

**CERTIFICATE OF SECRETARY**  
of  
**SPINNAKER COVE CONDOMINIUM ASSOCIATION**  
regarding

**SIXTH AMENDMENT TO SPINNAKER COVE CONDOMINIUM DECLARATIONS**

I, Aly Aburizeck, Secretary of Spinnaker Cove Condominium Association (the "Association"), do hereby certify that at a meeting of the Members of the Association duly called and held on the 22nd day of January, 2014, the following Amendment to the Spinnaker Cove Condominium Declaration was approved by the Members of the Association.

I further certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Sixth Amendment to the Spinnaker Cove Declarations was approved as set forth above and now appears in the books and records of the Association.

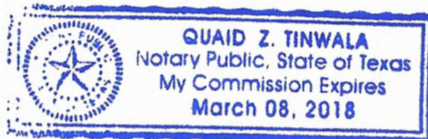
TO CERTIFY WHICH WITNESS my hand on this 3 day of 29, 2014.


  
Aly Aburizeck, Secretary

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29 day of March, 2014, by Aly Aburizeck, Secretary of Spinnaker Cove Condominium Association.

[SEAL]



  
Notary Public Signature

✓✓  
LISA Holland  
27011 Skiers Crossing Dr.  
KATY, TX 77493

**SIXTH AMENDMENT TO SPINNAKER COVE  
CONDOMINIUM DECLARATION**

STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, by that certain instrument entitled Condominium Declaration of Spinnaker Cove dated November 27, 1979, recorded under Harris County Clerk's File No. G-340916, in Volume 104, Page 96 of the Condominium Records of Harris County, Texas (hereinafter referred to as "Declaration") the Spinnaker Cove Condominiums were created and established under the Condominium Act of the State of Texas; and

WHEREAS, by that certain instrument of amendment to Spinnaker Cove Condominium Declaration dated February 11, 1980, and record under Harris County Clerk's File No. G-493984, the Spinnaker Cove Condominiums Declaration was amended in certain respects as therein stated; and

WHEREAS, by instrument entitled Amendment of Annexation to Spinnaker Cove Condominium Declaration dated March 24, 1980, and recorded under Harris County Clerk's File No. G-493985 the Spinnaker Cove Condominium was expanded; and

WHEREAS, by that certain instrument of amendment dated May 12, 1980 to Spinnaker Cove Condominium Declaration, recorded under Harris County Clerk's File No. G-543335, the Spinnaker Cove Condominium Declaration was amended in certain respects as therein stated; and

WHEREAS, by that certain Fourth Amendment to Spinnaker Cove Condominium Declaration dated January 19, 1981 recorded under Harris County Clerk's File No. G-568831, the Spinnaker Cove Condominium Declaration was amended in certain respects as therein stated; and

WHEREAS, by that certain Fifth Amendment to Spinnaker Cove Condominium Declaration dated February 25, 1981 recorded under Harris County Clerk's File No. G-588524, the Spinnaker Cove Condominium Declaration was amended in certain respects as therein stated; and

WHEREAS, the Declarations may be amended as provided therein and recorded in the office of the County Clerk of Harris County, Texas; and

WHEREAS, the Declarations are amended as follows:

I.

Article I Definitions, paragraph 2. Association is deleted in its entirety and replaced herewith:

1. "2. Association shall mean the STRATFORD PARK HOA, a Texas non-profit corporation created February 3, 2014, the Members of which are the Owners of Apartments within the Project. The term "Association" shall have the same meaning as the term "Council of Co-Owners" in the Act."

2. Exhibit C "Bylaws of the Association," as further described in Article I, Section 6, is hereby deleted in its entirety and replaced by and made a part thereof with "Bylaws of Stratford Park HOA" attached hereto as Exhibit A.

## II.

Except as amended hereby, all terms and provisions of this Declaration shall continue in full force and effect and are hereby in all things ratified, confirmed and unaltered, except as herein amended.

## Bylaws of STRATFORD PARK HOA

### Basic Information and Definitions

Association: Stratford Park HOA (the "Association"), established by the certificate of formation filed with the secretary of state of Texas on February 3, 2014 under file number 801926096, a Texas nonprofit corporation.

Principal Office: 785 Country Place Drive, Houston, TX 77079

Declaration: The Declaration of Spinnaker Cove Condominiums, dated November 27, 1979 recorded under Harris County Clerk's File No. G-340916 in Volume 104, Page 96 of the Condominium Records of Harris County, Texas.

Definitions: Capitalized terms used but not defined in the Bylaws have the meaning set forth in the Declaration.

"*Assessments*" means the Maintenance Expense Charge, regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the Owner or levied against the Unit by the Association.

"*Governing Documents*" shall mean the Declaration, these Bylaws, the certificate of formation and any and all rules, regulations, policies and/or procedures as amended from time to time.

"*Voting Members*" shall mean Members entitled to vote or their proxies. Any Member delinquent in payment of any Maintenance Expense Charge is not a Voting Member.

### A. Members

A.1. *Membership.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit.

A.2. *Place of Meeting.* Members meetings will be held at the Association's principal office or at another place designated by the Board.

A.3. *Annual Meetings.* The first Members meeting will be held within 12 months after the formation of the Association. Subsequent regular annual Members meetings will be held on the third Saturday in January at 11:00 am (CST). If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

A.4. *Special Meetings.* The president, a majority of the Board, or Owners having at least 20 percent of the votes of the Association may call special meetings.

## Exhibit A

*A.5. Notice of Meetings.* Except as provided in paragraph F.6., written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than ten (10) nor more than sixty (60) days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, properly addressed, postage prepaid.

*A.6. Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

*A.7. Quorum.* Members holding twenty-five percent (25%) of the votes in the Association, in person or by proxy, are a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, twenty percent (20%) of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, fifteen percent (15%) of the Voting Members is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than sixty (60) nor less than ten (10) days before the reconvened meeting.

*A.8. Majority Vote.* Votes representing more than 50 percent of the votes at a meeting at which a quorum is present are a majority vote. Each Voting Member shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Apartment owned by such Member as set forth in Section IV. 5. of the Declaration.

*A.9. Proxies.* Voting Members may vote by written proxy.

*A.10. Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the Members.

## **B. Board**

*B.1. Governing Body; Composition.* The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

*B.2. Number of Directors.* The Board consists of not less than three nor more than five directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

*B.3. Term of Office.* The initial directors serve until the first annual meeting of Members.

## Exhibit A

The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of three (3) years.

Directors may serve consecutive terms.

*B.4.a. Election.* The Voting Members will elect the directors of the Association and its officers as herein provided. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Nominations for election to the Board of Directors may be made by a Nominating Committee, if appointed by the Board of Directors, or made from the floor by a Voting Member at the annual meeting. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

*B.4.b. Eligibility Requirements.* To qualify for election to the Board, eligible candidates must—

- i. be a Member of the Association;
- ii. be in good standing and current in payment of any Maintenance Expense Charge or other assessment; and
- iii. not have been convicted of a felony or a crime involving moral turpitude.

### *B.5. Removal of Directors and Vacancies*

*B.5.a. Removal by Members.* Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

*B.5.b. Removal by Board.* Any director may be removed at a Board meeting if the director—

- i. failed to attend 3 consecutive Board meetings;
- ii. failed to attend 75% percent of Board meetings within one year;
- iii. is the subject of an enforcement action by the Association for violation of the Governing Documents.

*B.5.c. Automatic removal of a Board member.* A director is automatically considered removed from the Board if the director—

- i. is delinquent in the payment of any Maintenance Expense Charge or other assessment for more than 30 days; or

## Exhibit A

- ii. is convicted of a felony or a crime involving moral turpitude.

*B.5.c. Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

*B.5.d. Successors.* If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term within 30 days of the date of such vacancy or removal.

*B.6. Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

*B.7. Powers.* The Board has all powers necessary to administer the Association's affairs.

*B.8. Management.* The Board may employ a managing agent and delegate specified powers of the Board to the managing agent.

*B.9. Accounts and Reports.* Accounting must conform to good accounting practices. The Association must utilize an independent Certified Public Accountant or persons under the supervision of an independent Certified Public Accountant for all collection, payment, cash management, bookkeeping and audit purposes. The Association shall obtain an annual audit of its records in accordance with section 82.114(c) of the Act. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

- a. An income statement reflecting all income and expense activity for the preceding period.
- b. A statement reflecting all cash receipts and disbursements for the preceding period.
- c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
- d. A balance sheet as of the last day of the preceding period.
- e. A delinquency report listing all Owners who are delinquent by more than 30 days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

*B.10. Borrowing.* Notwithstanding any provision of the Declaration, the Board may borrow money without the approval of the Members to maintain, repair, or restore the Common Elements only if necessary to avoid endangerment of the Members, hazardous conditions or severe deterioration of the Property. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

## Exhibit A

*B.11. Rights of Association.* With respect to the Common Elements, and in accordance with the Declaration and the provisions of Section F.7. herein, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

### **C. Board Meetings**

*C.1. Regular Meetings.* Regular meetings of the Board will be held at such time and place as determined by the Board, but at least 12 such meeting[s] will be held during each fiscal year. Notice of the time and place of the meeting[s] will be given to directors not less than 5 days and not more than 10 days before the meeting[s].

*C.2. Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any 3 directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

*C.3. Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

*C.4. Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than one nor more than 14 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

*C.5. Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

*C.6. Proxies.* Directors may vote by written proxy.

*C.7. Action without Meeting.* Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting or as otherwise provided by statute.

### **D. Officers**

*D.1. Officers.* The officers of the Association are a president, vice president[s], secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

## Exhibit A

*D.2. Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

*D.3. Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

*D.4. Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

No Maintenance Expense Charge may be assessed against a Member in excess of their allocated amount as determined under the Declarations. Any increase or decrease to the Maintenance Expense Charge as determined under the Declarations shall apply equally and upon the same date to all Members in accordance with their Percentage Interest. No Assessment may be made against a Member, that does not apply to all Members in accordance with their Percentage Interest, unless provided for under the Governing Documents. Any forgiveness, delay in payment or special payment terms for the Assessment amounts due from any Member must be approved by the Members in the same manner as a Special Assessment.

*D.5. Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

### **E. Committees**

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

### **F. Miscellaneous**

*F.1. Fiscal Year.* The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

*F.2. Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

*F.3. Conflict.* The Declaration controls over these Bylaws.

*F.4. Inspection of Books and Records*

*F.4.a. Inspection by Member.* After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that

## Exhibit A

purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

*F.4.b. Inspection by Director.* A director has the right, at any reasonable time and at the Association's expense, to examine and copy the Association's books and records at the Association's Principal Office and to inspect the Association's properties.

*F.5. Notices.* Any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

*F.6. Amendment.* These Bylaws may be amended only by 51 percent of the Voting Members in the Association at a regular or special meeting so long as notice of the proposed Bylaw amendment was given to the Members at least ten days prior to the meeting.

The officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association are as follows: The president and secretary.

*F. 7. Vendors or Contractors.* Notwithstanding any more general provisions of the Declarations, no Director may recommend or enter into a contract for goods or services with a current Member, Owner, Resident, or Director, a person related to a current Member, Owner, Resident, or Director within the third degree by consanguinity or affinity, or a company owned by a current Member, Owner, Resident, or Director or a person related to a current Member, Owner, Resident, or Director within the third degree by consanguinity or affinity. Any such contract for goods or services will be null and void and become the personal liability of any Director acting in violation of this subsection. Any Director acting in violation of this subsection shall indemnify and hold harmless the Association against all claimants under any contract for goods or services wrongfully entered into by such Director.

Any contract for goods and services must be in writing and specify the price and scope of work to be completed and be approved and executed by a majority of the Board of Directors and the authorized representative of the Vendor/Contractor. Contracts effecting the Common Areas or Limited Common Areas must be made available to Members for review within 3 days upon written request.

FILED

2014 APR -2 PM 8:21

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris  
County, Texas

APR - 2 2014



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

6611-40-160 21