Champions
Colony East, Inc.
By-Laws

BY- LAWS OF

COLONY EAST, INC.

(A NON-PROFIT CORPORATION)

ARTICLE I

OFFICES

The principal office of this corporation in the State of Texas shall be located in the City of Houston, Harris County, Texas. The corporation may have such other office, either within or without the State of Texas, as the Board of Directors may require from time to time.

The registered office of the corporation required by the Texas Non-Profit Corporation Act to be maintained in the State of Texas may be, but need not be, identical with the principal office 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 II

MEMBERS

Section 1. Pursuant to Act 1396 – 2.08 of the Texas Non-Profit Corporation Act, all property owners of "Champions Colony II", an unrecorded subdivision of all reserve lettered "E" in Champions East, an addition in Harris County, Texas, according to the map or plat of said Champions East recorded in Volume 127, page 11 of the Map Records of Harris County, Texas shall be members.

Section 2. ANNUAL MEETING. The annual meeting of the members shall be held on the first Tuesday of the month of January beginning with the year 1967 at the Hours of 7 o'clock p.m. for the transaction of business as may come before the meeting. If the day fixed for the Annual Meeting of the members shall be a legal holiday in the State of Texas such meeting shall be held on the next business day, at the same time. Members of the Board of Directors shall also be elected at the Annual Meeting for the forthcoming year.

ARTICLE III

BOARD OF DIRECTORS

Section 1. **GENERAL POWERS**. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. **NUMBER, TENURE AND QUALIFICATIONS**. The number of directors shall be determined and elected by vote of the members at the meeting.

Section 3. **ANNUAL MEETING.** The Annual Meeting of the Board of Directors shall be held on the first Tuesday in the month of January at the hour of 7 o'clock p.m., for the transaction of business as may come before the meeting. If the day fixed for the Annual Meeting of the Board of Directors shall be a legal holiday in the State of Texas, such meeting shall be held on the next business day.

Section 4. **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 of Directors may fix any place, either within or without the State of Texas as the place for holding any special meeting of the Board of Directors called by them.

Section 5. **NOTICE** of any special meeting shall be given at least two days previous thereto by written notice delivered personally or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director 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 of Directors need be specified in the notice or waiver of such meeting.

Section 6. **QUORUM.** A majority of the number of directors fixed by Section 2 of the Article III shall constitute a quorum for the transaction of business at any special or regular meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice until a quorum shall be present.

Section 7. **MANNER OF ACTING.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. **VACANCIES.** Any vacancy occurring in the Board of

Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the un-expired term of his predecessor in office.

Section 9. **COMPENSATION**. By resolution of the Board of Directors, the Directors may be paid for their expenses, if any, of attendance at each meeting of the Board of Directors, and may be a fixed sum for attendance at each meeting of the Board of Directors, or a stated salary as a Director. No such payment shall preclude any receiving compensation therefore.

Section 10. **PRESUMPTION OF ASSENT**. A Director of the corporation who is present at a meeting of the Board of Directors as which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he or she shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in factor of such action.

Section 11. **COMMITTEES OF DIRECTORS**. The Board of Directors by resolution adopted by a majority of the whole board may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution shall have and may exercise all of the authority of the Board of Directors, in the business and affairs of the corporation except where action of the Board of Directors is specified by statute. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The executive committee shall keep regular minutes of its proceeding and report the same to the Board of Directors when required. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any member thereof, of any responsibility imposed upon it or him by law.

ARTICLE IV

OFFICERS

Section 1. **NUMBER.** The officers of the corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such officers, and assistant officers as may be deemed necessary, may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. **ELECTION AND TERM OF OFFICE**. The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL. Any officer or agent or member of the executive committee elected or appointed by the Board of Directors may be removed with or without cause by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudge to the contract rights if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the un-expired portion term.

Section 5. PRESIDENT. The President shall be the principal executive officer of the corporation, and subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at the meeting of the Board of Directors. The President may sign, with the Secretary or other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall expressly be delegated by the Board of Directors or by these By-laws some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general 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.

Section 6. THE VICE PRESIDENTS. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers 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 by the Board of Directors.

Section 7. THE SECRETARY. The Secretary shall: (a) keep the minutes of the Board of Directors' meetings; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate (d) 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 the Board of Directors.

Section 8. THE 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 may determine. He or she shall (a) have charge and custody of and be responsible for the funds of the corporation; receive and give receipts for monies due and payable to the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (b) in general perform all of 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.

Section 9. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The assistant Treasurer shall respectively, if required by the Board of Directors, give bonds for the faithful performance and discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Secretaries and Assist Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively or by the President or the Board of Directors.

Section 10. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

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

Section 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confirmed to specific instances.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may select.

ARTICLE VI
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December, in each year, or such other dates as may be determined by the Board of Directors.

ARTICLE VII

SEAL

It shall not be necessary for said corporation to use a corporate seal.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given to any director of the corporation under the provisions of the By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Texas Non-Profit Corporation Act, 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 IX

AMENDMENTS

If approved by resolution of the directors, these By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The way to amend these Deed Restrictions is by a 75% agreeable vote of home owners. Each property shall have one vote per piece of property. It is understood that the judgment of the officers and managers of COLONY EAST, INC. in the expenditure of said funds shall be final and conclusive so long as such judgement is exercised in good faith.

ARTICLE X

TRANSFER FEE

The Board of Directors of the Association shall establish and change from time to time, if deemed appropriate, a fee to cover the expense associated with providing information in connection with the sale of property in the community and changing the ownership records of the Association. A Transfer Fee /Resell Certificate in the amount of $100.00 shall be paid to the Association, upon each transfer of title to a property.

ARTICLE XI

FORECLOSURE

No action for the purpose of foreclosing on any house in Colony East, Inc. shall be commenced without the approval of a Home Owners meeting. Sufficient notice should be two weeks and such notice must state the purpose of the meeting.

ARTICLE XII

MISCELLANEOUS PROVISIONS OF DIRECTORS

Section 1. Each director and each officer of the corporation shall be indemnified by the corporation against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of his being or having been a Director or officer of the corporation (whether or not he or she continues to be such a director or officer at the time of incurring such expenses), except in relation to matters as to which he or she shall be adjudged in such action, suite or proceeding to be liable for negligence or misconduct in the performance of his or her duties as such officer or director. Such right of indemnification shall not be deemed exclusive of any other rights to which he may be entitled under any By-Law, agreement, or otherwise or hereunder. The corporation shall have the right to intervene in and defend all such actions, suits or proceedings brought against any present or former director or officer of the corporation. Whenever in this paragraph a director or officer is referred to, such reference shall be inclusive of his or her heirs, executors and administrators.

Section 2. A director of this corporation, or a member of any committee designated by the Board of Directors pursuant to authority conferred by these By-Laws, shall in the performance of his duties, be fully protected in relying in good faith upon the books of account or reports made to the corporation by any of its officials, or by an independent certified public accountant, or by an appraiser selected with reasonable care by the Board of Directors or by any such committee, or in relying in good faith upon other records of the corporation.

Section 3. No contract or other transaction between the corporation and any person, firm, association or corporation and no other act of this corporation shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the corporation are, directly or indirectly, pecuniary, or otherwise interested in such contract, transaction or other act or related to or interested in (either as director, officer, employee or otherwise) such person, firm, association, or corporation. Any director of the corporation individually or any firm or association of which any director may be a member, may be a party to, or may be pecuniary or otherwise interested in, any contract or transaction of the corporation, provided that the fact that he individually or such firm or association is so interested shall be disclosed or known to the Board of Directors or shall be present at any meeting of the Board of Directors, or of any committee of directors having the powers of the full board, at which action upon any such contract, transaction or other act is taken, and if such fact shall be disclosed or known, any director of this corporation so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors or of such committee at which action upon any such contract, transaction or act shall be taken and may vote with respect to such action with like force and effect as if he or she were not so related or interested. Any Director of the corporation may vote upon any contract or other transaction between the corporation and any affiliated corporation without regard to the fact that he or she also is a director of such affiliated corporation.

Section 4. Annual Maintenance Fee described herein is subject to an Annual Maintenance charge. This charge is set by the Board of Directors each October for the following year. The Board of Directors shall set whatever amount they feel is necessary to handle the next year's business. The purpose of this charge is to create a fund known as the Maintenance fund to be paid by all owners and all subsequent owners of the herein described property. The charge is a like charge to be paid by the owners of the tracts in COLONY EAST, INC. To secure the payment of such maintenance charge and the late penalty, if applicable, a Lien is retained against the owner of this property, premises and improvements, in favor of the Maintenance Association of COLONY EAST, INC., its successors and assigns, and it shall be the same as if a Vendor's Lien were retained in favor of Grantor herein and assigned by proper assignment to COLONY EAST, INC. without recourse on the Grantor in any manner for the payment of said charge and indebtedness. Such annual charge may be adjusted from year to year by the Board of Directors of COLONY EAST, INC. as the needs of the property may in its judgment require.

Effect of Nonpayment Annual Maintenance: Remedies of the Board: Payment of assessment must be accomplished in one of the following ways:

a. The Annual Maintenance Notice will be distributed on November 1st and payment is due within 60 days (December 31st)

b. Any Annual Maintenance not paid within the 60 day period is considered delinquent and will bear a 6% penalty per month beginning on February 1st until paid in full.

c. Nonpayment: The Board of Directors may bring an action at law against the Owner personally obligated to pay the fee, or foreclose the lien against the Lot involved, or both, and interest, costs, and reasonable attorney fees may be added to the amount of such assessment and also constitute the lien. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the fees provided for herein by abandonment of the Lot and/or premises.

d. Subordination of Lien to Mortgages: The lien of the Annual Maintenance Fee provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Annual Maintenance lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.1 All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, in the sole discretion, for the benefit of the Community and the owners of properties therein. The Board shall expend the Maintenance Fund for the administration, management and operation of the community; for the maintenance, repair and improvement of the common areas; the payment of any court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the opinion of the Board, desirable in order to maintain the character and value of the community and the properties therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund except for willful neglect or intentional wrongdoings. The process for determining the Annual Budget shall be as follows:

1. The current years fixed expenses will be calculated from the check book. Then fixed expenses for the rest of the year will be projected. This will get one sum for the fixed expenses.

2. Next the Board must review contracts and predict if any additional fixed expense is thought to be near. If so, this amount will be added to #1 above.

3. Then the Board should predict the variable expense expected. This can be done by looking at past years and getting an average. This sum will be added to #1 & #2 and this will be the next year's fee. If the Board of Directors after projecting the next year's expenses feel Colony East requires additional funds to operate, the Board of Directors has the authority to: 1) Raise the Annual Maintenance or (2) a Special Assessment shall be charged to each Lot.

Section 4.2 Covenants for Annual Maintenance Charges and Assessments: Each owner of a property, by accepting a deed to the property whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges and assessments levied against his property and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable without demand. The Annual Maintenance Charges and assessments herein provided for shall be a charge and a continuing lien upon each property, together with all improvements thereon, as hereafter more particularly stated. Each Annual Maintenance Charge or assessment together with late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time the obligation to pay such Annual Maintenance Charge or the payment of the Annual Maintenance charges. The amount of the Special Assessment levied against the property shall be uniform. Nonpayment of Special Assessments will be subject to the same as for the Annual Maintenance in Section 4.

Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its members or any other party.

EXECUTED at Houston, Texas, this 18 day of March, 2016.

COLONY EAST, INC.

Beverly Ellerbee
President
Colony East, Inc.

Attest:

Gil Hunter
Secretary
Colony East, Inc.

We the undersigned, President and Secretary of the Corporation, do hereby certify that the foregoing By-Laws and Deed Restrictions are the true and legal By-Laws and Deed Restrictions of Colony East, Inc. a Texas Non-Profit Corporation, and that the same were adopted unanimously by the Board of Directors at the meeting of the said Board of Directors held on July 12, 2015.

The property described herein is a part of Reserve "E" in Champions East, an addition in Harris County, Texas, according to the map or plat there of recorded in Volume 127, Page 11 of the Map Records of Harris County, Texas, which for all practical purposes the entire Reserve "E" in Champions East is known as Champions Colony II, and any reference made herein to Champions Colony, II, shall be construed to represent a site

Ret:
Colony East, Inc.
42 Champions Colony East
Houston, TX 77069

FILED

2016 MAR 28 PM 1:32

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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

MAR 28 2016

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2016-124860
03/28/2016 RP2 $92.00

SECREARY'S CERTIFICATE OF FILING

I, Gil Hunter, certify that:

I am the duly qualified and acting secretary of Colony East, Inc., a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies of unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to COLONY EAST, INC. HOMEOWNERS ASSOCIATION, INC.

The attached instruments are being presented for recording in the Official Public Records of Real Property of Harris County, Texas, Pursuant to Section 202.006 of the Texas Property Code.

Dated: 03-24-2016

Secretary, Gil Hunter

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of March 2016, by Gil Hunter, Secretary of the COLONY EAST, INC. HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
Colony East, Inc.
42 Champions Colony East
Houston, TX 77079-2574

RANDY L WOOTEN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
DEC. 7, 2018