

**Amended and Restated Bylaws of
APRIL POINT NORTH, SECTION FIVE COUNCIL OF CO-OWNERS ,
pursuant to the Texas Condominium Act
(May 2022)**

**ARTICLE ONE
PLAN OF APARTMENT OWNERSHIP**

Section One. Apartment ownership. April Point North, Section 5 (the "Condominium"), located in the County of Montgomery, State of Texas, was created under the provisions of Tex. Prop. Code Ann. §§81.001 et seq., known as the Condominium Act, by the Condominium Declaration for April Point North, Section Five, dated January 2, 1978, recorded on January 24, 1978, at Clerk's File Number 7806432 of the Condominium Records of Montgomery County, Texas (the "Declaration").

Section Two. Applicability to property. The provisions of these bylaws are applicable to the Condominium, which term includes the land, the buildings and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section Three. Applicability to persons. All present and future owners, lessees, and their mortgagees, and any other person who is entitled to use the facilities of the condominium in any manner, will be subject to these bylaws, the Declaration and Rules and Regulations pertaining to the use and operation of the condominium property covered by the Declaration. Ownership, rental, or occupancy of any apartment in the Condominium will be sufficient to bind and signify acceptance and ratification of the provisions of these bylaws and the Declaration, and agreement to comply with them.

Section Four. Office. The location of the office of the condominium and of the Board will be determined by the Board of Administration (the "Board").

**ARTICLE TWO
BOARD**

Section One. Number and qualifications. Number and qualifications. The affairs of the condominium will be governed by the Board. The Board will be composed of five persons, all of whom must be owners, co-owners, spouses of owners, or mortgagees of apartments, or, in the case of corporate owners or mortgagees of apartments, an officer, director, shareholder, or employee of such corporation. No unit may be represented by more than one board member. No member of the Board who may personally be in default, as defined in Article Five, Section Two, of the Bylaws will be eligible to vote at any board meeting.

Section Two. Powers and duties. The Board will have all of the powers and duties necessary for the administration of the affairs of the condominium. The Board may do all acts and things as are not directed by these Bylaws, the Declaration or the laws of the State of Texas required to be exercised and done by the owners. The powers and duties to be exercised by the Board include, but are not limited to, the following:

- (a) care, upkeep, maintenance, and operation of the Common Elements;
- (b) determination of amounts required to defray common expenses of the condominium (such as amounts required for operation and maintenance of the Common Elements);
- (c) collection of common charges from apartment owners;
- (d) maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made, will be made available for examination by apartment owners at convenient hours on working days;
- (e) authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover any judgments for unpaid common charges, on behalf of the council of owners;
- (f) authorization and prosecution of actions or proceedings on behalf of two or more apartment owners concerning a matter related to the Common Elements of two or more apartments;
- (g) employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common areas and facilities, and the restricted common areas and facilities;
- (h) adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property;
- (i) establishment of bank accounts in the name of the Condominium, and authorization of signatories;
- (j) procuring of insurance for the Condominium property as set forth.
- (k) contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (l) adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from unit owners;
- (m) hire and terminate managing agents and other employees, agents, and independent contractors;
- (n) institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of on matters affecting the condominium;
- (o) make contracts and incur liabilities relating to the operation of the condominium;
- (p) regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium;
- (q) adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated actions affect common elements of other units; and
- (r) any other power provided by Texas law, and other laws specifically applicable to Associations operating under declarations filed before January 1, 1994.

Section Three. Election and terms of office. Board members shall serve two (2) year terms. The terms shall be staggered with three (3) director's terms expiring in odd-numbered years, and two (2) director's terms expiring in even-numbered years.

Section Four. Vacancies. Vacancies in the Board caused by any reason, other than the removal of a board member by a vote of the Council of Co-owners, will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person appointed will hold office for the unexpired term of the member's predecessor in office.

Section Five. Removal of Board members. At any regular or special meeting of the Council of Co-Owners duly called for the purpose of considering the removal of a member of the Board, any one or more members of the Board may be removed with or without cause by a majority of co-owners, and a successor must then and there be elected to fill each vacancy created. Any member elected to fill a vacancy on the Board will serve for the unexpired term of that member's predecessor in office. Any board member whose removal has been proposed by the council of co-owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of the member's removal.

Section Six. Regular meetings. Regular meetings of the Board may be held at such times and places as are determined by the board. The Board will conduct at least six meetings during each calendar year. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone, or e-mail at least five days prior to the date set for the meeting.

Section Seven. Special meetings. Special meetings of the Board may be called by the president, or may be called by the president or secretary on the written request of at least a majority of the board members. For every special meeting, at least five days advance notice must be given to each Board member, given personally, or by mail, telephone, or e-mail. Each such notice must state the time, place, and purpose of the meeting.

Section Eight. Waiver of notice. Any Board member may at any time waive notice of any meeting of the Board by signing a written waiver of such notice, which will be deemed equivalent to having received the notice required. Attendance by any Board member of any meeting of the Board will constitute a waiver by that member of notice of the time and place of the meeting. If all board members are present at any meeting of the Board, no notice will be required, and any business may be transacted at any such meeting.

Section Nine. Quorum; adjournments. At all meetings of the Board, a majority of the members of the Board will constitute a quorum for the transaction of business. The acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the Board. If at any meeting of the Board less than a quorum is present, a majority of those present may adjourn the meeting for a specified date. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Ten. Fidelity Bonds. All officers and employees of the condominium who handle or who are responsible for the Condominium funds must furnish adequate fidelity bonds or an equivalent insurance policy. The premiums on such bonds will constitute a common expense of the Condominium.

Section Eleven. Compensation. Members of the Board will not be paid any compensation for their services. The Board may allow for payment to its members of expenses required for attendance at each regular and special meeting. Nothing contained here will be construed to preclude any Board member from serving the Council of Co-Owners or the Board in any other capacity and receiving compensation for those services.

Section Twelve. Liability of Board. Members of the Board will not be liable to apartment owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the Board be personally liable with respect to any contract made by them on behalf of the Council of Owners, and the owners will indemnify the Board and each of its members against all contractual liability to third parties arising out of contracts made by the Board on behalf of the Condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the Declaration, or of these bylaws. The liability of each apartment owner arising out of any contract made by the Board or out of the indemnification of the members of the Board will be the proportion of the total liability that the apartment owners' interest in the common elements bears to the interests of all apartment owners in the common elements. Every agreement made by the Board or by any managing agent or manager employed by the Board on behalf of the Council of Co-Owners will provide that the members of the Board, or the managing agent or manager, as the case may be, are acting only as agents for the apartment owners, and will have no personal liability except as apartment owners. Agreements will further provide that each apartment owner's liability is limited to the proportion of the total liability that the owner's interest in the common elements bears to the interests of all apartment owners in the Common elements.

ARTICLE THREE **COUNCIL OF CO-OWNERS**

Section One. Membership. Each apartment owner will automatically become a member of the Council of Co-Owners (the "Council"), and will remain a member of that Council until such time as the member's ownership ceases, when that member's membership in the council will cease.

Section Two. Annual meetings. Annual Meetings of the Council will be held annually on a date determined by the Board but no later than May 31 of each year. The annual Meeting will be held for the purpose of electing directors for all positions on the Board that will become or have become vacant as of the date of the Annual Meeting. The vote shall be conducted under the provisions of these Bylaws for these terms. The owners may also transact other business of the Condominium at the Annual Meeting as may properly be brought before the meeting.

Section Three. Special Meetings. The President may, and will, if directed by resolution of the Board or by petition signed and presented to the secretary by co-owners owning a total of at least 25 percent of the common interest, call a special meeting of the Council. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of 51 percent in common interest of owners present, either in person or by proxy.

Section Four. Place of meetings. Meetings of the council will be held at the principal office of the condominium, or at such other suitable place convenient to the owners as may be designated by the Board.

Section Five. Notice of meetings. It will be the duty of the secretary to mail, by regular mail or electronic mail, a notice of each annual or special meeting, at least ten, but not more than fifty days prior to the meeting, stating its purpose, time, and place, to each apartment owner. The mailing of a notice in the manner provided in this section will be considered notice served.

Section Six. Quorum; majority of apartment owners defined. At all meetings of the Council, twenty-five percent (25%) of co-owners present, either in person or by proxy, will constitute a quorum for the transaction of business. The acts of those co-owners entitled to exercise a majority of the total voting power of those co-owners present in person or by proxy at a meeting at which a quorum is present will bind all co-owners for all purposes except those actions for which the approval of a higher percentage is required by these bylaws, by the declaration, or by law. If, at any meeting of co-owners, there is less than a quorum present, a majority of those owners present, in person or by proxy, may adjourn the meeting and reconvene the meeting at a later date. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Seven. Order of business. The order of business at all meetings of the council of co-owners will be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) report of Board;
- (f) reports of committees;
- (g) election of inspectors of election (when appropriate);
- (h) election of members of Board (when required);
- (i) unfinished business; and
- (j) new business.

Section Eight. Voting. The owner or owners of each apartment, or some person appointed by such owner or owners to act as proxy on the owner's behalf, will be entitled to cast the vote for each apartment at all meetings of the Council of Owners. The appointment of any proxy must be made in a writing filed with the secretary before the meeting is called into order. All proxies will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which an owner is entitled will be the percentage or the amount of the percentages assigned to the apartment or apartments owned by such owner as set forth in the declaration.

Section Nine. Title to apartments. Title to apartments may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, or tenants-in-common or in the name of a corporation, a partnership, or a fiduciary. Apartments may be held as separate property or as community property.

ARTICLE FOUR **OFFICERS**

Section One. Designation. The principal officers of the Council of Co-Owners will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by (and from) the Board. The Board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary.

Section Two. Election of officers. The officers of the Council will be elected annually by the Board at the annual meeting of the Board, which will be held no more than 30 days after the annual meeting of Co-Owners. The officers will hold their offices at the pleasure of the Board.

Section Three. Removal of officers. On the affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and the officer's successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

Section Four. President. The president will be the chief executive officer of the council. The president will preside at all meetings of the Board and of the council. The president will have all general powers and duties that are incident to the office of president of a corporation organized under the Business Corporation Act of the State of Texas, including, but not limited to the power to appoint committees from among the owners as the president may deem appropriate to assist in the conduct of the affairs of the condominium.

Section Five. Vice president. The vice president will take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board will appoint some other member of the board to do so on an interim basis. The vice president will also perform such other duties as may from time to time be imposed on the vice president by the Board.

Section Six. Secretary. The secretary will keep the minutes of all meetings of the Board and of the council of owners; the secretary will have charge of such books and papers as the Board may determine; and the secretary will, in general, perform all duties incident to the office of secretary of a corporation organized under the Business Corporation Act of the State of Texas.

Section Seven. Treasurer. The treasurer will have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. The treasurer will be responsible for the deposit of all moneys and other valuable effects in the name of the Board or managing agent, in such

depositories as may from time to time be designated by the Board, and will, in general, perform all duties incident to the office of treasurer of a corporation organized under the Business Corporation Act of the State of Texas.

Section Eight. Compensation. None of the officers or members of the Board shall be paid any salary or other compensation for their services. However, nothing contained herein will be construed to preclude any officer from serving the council in any other capacity, and receiving compensation.

ARTICLE FIVE

OPERATION OF PROPERTY

Section One. Determination of common charges, Budget. The Board will from time to time, and at least annually, prepare a budget for the Condominium. This budget will include projections of common expenses, common revenues, transfer fees, late fees, fines and other similar payments, and shall include an allocation and assessment of common charges against apartment owners as provided in the Declaration. As used in these bylaws, the term "common expenses" or "common charges" will mean expenses or charges for which apartment owners are proportionately liable and will include, but not be limited to the following:

- (a) all expenses of administration, maintenance, repair, and replacements of the common elements;
- (b) insurance premiums on all policies of insurance obtained by the Board, managing agent, or manager, as the case maybe, pursuant to Sections Fourteen and Fifteen of this Article;
- (c) working capital reserve;
- (d) general operating reserve;
- (e) repair and replacement reserve;
- (f) reserve for deficits accrued in prior years;
- (g) reserve for acquisition or lease of apartments, the owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or at foreclosure or other judicial sale;
- (h) utility rates for water and gas, and related sewer rents;
- (i) utility rates for electricity serving the common elements which will be separately metered;
- (j) all other amounts that the owners may agree on or that the Board may deem necessary or appropriate for the operation, administration, and maintenance of the condominiums; and
- (k) all other amounts designated common expenses by the declaration, by these bylaws, or by law.

The Board will furnish copies of the budget on which the allocations and assessments of common charges are based to all apartment owners, mortgagees and trust deed beneficiaries.

Section Two. Collection of assessments. The Board will assess Common charges against the apartment owners from time to time and at least annually will advise each apartment owner in writing of the amount of common charges payable by the apartment owner. If any Common charge remains unpaid for more than 90 days from the date due, the Board will take prompt action to collect the same.

Section Three. Use of Assessments. Subject to the provisions of the Declaration the Common charges collected will be used for (a) common expenses for the current taxable year, as set out in the Declaration and these bylaws (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the Board, and (c) funding for a repair and replacement reserve for common elements and expenses, as may be determined by the Board.

Section Four. Liability for Assessments. Each apartment owner is obligated to pay the share of the common charges assessed by the Board, and attributable to each apartment, at times as the Board may determine. No apartment owner may be exempted from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of the owner's apartment. However, no apartment owner will be liable for any assessment for common charges against the owner's apartment subsequent to a sale, transfer, or other conveyance by the owner of the apartment made in accordance with the provisions of Article Seven, Section Three, of these bylaws. Moreover, any owner of an apartment that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these bylaws, convey the apartment to the Board or its designee, corporate or otherwise, as grantee on behalf of all other apartment owners as the council of owners. Such conveyance will exempt the owner from liability for any Common charges assessed thereafter. On the voluntary sale or conveyance of an apartment, all unpaid assessments against the seller for Common expenses must first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except (1) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the apartment, or (2) amounts due under mortgage or deed of trust instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from the purchaser's seller any amounts for which the purchaser was not liable under the purchaser's contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the Board setting forth the amount of unpaid Common charges due the Council from any seller, and will be entitled to rely on the statement. Such purchaser, mortgagee, or beneficiary will not be liable, nor will the subject apartment be subject to a lien, for any unpaid Common charges in excess of the amount set forth in such statement. A mortgagee, trust deed beneficiary, or other purchaser of an apartment at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any Common charges assessed prior to the date of the sale, and the apartment will not be subject to a lien for nonpayment of the charges.

Section Five. Default in payment of common charges. In the event an apartment owner fails for 90 days following the due date, to pay to the Board the Common charges assessed against the owner's apartment, the apartment owner will be deemed in default, and will be obligated to pay interest at the legal rate on the Common charges from the due date, together with all expenses, including reasonable attorneys' fees, incurred by the Board in any proceeding brought to collect the same, or to foreclose the lien for nonpayment.

Section Six. Foreclosure of liens for unpaid common charges. It will be the right and duty of the Board to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorneys' fees, by an action brought against any apartment owner in default on the owner's obligation to pay the same, or by foreclosure of the lien on any apartment in respect to which such default has occurred. Any lien may be foreclosed in the same manner as a mortgage on real property. In any foreclosure the apartment owner will be required to pay reasonable rental for the apartment for the period beginning on the date notice of default is first served and ending on the date of sale; and the Board, as plaintiff in the foreclosure, will be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all apartment owners as the council of owners, will have power to bid on and purchase any apartment, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid Common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

Section Seven. Maintenance and repair.

- (a) Each unit owner will promptly furnish and be responsible for, at his own expense, all of the maintenance repairs and replacements within his own apartment, parking spaces, storage area, balcony and outside faucet, except as to the common elements located therein. Specifically, but without limitation, each unit owner, at his own expense, shall maintain, repair or replace the interior surfaces of his apartment and all interior partitions or room walls, all exterior and interior doors, all glass in windows or doors, the exterior and interior surfaces of the storage area and balcony, his own cooking range, oven, refrigerator, sink, garbage disposal, and all other individual appliances, his individual lighting equipment and fixtures, his own electric breakers and wiring, all interior bathroom fixtures, appliances and plumbing, and all elements and contents of his apartment, parking spaces, storage area, and balcony, which are individually and privately owned and do not constitute any part of the common elements. All portions of the common elements shall be maintained, repaired or replaced by the Board or its representative as a common expense of all unit owners.
- (b) All maintenance, repairs, and replacements to the common elements will be the responsibility of the Board and will be charged to all apartment owners as common expenses unless maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual apartment owners; in which case those expenses will be the responsibility of and will be charged to the individual apartment owners. To preserve uniformity, painting of apartment exteriors and decks will be arranged by the Board.
- (c) Each apartment owner will be responsible for and reimburse the council for any expenditures incurred in repairing or replacing any common element damaged through the owner's fault.

Section Eight. Uses of apartments. Apartment use by owners is governed by but not limited to the following:

- (a) Apartments will be occupied and used by their respective owners only as private dwellings in accordance with these Bylaws and the Restrictions made a part of the original Declaration of Condominium for April Point North, Section 5, Montgomery County, Texas for the owner, the owner's family, tenants, and social guests, and for no other purpose whatsoever.
- (b) No portion of an apartment other than the entire unit may be rented, and no apartment may be rented for hotel or transient purposes.
- (c) No two apartments may be merged or otherwise altered to create a single, larger unit.
- (d) Decks will be kept free of debris.
- (e) Residents will exercise proper care about making noises or playing music which may disturb other residents. Residents keeping domestic animals must abide by municipal sanitary regulations.
- (f) Hanging, cleaning, or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited.
- (g) Throwing garbage or trash outside disposal installations provided for such purposes is prohibited. Disposal bins are for household garbage only. No wood, paint cans, steel or plastic cans or any kind of construction debris will be permitted. Apartment owner is responsible for the disposal and the costs associated with the disposal of restricted items.
- (h) No owner, resident, or lessee will install wiring for any electrical or telephone installation, television antenna, air-conditioning unit, or machine of any kind, on the exterior of the project which protrudes through the walls or the roof of the project or any other Common area except as authorized by the Board.
- (i) Owners will not take or cause to be taken within their apartments any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all apartment owners who might be affected.
- (j) Owners will not permit anything to be done or kept in their apartments that would increase the rate of fire insurance thereon or on the condominium as a whole. Therefore the following restrictions are in force and will be strictly enforced:
 - (1) No types of barbeque grills, smokers, candles, or heating devices of any kind are permitted to be used or stored on balcony porches. All cooking, smoking, or heating devices must be operated a minimum of 10 feet from any building. Damage caused by a fire started by any cooking, smoking, or heating device in violation of this policy, will not be covered by insurance and will be the responsibility of the tenant responsible for the fire and may be subject to criminal prosecution. No combustible or flammable substance may be stored or used on balconies and porches. Any violation of this rule will be acted upon immediately.
- (k) No immoral, improper, offensive, unlawful use, or any other use deemed a nuisance will be made of condominium property or any part thereof; and each apartment owner, at the owner's own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirement affecting the owner's apartment.

- (l) No signs, posters or flags shall be placed or otherwise attached to any common area.
- (m) Each owner will be assigned two parking spaces for the individual and separate use and ownership as depicted on Survey plat. Spaces not assigned will be marked as visitors, should not be used for any other purpose and will be considered part of the common element. Only automobiles may be parked in any parking space, without Board approval. No motor home, camper, recreational vehicle, mobile home, boat or boat trailer, trailer of any description, or any other motorized vehicle, shall be parked in any parking space at any time, unless approved by the Board. Only one vehicle of any kind shall be parked in a parking space. For any electrical automobiles or vehicles of any kind, electrical conduits shall be located completely underground and may be installed only after Board approval, and in accordance with any applicable rules of the Board.

Section Nine. Modifications by apartment owners. No apartment owner will make any structural addition or alteration in or to the owner's apartment without the prior written consent of the Board. This includes any alteration, modification or change to the interior of any apartment that may adversely affect any of the apartments adjoining the apartment being altered, either by weight of the alteration, the interruption or interference with utilities serving any adjoining apartment, or the access to any adjoining apartment. If the Board, or its agent, determines that a proposed alteration will pose a risk of injury to any adjoining apartment unit, and such determination will serve as sufficient grounds for denying an application to alter, modify, or change the interior of any apartment unit. If the Board determines that the opinion of a structural engineer, architect, licensed electrician, plumber, is needed to properly evaluate an application by an apartment owner for approval of a proposed change, then the Board shall be entitled to extend such consideration beyond the first 20 days following receipt of an application for approval. On request by any apartment owner for approval of a proposed addition or alteration, the Board will answer the same within 20 days after receipt. Neither the Board nor any member will be liable to any contractor, subcontractor, or material person, or to any person claiming injury to person or property as a result of such addition or alteration or any construction.

Section Ten. Right of entry. Each apartment owner grants to the manager, managing agent, or other person or persons authorized by the Board, a right of entry to correct any condition threatening the owner's apartment or originating in the owner's apartment and threatening another apartment or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in the owner's apartment or elsewhere; and correct any condition which violates the provisions of any mortgage secured by, or deed of trust covering, any other apartment. Entry made under this provision will not constitute an act of trespass, except in any instance of intentional conduct. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the apartment owner is present at the time or not.

Section Eleven. Use of common elements. Apartment owners will not place or cause to be placed in the porches, stairways, and other condominium areas and facilities of a similar nature comprising either general or limited common elements, any furniture, packages or objects of any kind. Such areas will be used for no other purpose than for normal transit through them.

Section Twelve. Modifications by the Board. Any additions or alterations in or to the common elements other than repairs, maintenance, or replacement made by the Board must be approved by the council co-owners or of apartment mortgagees or of trust deed beneficiaries. After approval has been obtained, the Board will proceed with the additions or alterations, and the costs will be treated as common expenses.

Section Thirteen. Repair or reconstruction. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, or to any common element or elements or any part thereof, such improvements or common elements will be promptly repaired and restored by the Board using the proceeds of any insurance procured and maintained as provided. If the proceeds are inadequate to cover the cost of repair and restoration, apartment owners directly affected by the damage or destruction will be assessed on an equitable basis according to the benefit to be derived by them from such repair and restoration. If any one or more of those comprising a minority of apartment owners refuses to pay such assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the apartment owners to be benefitted. However, if 66 2/3 percent or more of the building is destroyed or substantially damaged, as determined by the council of owners, unless otherwise unanimously agreed on by the apartment owners; the Board will proceed to realize on the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. The net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, and will be divided among apartment owners directly affected by the damage or destruction or their mortgagees or trust deed beneficiaries, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

Section Fourteen. Fire and extended coverage insurance. The Board or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Texas, covering all general and limited common elements, all common structural portions of the Condominium property, commonly referred to as "stud-out", but not sheetrock, furniture, fixtures, decorations, equipment, or personal property installed or placed there by apartment owners. The premiums for insurance will be a common expense to be paid by monthly assessments levied by the Board. The insurance covering the "stud-in" portion of any apartment must be purchased and paid for by the owner of that apartment, and should be sufficient to replace the interior and all furnishings based on "replacement value".

Section Fifteen. Liability Insurance. The Board or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements in amounts, satisfactory to mortgagees holding first mortgages and/or beneficiaries under first trust deeds. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the Board.

Section Sixteen. Beneficiaries of insurance. All policies of insurance required to be obtained will be written in the name of the Council of Co-owners of April Point North, Section Five as trustee for all apartment owners, mortgagees, and trust deed beneficiaries. Even though not named in the policies, however, each apartment owner and the owner's mortgagee or mortgagees, or trust deed beneficiary or beneficiaries, if any, will be a beneficiary in the percentage assigned to the owner's respective apartment in the declaration.

Section Seventeen. Right of owners to insure apartments. Any insurance procured or maintained by the Board, or managing agent or manager, as the case may be, will be without prejudice to the right of each apartment owner to procure and maintain the apartment insurance as the owner sees fit.

Section Eighteen. Rules and regulations. Rules and regulations concerning the use of the Common elements and of individual apartments may be promulgated and amended from time to time by the Board. Copies of all rules and regulations will be furnished by the Board to each apartment owner.

Section Nineteen. Abatement of violations. Violation of any provision of the Declaration, of these bylaws, or of any relevant rule or regulation, will give the Board, acting on behalf of all apartment owners, the right, in addition to any other rights set forth:

- (a) to enter any apartment in or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any thing or condition constituting the violation or breach; and the Board will not be deemed guilty of trespass in so doing; or
- (b) to enjoin, abate, or remedy the continuance of the violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

ARTICLE SIX

MORTGAGES AND DEEDS OF TRUST

Section One. Notice of encumbrance. An Owner who mortgages the Owner's apartment or grants valid liens upon the owner's apartment, within ten days after the mortgage or deed of trust has been executed, must notify the manager, managing agent, or secretary of the Council of the name and address of the Owner's mortgagee or trust deed beneficiary; and the secretary will maintain the information in a book or computer file entitled "Mortgagees of Apartments."

Section Two. Payment of assessments. No apartment owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease the Owner's apartment unless and until the Owner has paid in full to the Board all unpaid charges assessed against the owner's apartment and until the owner has satisfied all unpaid liens against the owner's apartment other than mortgage liens.

Section Three. Notice of unpaid assessments. The secretary of the Council, or his/her designee, will, at the request of a mortgagee or trust deed beneficiary of an apartment, report any unpaid assessments due from the owner of such apartment.

Section Four. Notice of default. On giving notice to an apartment owner of a default, whether in payment of common charges or otherwise, the Board will send a copy of the notice to each holder of a mortgage secured by the apartment, or trust deed beneficiary of the apartment, whose name and address appears in the book or computer file entitled "Mortgagees of Apartments."

Section Five. Inspection of books. Apartment owners, mortgagees, and beneficiaries under deeds of trust covering apartments will be permitted to inspect the current books (or files) of account of the Condominium at reasonable times during business hours, after making prior written request to the Board for such inspection. The Board may charge an Owner requesting such inspection, the actual costs incurred or to be incurred by the Board in assembling the records for inspection.

ARTICLE SEVEN **SALES AND LEASES OF UNITS**

Section One. Compliance with article. No apartment owner may sell or lease the owner's apartment or any interest therein except by complying with the provisions of this article.

Section Two. Severance of ownership. Any sale of an apartment must include the sale of the undivided interest in the common elements appurtenant to that apartment; the interest of the seller in any apartments acquired by the Board, or the proceeds of the sale or lease thereof; and the interest of the seller in any other assets of the Condominium (collectively referred to as appurtenant interests). No part of the appurtenant interests of any apartment may be sold, transferred, or otherwise disposed of; except as part of a sale, transfer, or other disposition of the apartment to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all apartments. Any deed, mortgage, deed of trust, or other instrument purporting to affect an apartment or one or more appurtenant interests without including all interests will be deemed to include the interest or interests that were omitted; it being the intention to prevent any severance of combined ownership of apartments and their appurtenant interests.

ARTICLE EIGHT **EMINENT DOMAIN**

Section One. Condemnation of common elements. If all or any part of the general or limited common elements is taken, injured, or destroyed by eminent domain, each apartment owner will be entitled to participate, through the council, in the proceedings incident thereto. However, any damages will be for the taking, injury, or destruction as a whole, and will be collected by the Board. If those apartment owners entitled to exercise 51 percent or more of the total voting power of the Council duly and promptly approve the repair and restoration of the general or limited common elements, the Board will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense.

Section Two. Condemnation of apartments. If all or any part of any apartment or apartments, other than the undivided interest or interests in the general and limited common elements appurtenant thereto, is taken, injured, or destroyed by eminent domain, each apartment owner so affected will be entitled to participate directly in the proceedings incident thereto. Any damages will be payable directly to the apartment owner or owners.

ARTICLE NINE

RECORDS

Records; certification by Certified Public Accountants. The manager, managing agent, and Board will keep detailed records of all actions of the manager, managing agent, and Board, as well as minutes of the meetings of the Board, Minutes of the meetings of the Council of Co-Owners, and financial records and books of account for the Condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each apartment containing, among other things, the amount of each assessment against the apartment, the date when due, amounts paid, and the balance remaining due.

ARTICLE TEN

MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the Board will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the Board or to such other address as the Board may, from time to time, designate. All notices required or permitted to be sent to any apartment owner will be sent by registered or certified mail to the Condominium or to such other address as the owner may have designated in writing to the Board. All notices to apartment mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their addresses as maintained by the secretary in the book or computer file entitled "Mortgagees of Apartments." All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

Section Four. Captions. Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision thereof.

ARTICLE ELEVEN

AMENDMENTS

Amendments. These bylaws may be amended or supplemented by the vote of those apartment owners entitled to exercise 51 percent or more of the total voting power of the council of owners at a meeting of the council duly called and held for this purpose.

ARTICLE TWELVE

PROCUREMENT

Section One. Acquiring Property. Purchasing, leasing, or otherwise acquiring property in the name of the Council of Co-Owners must be approved by a majority (51 percent) of apartment owners at a meeting of the Council called for that or any other purpose.

Section Two. Acquiring Foreclosure Property. Purchasing apartments at foreclosure on behalf of the Council of Co-Owners may be undertaken by the Board or its designee if that purchase has been pre-authorized by a majority (51 percent) of apartment owners at a meeting of the Council held for that or any other purpose.

ARTICLE THIRTEEN

CONFLICTS

Conflicts. These bylaws are intended to comply with the requirements of, and are written according to Sections 81.001 et seq. of the Property Code as amended, including the Sections of Chapter 82 of the Property Code that have been made applicable to Condominiums for which the Declarations were recorded before January 1, 1994. If these bylaws or any provisions herein are so construed as to be in conflict with the provisions of these statutes or of the Declaration of the Condominium Regime, the provisions of the statutes or of the Declaration, as the case may be applicable to this Condominium, will control.

CERTIFICATE OF ADOPTION

These Amended and Restated Bylaws were adopted at a regular meeting of the Council of Co-Owners, duly called and held on May 28, 2016, at which meeting a quorum of members was present in person and by proxy. The total number of votes cast for adoption of these Amended and Restated Bylaws was 42, of which 42 votes were cast in favor of adoption of these Amended and Restated Bylaws, and 0 votes were cast against adoption, and thereby these Amended and Restated Bylaws were adopted.

SIGNED this the 28th day of May, 2022.

APRIL POINT NORTH, SECTION FIVE
COUNCIL OF CO-OWNERS

By: Roosevelt Elias
Name: ROOSEVELT ELIAS
Title: President

E-FILED FOR RECORD

06/16/2022 03:57PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

06/16/2022



County Clerk
Montgomery County, Texas

CORPORATE CERTIFICATE
APRIL POINT NORTH SECTION FIVE COUNCIL OF CO-OWNERS

The undersigned certifies that he is the Attorney for APRIL POINT NORTH, SECTION FIVE COUNCIL OF CO-OWNERS (the "Association"). The Association is the unit owners' association for April Point North, Section Five, a condominium regime in Montgomery County, Texas, according to the map or plat thereof recorded in the Declaration filed in Montgomery County, Texas.

The Association is a Texas non-profit corporation, and attached to this certificate is a true and correct copy of the Association's **Amended and Restated Bylaws (May 2022)**.

Signed the 16th day of June, 2022.

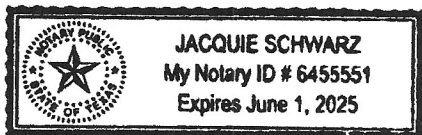
**APRIL POINT NORTH, SECTION FIVE
COUNCIL OF CO-OWNERS**



BRYAN P. FOWLER, Attorney for the
Association

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 16th day of June, 2022, by BRYAN P. FOWLER, Attorney for APRIL POINT NORTH, SECTION FIVE COUNCIL OF CO-OWNERS, a Texas nonprofit corporation, on behalf of said corporation.

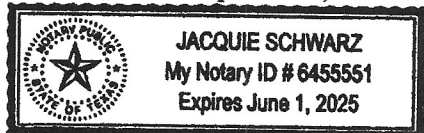


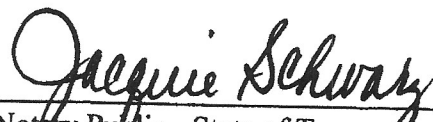


Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 16th day of June, 2022, by BRYAN P. FOWLER, Attorney for APRIL POINT NORTH, SECTION FIVE COUNCIL OF CO-OWNERS, a Texas nonprofit corporation, on behalf of said corporation.





Notary Public - State of Texas

AFTER RECORDING RETURN TO:
BRYAN P. FOWLER
The Fowler Law Firm
505 West Davis
Conroe, Texas 77301