

**FIRST AMENDMENT TO BYLAWS OF
PIPER'S MEADOW COMMUNITY IMPROVEMENT ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of the corporation is PIPER'S MEADOW COMMUNITY IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 15920 Piper's View Drive, Webster, Texas 77598, or such other location as may become desirable or necessary at any time in the future. Meetings of Members may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

DEFINITION

Section 1. "Association" shall mean and refer to the PIPER'S MEADOW COMMUNITY IMPROVEMENT ASSOCIATION, a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to the certain property or properties described in the Declaration of Covenants, Conditions and Restrictions for PIPER'S MEADOW, a subdivision in Harris County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Properties" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 4. "Lot" shall mean and refer to a plot of land subject to the jurisdiction of the Association as is more fully specified in the Declaration.

Section 5. "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 a part of the Properties subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for PIPER'S MEADOW, a subdivision in Harris County, Texas, and any additions or supplements thereto.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1: Annual Meetings. The regular annual meeting of the Members of the Association shall be held at such time and place as may be determined by the Board of Directors. Notice of this meeting shall be accomplished as detailed in Section 3 which follows.

Section 2: Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon the written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3: Notice of Special Meetings. Written notice of each special meeting of the Members shall be given by, or at the direction of, the secretary-treasurer or any person or persons authorized to call a meeting, by (a) mailing a copy of such notice, postage paid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, 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; and/or (b) posting on bulletin boards. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

Section 4: Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, five percent (5%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5: Proxies. 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-treasurer prior to the beginning of any meeting at which such proxy is to be exercised. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. The Board of Directors shall control the form and format the proxy shall take.

ARTICLE IV

BOARD OF DIRECTORS

Section 1: Board of Directors. The affairs of this Association shall be managed by a Board of five (5) directors, who shall also be Members entitled to vote.

Section 2: Term of Office. The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the 1979 annual meeting. At the annual meeting of 1979, the members shall elect one director for a term of two years; at each annual meeting thereafter the members shall elect that number of directors equal to the number of directors whose term expire at such time, for three-year terms of office.

Section 3: Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among voting Members.

Section 4: Election. Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5: Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6: Compensation. No director shall receive compensation for any service he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any director after not less than three (3) days' notice to each director which such notice may be waived at or prior to such meeting.

Section 3: Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4: Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the members of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

POWERS AND DUTIES OF THE ASSOCIATION

Section 1: Powers. The Association, by and through its Board of Directors, shall have the following rights and powers:

- (a) to construct, manage and maintain Common Properties and facilities and any adjacent or included public properties, and to make assessments annually therefore, and for other purposes, all pursuant to the Declaration;
- (b) to charge reasonable admission and other fees for the use of the recreational facilities located on the Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each Member. These rules and regulations may include provision to govern and control the use of the Common Properties and facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use the Common Properties and facilities, or any part thereof, at the same time;
- (c) to suspend the voting rights of a Member and his right and the rights of the members of his immediate family residing with him and his guests, tenants and occupants, to use any recreational common facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) to enter management and/or operating contracts or agreements relative to the maintenance and operation of the Common Properties and facilities, in such instances and on such terms as the Board of Directors may deem appropriate; to operate recreational facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Directors may deem appropriate; and
- (e) to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation of the Association, or these Bylaws.

ARTICLE XII

AMENDMENTS

Section 1: Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2: Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII


MISCELLANEOUS

Section 1: Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


Section 2: Procedures. Where the Bylaws do not specify detailed procedures and implementation of these Bylaws, the standing procedures approved each year by the Board of Directors or Robert's Rules of Order, Robert's Rules Association, 1990 will apply.

Section 3: Indemnification. The Association shall indemnify every director or officer, his heirs, executors and administrators, against all loss, cost and expense, including attorneys fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, nothing contained in this Article XIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration of Covenants, Conditions and Restrictions for Piper's Meadow as a Member or Owner of a Lot covered thereby.

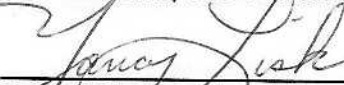
IN WITNESS WHEREOF, we, being all of the Board of Directors of PIPER'S MEADOW COMMUNITY IMPROVEMENT ASSOCIATION, have hereunto set our hands this 15th day of April, 1992.



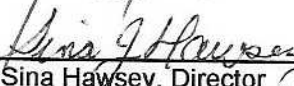
Clay F. Walker, President



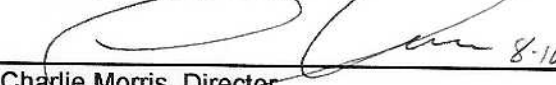
Alex Monchak, Vice President



Nancy Lisk, Secretary-Treasurer



Sina Hawsey, Director



Charlie Morris, Director