, but such indemnification shall not be deemed

exclusive of any other rights to which an officer or director may be entitled, under any bylaw, agreement, corporate resolution, vote of directors or members, or otherwise.

11. Prudent Conduct. No person shall be liable to the Association for any loss or damage suffered by it resulting from any action or admitted to be taken by him as a director or officer of the Association in good faith and as if such person exercised or used the same degree of care and skill as a prudent man would have exercised or used in the same or similar circumstances in the conduct of his own affairs.

12. Interested Director - Quorum Voting. No contract or other transaction between the Association and any other Corporation, and no act of the Association in relation to any other Corporation shall (in the absence of fraud) be invalidated or otherwise affected by the fact that a director of the Association may be interested in or be a director or officer of the other Corporation. Any director of the Association may vote upon a contract or other transaction between the Association and any subsidiary, parent or affiliated Corporation without regard to the fact that he may also be a director of the subsidiary, parent or affiliated Corporation. Any director of the Association (or any firm or Corporation of which any director may be a member) may be a party to or interested in any contract or transaction of the Association, provided that the director shall disclose such fact at any meeting of the Board of Directors at which action upon such contract or transaction shall be taken. Any director may be counted to determine the existence of the quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction.

13. Amendment. The amendment of these Articles of Incorporation requires the approval of not less than two-thirds (2/3) of each class of members.

14. FHA and VA Approval. While the Association has one or more Class B members, annexation of additional properties, mortgaging of the Common Area, merger, consolidation or dissolution of the Association, and amendment of these Articles shall require the prior written approval of the appropriate designated officials for the Department of Housing and Urban Development and the Department of Veterans Affairs.

15. Registered Agent. The name of the initial registered agent of the Association and the address of the initial registered office of the Association is:

R. Charles Stiles
Suite 1100
1021 Main Street
Houston, Texas 77002

16. Directors. The number of directors constituting the board of directors (except for the initial board of the directors) of the Association shall be fixed by the bylaws. The number of directors constituting the initial board of directors consists of three directors, R. Charles Stiles, John J. Eikenburg, and John F. Rhem. Each is to serve as a director until the first annual meeting of the members or until his successor is elected and qualified. The mailing address for each director is 1021 Main Street, Suite 1100, Houston, Texas 77002.

BYLAWS OF WEST PLACE GREEN HOMEOWNERS ASSOCIATION, INC.**A NONPROFIT CORPORATION****ARTICLE I****OFFICES**

1.01 Name and Location. The name of the association is West Place Homeowners' Association, Inc. (the Association). The principal office of the Association in the State of Texas shall be in Houston, Harris County, Texas. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

1.02 Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2**MEMBERS**

2.01 Classes of Members. The Association shall have one class of members. All lot owners in West Place, a subdivision in Houston, Harris County, Texas, are automatically members. Other subdivisions or individual adjoining properties may also be permitted to join, wherein all lot owners in such adjoining subdivisions or individual properties shall become members.

2.02 Voting Rights. The members who own lot(s) shall be entitled to one vote per lot on each matter submitted to a vote of the members. Joint owners of lots shall be entitled collectively to one vote per lot.

2.03 Termination of Membership. The Board of Directors, by affirmative vote of two-thirds of all of the members of the Board, may suspend voting rights of any member who shall be in default in the payment of dues and assessments or other charges for the period fixed in Article 11 of these bylaws until such time as said default is cured.

2.04 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.

2.05 Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE 3

MEETINGS OF MEMBERS

3.01 Annual Meeting. An annual meeting of the members shall be held each year during the month of June for the purpose of electing Officers and Directors and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein 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.

3.02 Special Meeting. Special meetings of the members may be called by the President, any two members of the Board of Directors, or not less than one-tenth of the members having voting rights.

3.03 Place of Meeting. The Board of Directors may designate any place, within the City of Houston, Harris County, the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place, either within or without the State, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

3.04 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

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

3.06 Quorum. Qualified members holding 10% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

3.07 Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.08 Voting by Mail. Where Directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE 4

BOARD OF DIRECTORS

4.01 General Powers. The affairs of the Association shall be managed by its Board of Directors. Directors must be members of the Association.

4.02 Number, Tenure, and Qualifications. The number of Directors shall not be more than ten, and not less than three. Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

4.03 Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw. The Board of Directors may provide by resolution the time and place, within the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

4.04 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Texas, as the place for holding any special meetings of the Board called by them.

4.05 Notice. Notice of any special meeting of the Board of Directors shall be given at least ten days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

4.06 Quorum. At least 50% of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than 50% of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. In the case of any tie, the president will vote to break the tie.

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4.07 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

4.08 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.09 Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

4.10 Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of 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.

ARTICLE 5

OFFICERS

5.01 Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected by the members in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.02 Election and Term of Office. The officers of the Association shall be elected annually by a majority of the membership at the regular annual meeting of the membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

5.03 Removal. Any officer or director may be removed either by a majority of the Board of Directors or a majority of membership whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.04 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

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5.05 President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.06 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

5.07 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 7 of these bylaws; and 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 him by the President or by the Board of Directors.

5.08 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the sale of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post office address of each member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.09 Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE 6

COMMITTEES

6.01 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the articles of Association; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him by law.

6.02 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

6.03 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

6.04 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof. The chairman shall be responsible for filing minutes of the committee with the secretary of the Association.

6.05 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

6.06 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

6.07 Rules. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE 7

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

7.01 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

7.02. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

7.03. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

7.04. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE 8

INDEMNIFICATION

8.01 Definitions. In this Article:

(a) Indemnitee means (i) any present or former Director, advisory director or officer of the Association, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) Official Capacity means (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association,

but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) Proceeding means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

8.02 Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 8.01, if it is determined in accordance with Section 8.04 that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests and, (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 8.02, no indemnification shall be made under this Section 8.02 in respect of any Proceeding in which such Indemnitee shall have been (x) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (y) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 8.02. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall, include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

8.03 Successful Defense. Without limitation of Section 8.02 and in addition to the indemnification provided for in Section 8.02, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 8.01, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

8.04 Determinations. Any indemnification under Section 8.02 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that

indemnification of the Indemnitee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors of a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a Committee of the Board of Directors, duly designated to act in the matter by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 8.04 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the shareholders in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 8.04 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

8.05 Advancement of Expenses. Reasonable expenses (including court costs and attorney's fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 8.04, after receipt by the Association of (a) a written affirmation for indemnification by the Association under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

8.06 Employee Benefit Plans. For purposes of this Article, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

8.07 Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Association's Articles of Incorporation, any law, agreement or vote of shareholders or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was in Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such a person.

8.08 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the shareholders of the Association with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

8.09 Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, Article 1396-2.22A of the Texas Non-Profit Corporation Act, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

8.10 Continuing Offer, Reliance, Etc. The provisions of this Article (a) are for the benefit of, and may be enforced by, each Indemnitee of the Association, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee and (b) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Bylaws, (x) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article in becoming, and serving in any of the capacities referred to in Section 8.01(a) of this Article, (y) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees and (z) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Association.

8.11 Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE 9

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE 10

FISCAL YEAR

The fiscal year of the Association shall end on the last day in December in each year.

ARTICLE 11

DUES

11.01 Annual Dues. The Board of Directors shall determine the annual dues and assessments payable to the Association by members, pursuant to the covenants or deed restrictions governing the property of the member.

11.02 Payment of Dues. Dues and assessments shall be delinquent on the last day of the first month of each fiscal year. Dues of a new member shall be prorated from the first day of the month in which such new member is elected to membership, for the remainder of the fiscal year of the Association.

11.03 Default and Termination of Membership Privileges. When any member of any class shall be in default in the payment of dues and assessments for a period of two (2) months from the beginning of the fiscal year or period for which such dues become payable, his membership privileges may thereupon be suspended by the Board of Directors in the manner provided in Article 3 of these bylaws.

ARTICLE 12

SEAL

The Board of Directors may elect to provide a corporate seal.

ARTICLE 13

WAIVER OF NOTICE

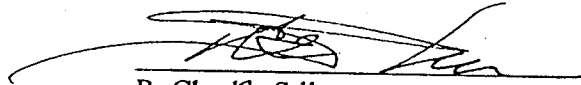
Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of Association or the bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 14

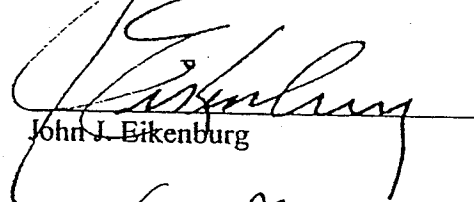
AMENDMENTS TO BYLAWS

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given to an intention to later, amend, or repeal these bylaws or to adopt new bylaws at such meeting.

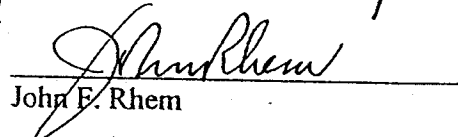
IN WITNESS WHEREOF, we, being all of the Directors of the West Place Green Homeowners' Association, Inc. have hereunto set our hands this 30th day of May, 1995.



R. Charles Stiles



John J. Eikenburg



John F. Rhem

AMENDMENT TO THE BY-LAWS OF
WEST PLACE GREEN HOMEOWNERS ASSOCIATION, INC.

WHEREAS, on May 31, 1995, PWF 3, Inc., filed and recorded the Declaration of Covenants, Conditions, and Restrictions for West Place (the "Declaration"), under County Clerk's File Number R417025 of the Real Property Records of Harris County, Texas; and

WHEREAS, pursuant to the Declaration there has heretofore been formed an entity named WEST PLACE GREEN HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Texas non-profit corporation, the purposes of which in general are the collection, expenditure and management of the maintenance assessments of the Association, enforcement of the Declaration, providing for the maintenance, preservation and architectural control within the project, the general overall supervision of all the affairs and well being of the project and the promotion of the health, safety and welfare of the residents within the project; and

WHEREAS, the By-laws of West Place Green Homeowners Association, Inc. (the "By-laws") provide for the internal governance of the Association and the rights and obligations of the owners, directors and officers created thereby.

WHEREAS, on March 16, 1999, the Board of Directors of the Association, have heretofore approved a change in the membership provisions of the Association, all in accordance with applicable provisions of the Declaration and of the Articles of Incorporation and By-laws of the Association. Accordingly, the following provisions of the By-laws are amended as follows:

Article 2, Section 2.01 of the By-laws is hereby deleted and the following is substituted therefore:

2.01. Classes of Members. The Association shall have one (1) class of members, consisting of all lot owners in West Place, a subdivision in Houston, Harris County, Texas.

IN WITNESS WHEREOF, the undersigned Directors, being all members of the Board of Directors of West Place Green Homeowners Association, Inc. as currently constituted, have executed this instrument effective this 21 day of April, 1999.

WEST PLACE GREEN HOMEOWNERS
ASSOCIATION, INC.

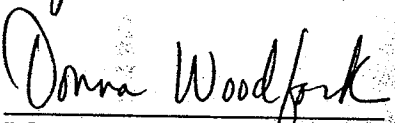
By:


EDDIE MORRIS, Director

By:


YOLANDA FARRELL, Director

By:


DONNA WOODFORK, Director