

**BY-LAWS  
of  
Park Village Homeowners Association, Inc.  
a Non-Profit Corporation**

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Park Village Homeowners Association, Inc. (the "Association"), is the association referred to in the Declaration of Covenants, Conditions and Restrictions for Park Village (the "Declaration"), filed under Volume 7047, Page 219 of the Official Records of Brazos County, Texas. Terms used in these By-Laws shall have the same meanings given to them in the Declaration, unless otherwise specifically provided herein. In the event of any conflict between the terms and provisions of these By-Laws and the Declaration, the Declaration shall control. In the event of any conflict between the terms and provisions of these By-Laws and Title 11, Restrictive Covenants, Chapters 202 and 209 of the State of Texas Property Code, as amended, the Statutes shall control.

**ARTICLE I  
OFFICES**

**1.1 Principal Office**

The principal office of the Association in the State of Texas shall be located in Brazos County, Texas at such place as the Board of Directors may determine or as the affairs of the Association may require from time to time.

**1.2 Other Offices**

The Association may have such other offices, either within or without the County of Brazos, State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

**ARTICLE II  
MEMBERS, MEETINGS AND VOTING RIGHTS**

**2.1 Members**

Each owner of a lot in Park Village shall be a member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a lot, the new owner thereof shall, concurrently with such transfer, become a member in the Association. No member shall have any right or interest in the assets of the Association, including, without limitation, any right to distribution of assets in the event of the liquidation, dissolution or winding up of the Association, whether voluntary or involuntary.

**2.2 Voting Rights**

The corporation shall have one class of voting membership:

Members shall be all those owners of lots in the Property. Members shall be entitled to one vote for each lot in which they hold the interest required for membership as described herein. When more than one person holds 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 vote be cast with respect to any lot.

No owner shall be entitled to vote at any meeting of the Association until such owner has presented evidence of ownership of a lot in the subdivision to the Secretary of the Association. Such members shall appoint one of them as the member who shall be entitled to exercise the vote of that lot at any meeting of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a lot is owned by more than one member of the Association, and no single member is designated to vote on behalf of the members having an ownership interest in such lot, then none of such members shall be allowed to vote. All members of the Association may attend meetings of the Association and all voting members may exercise their vote at such meetings either in person or proxy. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any member is entitled to cast, based upon the number of lots owned by him, shall be final. Cumulative voting is prohibited.

### **2.3 Annual Meetings**

An annual meeting of the members shall be held at the principal office of the Association or at such other place as may be designated in writing by the Board in each year, in the month, on the day and at the hour specified in the notice, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

### **2.4 Special Meetings**

Special meetings of the members may be called at any time by the President, a majority of the Board of Directors, or members representing not less than twenty-five (25) percent of the votes in the Association.

### **2.5 Place of Meeting**

The Board of Directors may designate any place within Brazos County as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association; but if all of the members shall meet at any time and place, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

### **2.6 Notice of Meetings**

Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered either personally, by mail, or by e-mail to each member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary. The purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association (which address shall be the physical address of the member's property under the

jurisdiction of the Association until changed in writing by the member), with postage thereon prepaid. For the purpose of determining members entitled to notice of a meeting and to vote at any meeting, the membership of the Association shall be determined on a date set by the Board, which date shall not be more than the close of business seven (7) days prior to the date the notice of meeting is first given.

## **2.7 Unanimous Consent**

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 members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

## **2.8 Quorum**

The members holding fifty percent (50%) of the total number of votes in the Association entitled to be cast shall constitute a quorum at any meeting of members. If a quorum is not present at any meeting of members, a majority of the members present may adjourn and reconvene the meeting from time to time without further notice, until a quorum shall be present or represented. The members present at any meeting of members at which a quorum is present shall also have the power to adjourn and reconvene a meeting to a date in the future. Once quorum has been established it may not be lost, even if the number of members necessary to maintain a quorum are no longer present. At such reconvened meetings, any business may be transacted as was set out in the notification of the original meeting.

## **2.9 Proxies**

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting of the Association. All proxies shall be revocable unless expressly provided therein, and shall automatically terminate upon conveyance by the owner of his lot.

## **2.10 Majority Vote**

Except as otherwise provided by law, in the Declaration or in these By-Laws, all action to be taken or authorized by the members shall be deemed validly taken or authorized upon the approval of a 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.

## **2.11 Cumulative Voting**

At all meetings of the Association, cumulative voting shall not be permitted.

## **2.12 Record Date**

The Board of Directors may establish a record date for determining the members entitled to vote at a members' meeting, which record date may not be set prior to the record date for determining those members entitled to vote as set forth in Section 2.6.

## **ARTICLE III** **BOARD OF DIRECTORS**

### **3.1 Number, Qualification and Nomination**

The Board of Directors shall consist of at least three (3) persons and not more than ten (10). A Director must be a member of the Association. Nomination for the first elections to the Board after the Election Date shall be made by a nominating committee which shall consist of a Chairman who shall be a member of the Board whose term is not expiring, and two or more members of the Association, who shall be appointed by the Board prior to each annual meeting of the members of the Association. Each nominating committee member shall serve until his successor is appointed. The nominating committee shall make as many nominations for election to the Board as there are vacancies to be filled and, in the event new directorships are created, shall nominate the persons to serve as, and shall designate the terms to be filled by, the new Directors as provided in Section 3.2. Nominations may also be made from the floor at the annual meeting of members of the Association.

### **3.2 Election**

The Directors shall be elected by the members at each annual meeting as set forth below. At the first meeting of the members of the Association called for the purpose of voting on the elected Board, the members shall elect one-half of the Directors for a term of one (1) year, and the remainder for a term of two (2) years. Thereafter, at the annual meeting of the members, the members shall elect the number of Directors necessary in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting, each to serve a maximum term of two (2) years in order to maintain the staggered terms. Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The nominees receiving the highest number of votes shall be elected. All votes shall be cast by written ballot.

### **3.3 Removal and Vacancies**

Any Director may be removed from the Board with or without cause, by the affirmative vote of members representing two-thirds (2/3rds) of the total number of votes in the Association, at a special meeting called for such purpose. In such event, a successor for such removed Director shall be elected by a vote of the Association. Vacancies in the Board of Directors caused by reasons other than removal shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy created on the Board shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of members or at a special meeting called for such purpose. The Directors elected to fill such newly created positions shall serve for the term that would bring about the distribution of Directors as described in Section 3.2. Board Members will serve no more than two (2) consecutive terms (4) years without a one year absence from the Board.

### **3.4 Meetings**

A regular or special meeting of the Board of Directors may be called by or at the request of the President or by a majority of Directors. The person or persons authorized to call meetings of the Board may fix any place, within Brazos County, as the place for holding any meeting of the Board.

### **3.5 Notice**

Notice of any special meeting of the Board of Directors shall be given at least three (3) and not more than thirty (30) days previous thereto by written notice delivered personally or sent by mail, or facsimile transmission to each Director at his address and/or e-mail transmission address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by e-mail transmission, such notice shall be deemed delivered on the date transmitted. Any Director may waive notice of any meeting before or after the meeting by signed, written waiver. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting must be specified in the notice or waiver of notice of any special meeting.

### **3.6 Quorum: Manner of Acting**

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The acts approved by a majority of those present at a duly called meeting at which a quorum was present shall constitute the acts of the Board, unless the act of a greater number is required by law or by these By-Laws.

### **3.7 Compensation**

Directors shall not receive any compensation for their services, but shall be reimbursed for reasonable expenses incurred while serving in such capacity.

### **3.8 Indemnification**

The Association shall indemnify a Director who was, is or is threatened to be named as a defendant or respondent in a proceeding to the greatest extent indemnification is allowed under Section 2.22A of the Texas Non-Profit Corporation Act.

### **3.9 Unanimous Consent by Directors**

The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any actions so approved shall have the same effect as though taken at a meeting of the Directors.

### **3.10 Powers and Duties**

All of the powers, authority and duties of the Association existing under the Texas Non-Profit Corporation Act, Chapter 204 of the Texas Property Code, the Declaration and these By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees,

subject only to approval by members when such is specifically required by law, the Declaration or these By-Laws.

### **3.11 Order of Business**

At meetings of the Board of Directors, business shall be transacted in such order as from time to time the Board may determine. At the annual meeting of the Board of Directors, a Chairman shall be chosen by the Board from among the Directors present to preside over all Board meetings for the ensuing year. The Secretary of the Association shall act as Secretary of the meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

### **3.12 Presumption of Assent**

A Director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

## **ARTICLE IV**

### **OFFICERS**

#### **4.1 Officers**

The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as may be elected at a meeting called for such purpose from among the continuing members of the Board, in accordance with the provisions of this article. The Board of Directors may elect or appoint one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

#### **4.2 Election and Term of Office**

The officers of the Association shall be elected annually by the Membership at the annual meeting. If the election of officers shall not be held at such meeting, such election shall be held at the first meeting of the Board of Directors to follow the annual meeting. New offices may be created and filled at any meeting of the Membership. Each officer shall hold the office until his successor shall have been duly elected and shall have been qualified but in no case more than four (4) years without a one year absence.

#### **4.3 Removal**

Any officer elected, or appointed by the Board of Directors, may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, or by special meeting called by the members for that purpose, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

#### **4.4 Vacancies**

A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

#### **4.5 President**

The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### **4.6 Vice-President**

In the absence of the President or in the event of his inability or refusal to act, the Vice-President(s) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions on the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If more than one Vice-President is elected, the Board of Directors may designate who is First Vice-President, who is the Second Vice-President, etc. The authority to act for the President shall vest to the Vice-Presidents in the order of their numerical designation by the Board of Directors, or, if none, by the chronological order of their election as Vice-Presidents.

#### **4.7 Treasurer**

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties from time to time as may be assigned to him by the President or by the Board of Directors.

#### **4.8 Secretary**

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provision of these By-Laws; keep a register of the address of each member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

#### **4.9 Assistant Treasurers and Assistant Secretaries**

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or by the Board of Directors.

#### **4.10 Compensation**

Officers of the Association shall not receive any compensation for their services but shall be reimbursed for reasonable expenses incurred while serving in such capacities.

### **ARTICLE V** **COMMITTEES**

#### **5.1 Appointed Committees**

In addition to the committees provided for in the Declaration and these By-Laws, the Board of Directors may designate one or more committees, each of which shall consist of two or more members, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director, of any responsibility imposed on it or him by law.

#### **5.2 Architectural Control Committee**

The Architectural Control Committee, as established by the Declaration, shall be composed of a minimum of three (3) members who will be elected by the Membership at the Annual Meeting for a term of two (2) years, or until their successors shall have been duly elected, but in no case more than four (4) years without a one year absence.

### **ARTICLE VI** **CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

#### **6.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances.

#### **6.2 Checks, Drafts, or Orders for Payment**

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or any Assistant Treasurer and countersigned by the President or a Vice-President of the Association.

### **6.3 Deposits**

All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

### **6.4 Gifts**

The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

### **6.5. Rentals**

It is the intention that all Dwellings are for owner occupied single family residences and not for use as rental properties. No Dwelling located within the Properties shall be used as a rental property for purposes of transient rental use by multiple students or any multiple unrelated parties.

## **ARTICLE VII** **MISCELLANEOUS**

### **7.1 Books and Records**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by and at the expense of any member, or his agent or attorney, at a reasonable time by appointment during normal business hours and upon the submission of a written request stating a proper purpose of the request. Only the books and records relevant to the stated purpose of the request need be made available for inspection.

### **7.2 Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

### **7.3 Waiver of Notice**

Whenever any notice is required to be given under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice or their presence at the meeting, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE VIII** **AMENDMENTS**

### **8.1 Power of Members to Amend By-Laws**

These By-Laws of this Association may be amended, repealed or added to, or new By-Laws may be adopted, by the vote or written consent of a majority of the members present at a meeting duly called for that purpose at which a quorum is present.

## **ARTICLE IX** **RECORD PRODUCTION**

### **9.1 Effective Date**

Notwithstanding any language to the contrary and regardless of the date of adoption of these Bylaws, the effective date of this Article IX is January 1, 2012.

### **9.2 Conflict With Other Provisions**

If there are any conflicts between the provisions of this Article and any provision in any other governing document, the provisions of this Article will control.

### **9.3 Request For Records**

An Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The written request must contain:

- (a) sufficient detail to describe the books and records requested, and
- (b) an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

### **9.4 Timeline For Record Production**

- (a) **If inspection requested.** If an inspection is requested, the Association will respond within ten (10) business days by sending written notice by mail, fax, or email setting out the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party wishes the Association to copy.
- (b) **If copies requested.** If copies are requested, the Association will produce the copies within ten (10) business days of the request.
- (c) **Extension of timeline.** If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner by mail, fax, or email, and state a date, within fifteen (15) business days of the date of the Association's notice, that the copies or inspection will be available.

### **9.5 Format**

The Association may produce documents in hard copy, electronic form, or other format of its choosing.

### **9.6 Charges**

In accordance with State law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. These charges will be the maximum amount then allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July 2011, the maximum allowable charges for common

items are:

- (a) Paper copies – 10¢ per page
- (b) CD - \$1 per disc
- (c) DVD - \$3 per disc
- (d) Labor charge for requests of more than 50 pages - \$15 per hour
- (e) Overhead charge for requests of more than 50 pages – 20% of the labor charge
- (f) Labor and overhead may be charged for request for fewer than 50 pages if the records are kept in a remote location and must be retrieved.

## **9.7 Private Information Exempted From Production**

In accordance with State law, the Association has no obligation to provide any of the following types of information:

- (a) history of an Owner's violations;
- (b) personal financial information of an Owner;
- (c) contact information for an Owner, other than the Owner's address;
- (d) personnel files or any other information relating to Association employees.

## **9.8 Existing Records Only**

The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

# **ARTICLE X**

## **RECORD RETENTION**

### **10.1 Effective Date**

Notwithstanding any language to the contrary and regardless of the date of adoption of these Bylaws, the effective date of this Article X is January 1, 2012.

### **10.2 Conflict With Other Provisions**

If there are any conflicts between the provisions of this Article and any provision in any other governing document, the provisions of this Article will control.

### **10.3 Record Retention**

The Association will keep the following records for at least the minimum time periods shown below:

- (a) Contracts with terms of at least one year – **4 years after expiration of contract**
- (b) Account records of current owners – **5 years**
- (c) Minutes of Owner meetings and Board meetings – **7 years**
- (d) Tax returns and audits – **7 years**
- (e) Financial books and records (other than account records of current Owners) – **7 years**
- (f) Governing documents including Articles of Incorporation, Bylaws, Declaration, rules and all amendments – **permanently**.

## **10.4 Other Records**

Records not listed above may be maintained or discarded in the Association's sole discretion.

## **ARTICLE XI**

### **PAYMENT PLANS**

#### **11.1 Effective Date**

Notwithstanding any language to the contrary and regardless of the date of adoption of these Bylaws, the effective date of this Article XI is January 1, 2012.

#### **11.2 Eligibility for Payment Plan**

An Owner is eligible for a Standard Payment Plan *only if*:

- (a) The Owner has not defaulted under a prior payment plan with the Association in the preceding 24-month period;
- (b) The Owner requests a payment plan no later than thirty (30) days after the Association sends notice to the Owner via certified mail, return receipt requested under Property Code §209.0064 notifying the Owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency. The Owner is responsible for confirming that the Association has received the Owner's request for a payment plan within the 30-day period. It is recommended that requests be in writing; and
- (c) The Association receives the executed Standard Payment Plan and the first payment within fifteen (15) days of the Standard Payment Plan being sent via email, fax, mail, or hand-delivered to the Owner.

An Owner who is NOT eligible for a Standard Payment Plan may still request that the Association's Board grant the owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (the property manager or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Board.

#### **11.3 Standard Payment Plan**

The terms and conditions for a Standard Payment Plan are as follows:

- (a) **Term.** Standard Payment Plans are for a term of nine (9) months (subject to the Board's discretion under Section 11.6).
- (b) **Payments.** Payments will be made at least monthly and in approximately equal amounts, or, alternatively, the initial payment may be larger with smaller subsequent payments. A small initial payment with a large balloon payment at the end of the term is NOT allowed. Payments must be received by the Association at the designated address by the required payment dates, and may not be rejected, returned or denied by the Owner's bank for any reason. Provided the Owner is not in default under the payment plan,

payments will be applied to the amounts owed in the following order: (i) firstly to delinquent assessments; (ii) secondly to current assessments; (iii) thirdly to attorney's fees; (iv) fourthly to fines; and (v) lastly, any other amounts owed.

- (c) **Assessments and Other Amounts Coming Due.** The Owner must stay current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may be, but are not required to be, included in calculating the payments due under the plan.
- (d) **Additional Charges.** The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest at the rate of ten percent (10%) per annum, all of which shall be included in calculating the total amount due under the payment plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the Owner is complying with all terms of a payment plan.
- (e) **Contact Information.** The owner must provide relevant contact information and keep the same up-to-date.
- (f) **Additional Conditions.** The Owner will comply with such additional conditions under the plan as are contained in the payment plan agreement.
- (g) **Default.** The Owner will be in default under the payment plan if the Owner fails to comply with any requirements of these Bylaws or the payment plan agreement.

#### **11.4 Account Sent for Collection**

An Owner does not have the right to a Standard Payment Plan after the 30-day period referred to in Section 11.2(b). Once the Owner's account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.

#### **11.5 Default**

If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the Declaration or State law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during the time when an Owner is **in default** under any payment plan may be applied to out-of-pocket costs (including attorneys' fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Board, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (for

example, a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

### **11.6 Board Discretion**

The Board may vary the obligations imposed on Owners under these Bylaws on a case-by-case basis, including curtailing or lengthening the payment plan terms (so long as the term of the plan is between 3 and 18 months), as it may deem appropriate and reasonable. The term length set forth in Section 11.3 shall be the default term length absent Board action setting a different term length. No such action shall be construed as a general abandonment or waiver of these Bylaws, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these Bylaws.

### **11.7 Legal Compliance**

This Article XI is intended to comply with the relevant requirements established under Texas property Code §209. In case of ambiguity, uncertainty, or conflict, this Article XI shall be interpreted in a manner consistent with all such legal requirements.

## **ARTICLE XII**

### **FLAGS**

#### **12.1 General**

An Owner may display flags only on his/her Lot and only in compliance with this Article XII. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both.

#### **12.2 Prior Approval Required**

All flagpoles, flag mounts, flag lighting, and related equipment must be approved in advance by the Association's architectural control committee (the "Committee"). An Owner wishing to display a permitted flag must submit plans to the Committee for each installation, detailing the dimensions, type, location, materials and style of the flagpole, flag mounts, lighting and related equipment. The Committee shall have sole discretion in determining whether such items comply with this Article, subject to any appeal rights that may exist elsewhere in the Declaration or under State law.

#### **12.3 Additional Requirements For Flags**

- (a) Flags must be displayed on an approved flagpole or mount. Flags may not be displayed in any other manner.
- (b) No more than one flag at a time may be displayed on a flag mount. No more than two flags at a time may be displayed on a flagpole.
- (c) Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner. Flags must never be flown upside down and must never touch the ground.

- (d) Flags may not contain commercial material or design, advertising, or any symbol, mark or language that may be offensive to the ordinary person.
- (e) If both the U.S. and Texas flags are displayed on a flagpole, they must be of approximately equal size, and the U.S. flag must be the highest flag flown and the Texas flag the second highest.
- (f) Only all-weather flags may be displayed during inclement weather.
- (g) Flags must be no larger than 3' x 5' in size.
- (h) A pennant, banner, plaque, sign or other item that contains a rendition of a flag does not qualify as a flag under this Article.

#### **12.4 Materials And Appearance Of Flagpoles And Mounts**

A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the mount or flagpole and harmonious with the dwelling, in the sole discretion of the Committee.

The following additional requirements shall also apply to flagpoles installed on Lots:

- (a) No more than one flagpole may be installed on a Lot.
- (b) The flagpole must be free-standing and installed vertically.
- (c) The flagpole must be no greater than 20' in height measured from grade level.
- (d) The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements.
- (e) The Committee may require the pole to be installed on a particular location on the Lot.
- (f) No trees may be removed for flagpole installation.
- (g) The Owner must ensure that external halyards (hoisting ropes) used on the flagpole do not create an unreasonable amount of noise.

#### **12.5 Lighting Of Flag Displays**

Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, so that the lights do not unreasonably disturb other residents or neighbors. All flag illumination lighting must be specifically dedicated to that purpose. No other interior or exterior lighting (including security floodlights or spotlights) may be directed toward a displayed flag for purposes of illuminating the flag.

#### **12.6 Maintenance**

An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related equipment are maintained in good and attractive condition at

all times, at the Owner's expense. Any flag, flagpole, flag mount, light, or related equipment or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

## **ARTICLE XIII** **SOLAR ENERGY DEVICES**

### **13.1 Conflict With Other Provisions**

If there are any conflicts between the provisions of this Article and any provision in any other governing document, the provisions of this Article will control.

### **13.2 Definition**

For the purposes of this Article XIII, "**solar energy device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.

### **13.3 Prior Approval Required**

**An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided in this Article.** Owners may not install solar energy devices except in accordance with this Article. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the Architectural Control Committee. The plans must provide an as-built rendering, and give details of the location, size, materials, and color of the solar device, and provide calculations of the estimated energy production of the proposed solar device.

### **13.4 Prohibited Devices**

Owners may not install solar energy devices that:

- (a) Threaten the public health or safety;
- (b) Violate a law;
- (c) Are located on property owned by the Association;
- (d) Are located in an area on the Owner's property other than:
  - (i) On the roof of the home (or of another structure on the Owner's Lot allowed under the Declaration; or
  - (ii) In a fenced yard or patio owned and maintained by the Owner;
- (e) Are installed in a manner that voids material warranties;
- (f) Are installed without prior approval of the Committee; or
- (g) Substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities.  
**This determination may be made at any time, and the Board may require removal of any device in violation of this or any other requirement.**

### **13.5 Limitations On Roof-Mounted Devices**

If the device is mounted on the roof of the Owner's home, it must:

- (a) Not extend higher than or beyond the roofline;
- (b) Be located only on the back of the home (the side of the roof opposite the street). The Committee may grant a variance in accordance with State law if the alternate location is substantially more efficient, i.e. if the alternate location increases the estimated annual energy production of the device by more than 1 percent. It is the Owner's responsibility to determine and provide sufficient evidence to the Architectural Control Committee of all energy production calculations. All calculations must be performed by an industry professional;
- (c) Conform to the slope of the roof, and have all top edges parallel to the roofline; and
- (d) Not have a frame, support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.

### **13.6 Limitations On Devices In A Fenced Yard Or Patio**

If the device is located in a fenced yard or patio, it may not be taller than the fence line.

### **13.7 Solar Shingles**

All solar shingles must:

- (a) Be designed primarily to (i) be wind and hail resistant; (ii) provide heating/cooling efficiencies greater than those provided by customary composite shingles, or (iii) provide solar generation capabilities; AND
- (b) When installed: (i) resemble the shingles used or otherwise authorized for use on property in the subdivision; (ii) be more durable than and of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (iii) match the aesthetics of the property surrounding the Owner's Lot.

## **ARTICLE XIV** **RAINWATER COLLECTION**

### **14.1 Prior Approval Required**

Owners may install rain barrels or rainwater collection systems only with prior written approval from the Architectural Control Committee, and only in accordance with the restrictions described in this Article XIV. Owners wishing to install such systems must submit plans showing the proposed location, color(s), materials, shielding, dimensions of the proposed installations, and whether any part of the proposed installations will be visible from the street, another Lot, or a Common

Areas (and if so, what parts will be visible). The location details must provide measurements as to how far the installations will be from the side, front and back property lines of the Owner's Lot.

#### **14.2 Prohibited Locations**

Owners are prohibited from installing rain barrels or rainwater collection systems, **or any part thereof**, in the following locations:

- (a) on property owned by the Association;
- (b) on property between the front of the Owner's home and an adjoining or adjacent street.

#### **14.3 Appearance Restrictions**

Owners are prohibited from installing rain barrels or rainwater collection systems that:

- (a) are of a color that is inconsistent with the color scheme of the Owner's home;
- (b) display any language or other content that is not typically displayed by such a barrel or system as manufactured; or
- (c) are not constructed in accordance with the plans approved by the Committee.

#### **14.4 Additional Restrictions**

If any part of the installation is installed in a side yard, or will be visible from the street, another Lot, or a Common Area, the Association may impose restrictions on the size, type, materials, and shielding of, the installation, through denial of plans or conditional approval of plans.

### **ARTICLE XV** **RELIGIOUS DISPLAYS**

#### **15.1 General**

State statute allows Owners to display certain religious items in the Owner's entry, and further allows the Association to impose certain limitations on such entry displays. This Article outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the Declaration to the contrary, residents may display on the entry door or doorframe of the resident's home one or more religious items, subject to the restrictions outlined in Section 15.2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.

#### **15.2 Prohibited Items**

No religious item(s) displayed in an entry area may:

- (a) threaten the public health or safety;
- (b) violate a law;

- (c) contain language, graphics, or any display that is patently offensive to a passerby;
- (d) be located anywhere other than the main entry door or doorframe of the dwelling;
- (e) extend past the outer edge of the door frame; or
- (f) have a total size (individually or in combination) of greater than forty (40) square inches.

### **15.3 Remedies For Violations**

Per State statute, if a religious item is displayed in violation of this Article, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under the Declaration or State law.

### **15.4 Seasonal Religious Holiday Decorations**

This Article will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Easter banners or Christmas lighting or wreaths. The Board has the sole discretion to determine what items qualify as "seasonal religious holiday decorations" and may impose time limits and other restrictions on the display of such decorations. Seasonal religious holiday decorations must comply with all other provisions of the Declaration, but are not subject to this Article XV.

### **15.5 Other Displays**

Non-religious displays in the entry area to an Owner's residence and all displays (religious or otherwise) outside of the entry area to an Owner's residence are governed by the provisions of the Declaration and these Bylaws.

## **ARTICLE XVI** **ENFORCEMENT ACTION**

### **16.1 Enforcement Action at Board's Discretion**

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. The Board may determine that in any particular case; (i) the Association's position is not strong enough to justify taking further action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) a technical violation is not of such a material nature as to be objectionable to a reasonable person; or (iv) it is not in the Associations best interest based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

### **16.2 Severability**

If any provision or application of these By-Laws is declared invalid, such invalidity does not affect other provisions and applications of these By-Laws.

Filed for Record in:  
BRAZOS COUNTY

On: Nov 14, 2012 at 01:56P  
As a  
Recordings  
Document Number: 01138021  
Amount 92.00  
Receipt Number - 453852  
By,  
Kim Green

STATE OF TEXAS COUNTY OF BRAZOS  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Nov 14, 2012

Karen McQueen, Brazos County Clerk  
BRAZOS COUNTY

Doc Bk Vol Pg  
01138021 OR 11007 284

## **CERTIFICATION**

These By-Laws adopted by Park Village Homeowners Association, Inc. by  
affirmative vote of members in attendance at the Annual Meeting held on the  
30th day of October, 2012, in Brazos County, Texas.

In Witness Whereof:

  
Gary Lantz

Chairman of the Meeting

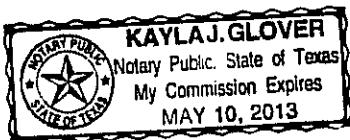
  
Beatrice Slattery

Secretary of the Meeting

I, Kayla Glover, am notarizing Gary Lantz  
signature.

11-09-2012

  
Kayla Glover



I, Constance Lynn Dunlap, am notarizing  
Beatrice Slattery's signature.

11-13-12

  
Constance Lynn Dunlap

