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**BY-LAWS**

**OF**

**ANTILLES LANE TOWNHOMES ASSOCIATION**

**ARTICLE I.**

**NAME**

The name of the Corporation is Antilles Lane Townhomes Association, hereinafter referred to as the "Association".

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**ARTICLE II**

**DEFINITIONS**

***Section 1.*** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk of Harris County, Texas, under File No. **077-61-0130** dated **March 26, 1987**

***Section 2.*** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for Antilles Lane Townhomes, hereinafter referred to as the "Declaration".

***Section 3.*** "Lot" shall mean those lots or parcels of land described in the Declaration Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

***Section 4.*** "Member" shall mean and refer to those persons entitled to membership **as provided in the Declaration.**

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**ARTICLE III.**

**MEETING OF MEMBERS**

***Section 1. Annual Meetings***

The annual meeting of the members shall be held in the first quarter of each calendar year.

***Section 2. Special Meetings***

Special meetings of the members may be called any time by the President or by the Board of Directors, or upon written request of one-fourth of eligible to vote members.

3 ***Section 3. Notice of Meetings***

4 Written notice of each meeting of the members shall be given by, or at the direction of, the  
5 Secretary or person authorized to call the meeting, by mailing such notice, postage prepaid, not  
6 less than ten or more than fifty days before such meeting to each eligible to vote member,  
7 addressed to the members address as recorded with the Secretary or supplied by each member to  
8 the Secretary for the purpose of notice. The notice shall specify the place, day, hour and purpose  
9 of the meeting.

10 ***Section 4. Quorum***

11 Presence of one-half (50%) of eligible to vote members including proxies shall constitute a  
12 quorum for any action except as otherwise provided in the Articles and Declarations of these By-  
13 Laws.

14 ***Section 5. Majority***

15 A majority of present eligible to vote members including proxies is required to pass any action.

16 ***Section 6. Proxies***

17 At all meetings of members, each member may vote in person or by proxy. All proxies shall be  
18 in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically  
19 cease upon conveyance by the member of his Lot.

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21 **ARTICLE IV.**

22 **BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE**

23 ***Section 1. Number***

24 The Association shall be managed by the Board of Directors, which shall consist of five  
25 Association members. The five Board members shall consist of the President, Treasurer and  
26 three Directors.

27 ***Section 2. Term of Office***

28 Each Director will serve a three-year term. Each Board will consist of a Director with a three-  
29 year term remaining, two-year term remaining and one year term remaining.

30 ***Section 3. Removal***

31 A majority vote of eligible to vote Association members is required to remove a Director.

3 ***Section 4. Replacement***

4 The remaining Board of Directors shall select a replacement Director, upon death, resignation or  
5 Page 3 of 8  
6 removal of a Director, to serve the unexpired term of the predecessor.

7 ***Section 5. Compensation***

8 No Board member shall receive compensation for any service rendered to the Association.  
9 Actual expenses incurred in performance of Board duties may be reimbursed.

10 ***Section 6. Action taken without a meeting***

11 The Board shall have the right to take any action in the absence of a meeting, which they could  
12 take at a meeting by obtaining the written approval of all of the Board members.

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14 **ARTICLE V.**

15 **NOMINATION AND ELECTION OF DIRECTORS**

16 ***Section 1. Election***

17 The election for a Director will be held at each annual meeting. The election will be by secret  
18 ballot. Cumulative voting is not permitted. The Association member receiving the largest  
19 number of votes cast by eligible to vote members and proxies of eligible to vote members shall  
20 be elected.

21 ***Section 2. Nomination***

22 Nominations for Director may be made from the floor at the annual meeting.

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24 **ARTICLE VI.**

25 **MEETINGS OF DIRECTORS**

26 ***Section 1. Regular meetings***

27 The Board of Directors will meet within a month after the annual membership meeting. The  
28 Board will determine a schedule of regular meetings and will communicate by mail that schedule  
29 of regular meetings to all members of the Association.

3  
4 **Section 2. Special meetings**

5 Special Board of Directors meetings shall be held when called by the President of the  
6 Association, or by any two Board members, after not less than three days notice to each Board  
7 member.

8 **Section 3. Quorum**

9 Presence of three Board members including Board member proxies shall constitute a quorum for  
10 any action at a Board meeting.

11 **Section 4. Majority**

12 A majority of Board members present at the meeting including proxies is required to pass any  
13 action at a Board meeting.

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15 **ARTICLE VII.**

16 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

17 **Section 1. Powers**

18 The Board of Directors will have powers to:

- 19 A) Suspend the voting rights of a member in default of any assessment levied by the  
20 Association.
- 21 B) Exercise all powers, duties and authority vested in or delegated by the Association and not  
22 reserved to the membership by other provisions.
- 23 C) Declare the office of a member of the Board of Directors to be vacant in the event such  
24 member shall be absent from three consecutive regular meetings of the Board of Directors.
- 25 D) Authorize the officers to enter into management agreements with third parties in order to  
26 facilitate efficient operation of the Properties. It shall be the primary purpose of such  
27 management agreements to provide for the administration, management, repair and  
28 maintenance of the Properties, all improvements included therein and designed as common  
29 areas and the receipt and disbursement of funds. The terms of management agreements shall  
30 be in the best interest of the Association and subject in all respects to the By-Laws, the  
31 Articles of Incorporation and the Declaration.

E) Bring an action at law against the owner personally obligated to pay, unpaid dues, assessments, penalties, interest and costs, if payment is not received within ninety days after the due date.

**Section 2. Duties**

It shall be the duty of the Board of Directors to:

- A) Cause to be kept a complete record of all of its acts and affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (25%) of the members eligible to vote.
- B) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- C) Fix the amount of the annual assessment against each Lot and send written notice of each assessment to each owner subject thereto at least thirty days in advance of the due date.
- D) Issue, or cause an appropriate officer to issue, upon demand by any person, a receipt of any assessment paid.
- E) Cause the common areas to be maintained.

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**ARTICLE VIII.**

**OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers**

The officers of the Association shall be a President, Vice-President, Secretary, Treasurer and such other officers as the Board may from time to time create. Each officer of the Association must be a member of the association and a resident of Antilles Lane Townhomes.

**Section 2. Election of Officers**

The election of officers shall take place at the first regular meeting of the Board of Directors that follows the annual meeting of members.

**Section 3. Term**

The Board of Directors shall elect officers annually for a one year term.

**Section 4. Vacancies**

The Board of Directors may fill by appointment, for the remainder of the term, any vacancy by any officer.

**Section 5. Resignation and Removal.**

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

**Section 6. Multiple Offices**

A member may be Secretary and Treasurer. No member shall simultaneously hold more than one of any of the other offices, except in the case of special offices created.

**Section 7. Duties of Officers (Offices)**

a. President

The President shall preside at all meetings of the Board of Directors, see that order and resolutions of the Board of Directors are carried out, sign all leases, mortgages, deeds and other written instruments and co-sign all checks and promissory notes.

b. Vice-President

The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act and exercise and discharge such other duties as may be required by the Board of Directors.

c. Secretary

The Secretary shall serve notice of meetings of the Board of Directors and members, record the votes, record minutes of all meetings and proceedings of the Board of Directors and members, keep appropriate current records of the membership showing addresses, and perform such other duties as required by the Board of Directors.

d. Treasurer

The Treasurer shall cause: receipt and deposit and disbursement of all monies of the Association according to resolutions of the Board of Directors, proper accounting, an annual audit of the Association books by a Certified Public Accountant, preparation of an annual budget, statement of income and expenditures, which shall be presented at the annual members meeting and

delivered to each member, as well as sign all checks and promissory notes of the Association.

**ARTICLE IX.**

**COMMITTEES**

The Board of Directors may appoint an Architectural Control Committee, and may create other committees as deemed appropriate.

**ARTICLE X.**

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member. Copies of the Declaration, Articles of Incorporation and By-Laws shall be available for inspection by any member and purchased at a reasonable price.

**ARTICLE XI.**

**ASSESSMENTS**

Each member is obligated to pay to the Association annual dues and special assessments. Any dues and assessments which are not paid when due shall be subject to a penalty not to exceed 10% of the dues or assessments unpaid and 10% per annum interest from the date unpaid. No owner may waive or otherwise escape liability of dues and assessments by abandonment of lot.

**ARTICLE XII.**

**AMENDMENTS**

These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members. In the case of a conflict, the By-Laws, Articles of Incorporation and Declaration shall control in such order.

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**ARTICLE XIII.**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on January 1 and end on December 31.

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IN WITNESS WHEREOF, we, being all of the Directors of ANTILLES LANE TOWNHOMES ASSOCIATION, have hereunto set our hands this 1<sup>st</sup> day of September, 2003.



COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ANTILLES LANE TOWNHOMES

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That the undersigned present owners of a lot or lots out of Lots Forty (40) through Sixty (60) in that certain 10.3036 acres of land, more or less, out of the Sara Deel League, Harris County, Texas, which has been heretofore platted and subdivided into that certain residential subdivision known as HARBOUR MARTINIQUE, according to the Plat of said subdivision recorded in Volume 176, Page 139 of the Map Records of Harris County, Texas, to which Plat and record thereof reference is hereby made for all purposes, desiring to maintain the attractive residential area and to preserve the enjoyment and value of the lots therein do hereby adopt these restrictions, covenants and conditions:

ARTICLE I.

DEFINITIONS

- A. "Association" shall mean and refer to ANTILLES LANE TOWNHOMES ASSOCIATION, its successors and assigns.
- B. "Lot" shall mean those lots or parcels of land described hereinabove.
- C. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- D. "Member" shall mean and refer to those person entitled to membership as provided in this Declaration.

ARTICLE II.

SERVICE CHARGE

- A. Assessment of Service Charge
  - 1) Personal Obligation for service charge. Each of Lots Forty (40) through Sixty (60) as above described is subject to an annual service of \$1,000.00, not to be

confused with the annual maintenance fee as provided for in the Harbour Martinique Amended Restrictions as recorded under Film Code No. 164.21.1589 through 146.21.17601 of the Deed Records of Harris County, Texas. Such service charge shall be paid by each owner annually in advance of the first day of January to the ANTILLES LANE TOWNHOMES ASSOCIATION at such address in Harris County as it may designated.

- 2) Purpose of Service Charge. ANTILLES LANE TOWNHOMES ASSOCIATION shall use the service fee, so far as they may be sufficient, toward payment for maintaining and caring for yards; for maintaining common areas; and for maintaining the exteriors of townhouses, including the maintenance of exterior walls, by painting or otherwise, and the repairing of roofs; and for enforcement of these Restrictions. Use of the service fee fund for any of these purposes is permissive and not mandatory, and the decision of the Board of the ANTILLES LANE TOWNHOMES ASSOCIATION shall be final, so long as made in good faith.
- 3) Penalty and Interest on Past Due Fees. The service charge shall be subject to a penalty of 10% for late payment if not received by the ANTILLES LANE TOWNHOMES ASSOCIATION, or its agent or assignee, by January 10<sup>th</sup>. The amount of the late penalty may be changed by the Board of Directors at the time that the amount of the annual assessment is fixed. Due and unpaid service charges shall be subject to interest at the rate of Ten percent (10%) per annum.
- 4) Commencement of Service Charge. The service charge provided for herein shall commence as to all Lots on the 1<sup>st</sup> day of the month following the recordation in the Real Property Records of Harris County, Texas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (3) days in advance of each assessment period.
- 5) Increase or Decrease of Service Charge. The annual service fee may be decreased or may be increased at the rate of Twenty-five percent (25%) above

the prior year's fees without the prior consent of the lot owners. Any increase in excess of such percent shall require the consent of a Seventy-five percent (75%) of the owners of said Lots Forty (40) through Sixty (60).

- 6) Special Assessment. In addition to the annual service charge authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part any extra ordinary expense of any construction, reconstruction, repair or replacement of bulkheads or slabs provided that any such assessment shall have the assent of Seventy-five percent (75%) of the votes of the owners of said Lots Forty (40) through Sixty (60). Extraordinary expense as used herein shall be defined as any expense related to bulkheads or slabs which shall be incurred for the benefit of more than one lot. The expenses related to one lot alone shall be the obligation of that lot owner and if advanced by the Association shall be billed to that lot owner. Payment of special assessments and reimbursement of advance funds shall be due thirty (30) days from receipt by the lot owner of a bill for same, and shall incur penalties and bear interest as provided in Article II, Section A, paragraph (3) hereof.
- 7) Remedies. The service charge, special assessment and reimbursement claim, together with interest, penalty, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge, assessment or claim is made. Each such charge, assessments or claim, together with interest, penalty, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charge, assessment or claim became due. The Association may bring an action at law for payment of past due service charges, special assessments or reimbursement claim against the Owner personally obligated to pay the same, or foreclose the lien herein retained against the property.
- 8) Subordination of Lien. The lien for the charge, assessments or claim provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the charge, assessment or claim lien.

However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any charge, assessments or claim which thereafter became due or from the lien therefore.

B. Administration of Fund.

The fund composed of the fee collected and any interest thereon shall be administered by the Board of Directors of the ANTILLES LANE TOWNHOMES ASSOCIATION.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Every owner of a Lot which is subject to assessment shall be a member of the ANTILLES LANE TOWNHOMES ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE IV.

ARCHITECTURAL CONTROL

No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the ANTILLES LANE TOWNHOMES ASSOCIATION, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within

thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event that an Owner fails to comply with this paragraph suit may be brought by another Owner or by the ANTILLES LANE TOWNHOMES ASSOCIATION.

#### ARTICLE V.

##### DURATION AND AMENDMENT

These restrictions, covenants and conditions shall constitute covenants running with the land shall be binding upon and inure to the benefit of the undersigned owners of Lots Forty (40) through Sixty (60) in Harbour Martinique, their heirs, successors and assigns, and all persons claiming by, through or under them until the first day of January, 2000, at which time said restrictions, covenants and conditions shall automatically be extended for successive periods of ten (10) years. Provided, however, that such covenants may at any time be terminated, changed or amended in whole or in part by an agreement evidenced by the execution and recordation in the Real Property Records of Harris County, Texas, of an instrument signed by a majority of the then owners of the lots subject to the restrictions, covenants and conditions imposed herein.

#### ARTICLE VI

##### SAVINGS CLAUSE

If any one or more of these restrictions is held invalid by judgment, court order or otherwise, all the rest of these restriction shall continue and remain in affect.

Dated April 1, 1986

As amended March 27, 2004