

HLEPT #170608; HOA|BRYAN OAK MEADOWS|REED AFFIDAVIT (ta)

**AFFIDAVIT**

Date: March 30, 2020

Affiant: SUZAN REED

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

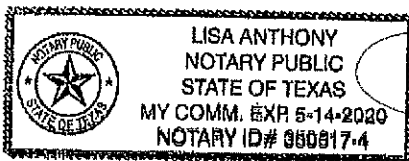
1. My name is SUZAN REED. I am a real estate licensee employed at Berkshire Hathaway Home Services / Caliber Realty, which is the Property Manager for Bryan Oak Meadows Homeowners Association, Inc. ("the HOA"), and I have personal knowledge of the facts stated in this Affidavit.

2. The directors of the HOA executed and adopted Bylaws for the HOA on February 20, 2004. A true and correct copy of the executed Bylaws are attached to this affidavit as Exhibit "A".

3. This Affidavit is being made for the purpose of filing the Bylaws of record in the Official Records of Brazos County, Texas.

Suzan Reed  
SUZAN REED

SUBSCRIBED AND SWORN TO BEFORE ME by SUZAN REED on March 30, 2020.

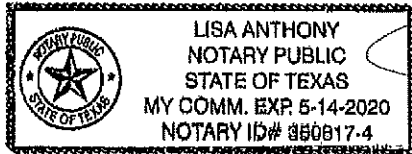


Lisa Anthony  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on the 30<sup>th</sup> day of March, 2020, by SUZAN REED.



*Lisa Anthony*  
\_\_\_\_\_  
Notary Public, State of Texas

RECORDING PAID FOR BY: HLEPT #170608  
AFTER RECORDING RETURN TO:  
CULLY LIPSEY  
1021 University Drive East  
College Station, Texas 77840

PREPARED IN THE LAW OFFICE OF:  
HOELSCHER, LIPSEY, ELMORE, POOLE & TURNBILL, P.C.  
1021 University Drive East  
College Station, Texas 77840  
HOAIBRYAN OAK MEADOWS REED AFFIDAVIT (1a)

AFFIDAVIT

SUZAN REED  
to THE PUBLIC

*Affidavit*

**BYLAWS OF  
BRYAN OAK MEADOWS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1  
DEFINITIONS**

Oak Meadows Defined

1.01 Oak Meadows shall mean all of the real property located in Brazos County, Texas, including the land, all improvements and structures on the land, and all easements, rights and appurtenances to the land, more particularly described as follows:

All that certain 28.448 acre tract or parcel of land lying and being situated in the Thomas J. Wooten League, Abstract No. 59, Bryan, Brazos County, Texas, said tract being a portion of a called 92.491 acre tract as described by a Deed to W. Barton Munro, Trustee, recorded in Volume 2493, Page 21, Official Records of Brazos County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Declaration Defined

1.02 "DECLARATIONS" shall mean all of the Deed Restrictions recorded in Volume 4370, Page 107, Official Records of Brazos County, Texas, affecting Oak Meadows or any portions thereof, including any amendments to the Declarations as may be made from time to time in accordance with the terms of the Declarations.

Other Terms Defined

1.03 Other terms used in these Bylaws shall have the meaning given them in the Declarations, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2  
APPLICABILITY OF BYLAWS**

Corporation

2.01 The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Bryan Oak Meadows Homeowners Association, Inc., referenced to as the "Association."

Applicability

2.02 The provisions of these Bylaws are applicable to Oak Meadows as defined in Paragraph 1.01 of these Bylaws.

### Personal Application

2.03 All present or future Owners, their employees, guests, or other persons that use the facilities of Oak Meadows or its Common Areas, in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any of the Lots of Oak Meadows or the mere act of occupancy of any of the Lots or Common Areas will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser or occupant.

## ARTICLE 3 OFFICES

### Principal Office

3.01 The principal office of the Association shall be located in College Station, Brazos County, Texas.

4090 Highway 6 South  
College Station, Texas 77845

3.02 The Association shall have and shall continuously maintain in Texas a registered office and a registered agent, whose office is identical with the 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 corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

### Membership

4.01 The membership of the Association shall consist of all of the Owners of the Lots within Oak Meadows. There shall be one class of membership.

### Proof of Membership

4.02 The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot in Oak Meadows. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

### No Additional Qualifications

4.03 The sole qualification for membership shall be ownership of a Lot in Oak Meadows. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are authorized or permitted under the Declarations.

### Certificates of Membership

4.04 The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership, if issued by the Board of Directors, shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

## ARTICLE 5 VOTING RIGHTS

### Voting

5.01 Voting shall be on a Lot basis. The Owner of each Lot is entitled to one vote. If a Lot has more than one Owner, the aggregate vote of the Owners of the Lot may not exceed the one vote assigned to the Lot.

### Proxies

5.02 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on (i) conveyance by the Member of the Member's Lot, (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of such Member, or (iii) terms and conditions specifically set forth in such proxy. No proxy shall be valid after eleven (11) months from the date of its execution.

### Quorum

5.03 The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 51% of the total voting power of the Association shall constitute a quorum for any action. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the meeting date.

### Required Vote

5.04 The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of members, unless the vote of the greater number is required by statute.

## ARTICLE 6 MEETING OF MEMBERS

### Annual Meeting

6.01 The first meeting of the Association shall be the meeting at which the Bylaws are adopted by the initial Board of Directors named in the Articles of Incorporation. The second meeting of the Members of the Association shall be held within eight (8) months after the first

meeting, at a time and place to be designated by the Board. After the second meeting, the annual meeting of the Members of the Association shall be held on the second Monday of September of each succeeding calendar year at the hour of 7:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday (excluding Saturdays and Sundays).

#### Special Meetings

6.02 Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least 25% of the total voting power of the Association.

#### Place

6.03 Meetings of the Members shall be held within Oak Meadows or at a convenient meeting place as close to Oak Meadows as possible, as the Board may specify in writing in its sole discretion.

#### Notice of Meetings

6.04 Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association (or other persons authorized to call the meeting) by mailing or personally delivering a copy of such notice at least 10 but not more than 50 days before the meeting to each Member entitled to vote at the meeting. The notice must be 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. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

#### Order of Business

6.05 The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

#### Action Without Meeting

6.06 Any action required by law to be taken at a meeting of the Members or any action that 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 and filed with the Secretary of the Association.

**ARTICLE 7  
BOARD OF DIRECTORS**

Number

7.01 The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than seven persons, all of whom may be, but need not be, members of the Association.

Term

7.02 At the first meeting of the Association, the Members shall elect Directors who shall hold office until the second meeting, which shall include the election of Directors by the Members. After the second meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

Removal

7.03 Directors may be removed from office without cause by a two-thirds majority vote of the Members of the Association.

Vacancies

7.04 In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor.

Any directorship to be filled by reason of (i) inability to elect a successor Director hereunder, or (ii) an increase in the number of directors, shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

Compensation

7.05 With the prior approval of a majority of the Members of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

Powers and Duties

7.06 The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Declarations of Oak Meadows and these Bylaws.

**ARTICLE 8  
NOMINATION AND ELECTION OF DIRECTORS**

Nomination

8.01 Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

Election

8.02 Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declarations. The nominees receiving the highest number of votes shall be elected.

**ARTICLE 9  
MEETINGS OF DIRECTORS**

Regular Meetings

9.01 Regular meetings of the Board of Directors shall be held semi-annually at a place within Oak Meadows and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be by mail, email, a facsimile transmission, or personally to each Director at the Director's addresses and numbers on the records of the Association.

Special Meetings

9.02 Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than two (2) days or more than ten (10) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, facsimile transmission, or email to each Director at the Director's address and numbers as shown in the records of the Association.

Quorum

9.03 A quorum for the transaction of business by the Board of Directors shall be a majority of the number of Directors constituting the Board of Directors.

Voting Requirements

9.04 The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Open Meetings

9.05 Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not

participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

#### Executive Session

9.06 The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and other business of a confidential nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

### ARTICLE 10 OFFICERS

#### Enumeration of Officers

10.01 The Officers of this Association shall be a President and Vice-President and a Secretary and Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

#### Term

10.02 The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

#### Resignation and Removal

10.03 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 the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interest of the Association would be served by such removal.

#### Multiple Offices

10.04 Any two or more offices may be held by the same person, except the offices of President and Secretary.

#### Compensation

10.05 Officers shall receive such compensation for services rendered to the Association, if any, as determined by the Board of Directors and approved by a majority of the Members of the Association.

**ARTICLE 11  
PRESIDENT**

**Election**

11.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

**Duties**

11.02 The President shall:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of a lesser Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than two (2) days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

**ARTICLE 12  
VICE PRESIDENT**

**Election**

12.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice President.

**Duties**

12.02 The Vice President shall:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice President by the Board. In connection with any such additional duties, the Vice President shall be responsible to the President.

**ARTICLE 13  
SECRETARY**

Election

13.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

Duties

13.02 The Secretary shall:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

**ARTICLE 14  
TREASURER**

Election

14.01 At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

Duties

14.02 The Treasurer shall:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association.

## ARTICLE 15 POWERS AND RESPONSIBILITIES

### General Powers and Duties

15.01 The Association shall carry out all of the responsibilities and duties, and shall possess all of the powers, set out in the Declarations and the Texas Non-Profit Corporation Act, acting by and through its Board and officers. All enforcement of restrictions, assessments, liens, maintenance and other elements of the Declarations shall be diligently and consistently carried out by the Association.

### Specific Duty, Power and Covenant

15.02 Without limiting the generality of Section 15.01, the Association, acting through its Board and officers, shall have the following powers and authorities:

- (a) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out Association functions.
- (b) Records. To keep books and records of the Association's affairs.
- (c) Assessments. To levy Assessments as provided in Article 16 below.
- (d) Right of Entry and Enforcement. To enter at any time in an emergency, or in a non-emergency, after ten (10) days written notice, without being liable to any Owner, upon any Lot for the purpose of enforcing the Declarations, and the expense incurred by the Association in connection with the entry upon any Lot and the work conducted thereon (i) shall be a personal obligation of the Owner of the Lot entered upon, (ii) shall be a lien upon the Lot entered on and Improvements thereon, and (iii) shall be enforced in the same manner and to the same extent as provided in Article 16 hereof for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Declarations. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declarations.
- (e) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.
- (f) Delegation to Committees. To set up one or more committees as authorized by the Texas Non-Profit Corporation Act, as the same is amended from time to time.
- (g) Landscape and Maintenance. To landscape, maintain and repair easements, rights-of-way, common areas, entry ways, sidewalks, paths, trails, detention ponds, signage, and other areas of the Property, as appropriate.
- (h) Common Areas. To accept, own, operate and maintain all Common Areas.

- (i) Conveyances. To grant and convey portions of Association property, including fee title, leasehold estates, easements, and right-of-way to any governmental entity for public utilities.
- (j) Safety. To provide for security guards and/or security aids.
- (k) Architectural Control Committee. Appoint the members of the Architectural Control Committee upon the expiration of the term of those individuals serving in that capacity when the Association was formed.

#### Indemnification

15.03 The Association shall indemnify any director, officer, or member of a committee duly appointed pursuant to the Articles or Bylaws who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, 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 (hereinafter a "Proceeding") by reason of the fact that such person is or was a director, officer or member of such a committee of the Association, against all judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with any such Proceeding to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time. Such authorization of indemnification shall be deemed to be mandatory and deemed to constitute authorization of indemnification and advancement of expenses to the fullest extent permitted by the Texas Non-Profit Corporation Act, as amended and in effect from time to time.

### ARTICLE 16 FUNDS AND ASSESSMENTS

#### Assessments

16.01 The Association may from time to time levy Assessments against each Lot whether or not improved. The level of Assessments shall be equal and uniform between all Lots.

Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment may be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.

Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

#### Maintenance Funds

16.02 The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the

functions of the Association under these Bylaws. The funds of the Association must be used solely for purposes authorized by these Bylaws, as it may from time to time be amended.

#### Regular Annual Assessments

16.03 The initial annual Assessment shall be Sixteen and 66/100 Dollars (\$16.66) per month or Two Hundred and No/100 Dollars (\$200.00) per year. Thereafter, prior to the beginning of each fiscal year, the Board shall estimate the expenses to be Incurred by the Association during such year in performing its functions under the Declarations and these Bylaws, including, but not limited to, the cost of all entry ways, landscaping, greenbelts, common areas, median strip, and right-of-way maintenance, the cost of enforcing the Declarations, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's funds. Assessments sufficient to pay such estimated expenses shall then be levied as herein provided; provided however, assessments may not be increased annually by more than ten percent (10%) of the prior year's assessment amount, and that level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including non-payment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

#### Special Assessments

16.04 In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Declarations. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board.

#### Owner's Personal Obligation for Payment of Assessments

16.05 The regular and special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself for liability for such Assessments. In the event of default in the payment of any such Assessments, the owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1.25% per month), together with all costs and expense of collection, including reasonable attorney's fees.

#### Assessment Lien and Foreclosure

16.06 All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in 16.05 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust filed of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have

the power to subordinate the aforesaid Assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination shall be effectuated by an officer of the Association, duly authorized by the Board. To evidence an Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an officer of the Association, duly authorized by the Board, and shall be recorded in the office of the County Clerk of Brazos County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, and may be enforced subsequent to the recording of a notice of Assessment lien as provided above, by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall report to said mortgagee the status of any Assessments relating to the mortgagee's mortgage and remaining unpaid for longer than thirty (30) days after due.

## **ARTICLE 17 BOOKS AND RECORDS**

### **Maintenance**

17.01 Complete and correct records of account and minutes of proceedings of Meetings of Members, Directors, and committees shall be kept in the possession of the officers or at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

### **Inspection**

17.02 The Declarations, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time during normal business hours (exclusive of weekends and holidays).

## **ARTICLE 18**

### **Amendment of Bylaws**

18.01 These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

18.02 Adopted by the Board of Directors on FEBRUARY 20, 2004.

BRYAN OAK MEADOWS HOMEOWNERS  
ASSOCIATION, INC.  
By: [Signature]  
Randy French, Director

By: [Signature]  
Jeff French, Director

By: [Signature]  
Edna Alford, Director

**Certificate of Adoption of Bylaws**

This is to certify:

That I am the duly elected, qualified and acting Secretary of BRYAN OAK MEADOWS HOMEOWNERS ASSOCIATION, INC., and that the above bylaws were duly adopted as the bylaws of said Non-Profit Corporation by the Board of Directors of said Non-Profit Corporation.

Dated: FEBRUARY 20 2004 By: [Signature]  
Secretary

The undersigned, being all the Directors of the Corporation, hereby consent to all the foregoing this 20<sup>th</sup> day of FEBRUARY, 2004.

[Signature]  
RANDY FRENCH

[Signature]  
JEFF FRENCH

[Signature]  
EDNA ALFORD

**EXHIBIT "A"**

Metes and bounds description of all that certain tract or parcel of land lying and being situated in the Thomas J. Wooten League, Abstract No. 59, Bryan, Brazos County, Texas. Said tract being a portion of a called 92.491 acre tract described as Exhibit "A" by a Deed to W. Barton Munro, Trustee, recorded in Volume 2493, Page 21 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod found on the northwest line of W. Villa Maria Road (variable width R.O.W.) marking the east corner of a called 31.643 acre tract as described by a Deed to Darrell Campbell recorded in Volume 1611, Page 247 of the Official Public Records of Brazos County, Texas;

**THENCE** N 47° 35'05" W through said 92.491 acre tract and along the northeast line of said 31.643 acre tract for a distance of 1155.69 feet to a 5/8 inch iron rod set marking the north corner of said 31.643 acre tract and the east corner of a tract of land now or formerly belonging to the Bluebonnet Girl Scout Council, Inc., said iron rod set marking an interior west corner of said 92.491 acre tract;

**THENCE** N 48° 19'25" W along the common line of said 92.491 acre tract and said Girl Scout tract for a distance of 351.74 feet to a 1/4 inch iron rod found in concrete marking the common corner of said 92.491 acre tract and a called 121 acre tract described as two tracts by a Deed to J. H. Nash recorded in Volume 107, Page 168 of the Deed Records of Brazos County, Texas:

**THENCE** N 40° 01'12" E along the common line of said 92.491 acre tract and said 121 acre tract for a distance of 967.64 feet to a 1/2 inch iron rod found marking the most westerly corner of a called 5.00 acre tract as described by a Deed to William Harris Edwards and wife, Linda Maria Edwards, recorded in Volume 2728, Page 280 of the Official Public Records of Brazos County, Texas, for reference a 1/2 inch iron rod found marking the most northerly corner of said 5.00 acre tract bears: N 40° 02'08" E for a distance of 76.57 feet;

**THENCE** S 47° 37'08" E through said 92.491 acre tract and along the southwest line of said 5.00 acre tract for a distance of 947.03 feet to a 1/2 inch iron rod found marking the south corner of said 5.00 acre tract, for reference a 1/2 inch iron rod found on the common line of said 92.491 acre tract and the remainder of a called 36.349 acre tract as described by a Deed to Frank W. R. Hubert, recorded in Volume 230, page 359 of the Deed Records of Brazos County, Texas, marking the east corner of said 5.00 acre tract bears: N 42° 20'53" E for a distance of 320.33 feet;

**THENCE** S 42° 21'58" W continuing through said 92.941 acre tract for a distance of 386.69 feet to a 1/2 inch iron rod found marking an interior east corner of this herein described tract;

**THENCE** S 37° 35'05" E continuing through said 92.491 acre tract for a distance of 600.48 feet to a 5/8 inch iron rod set on the northwest line of W. Villa Maria Road marking the most easterly corner of this herein described tract, for reference a concrete right-of-way marker found on the common line of said 92.491 acre tract and said 36.349 acre tract bears: N 42° 24'55" E for a distance of 706.46 feet;

**THENCE** S 42° 24'55" W along the northwest line of W. Villa Maria Road for a distance of 576.14 feet to the Point of Beginning, containing 28.448 acres of land as surveyed on the ground May, 2000. For more descriptive information see plat prepared May, 2000. Bearing orientation shown herein is based on grid north as established from City of Bryan GPS Monuments.

**Brazos County  
Karen McQueen  
County Clerk**

---

**Instrument Number:** 1389392  
Volume : 15954

ERecordings - Real Property

Recorded On: April 01, 2020 03:55 PM

Number of Pages: 18

---

**" Examined and Charged as Follows: "**

Total Recording: \$94.00

---

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

Document Number: 1389392  
Receipt Number: 20200401000085  
Recorded Date/Time: April 01, 2020 03:55 PM  
User: Susie C  
Station: CCLERK01

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX