

**BYLAWS
OF
SAN JACINTO COUNTY LAKESIDE VILLAGE
PROPERTY OWNERS ASSOCIATION
(Amended January 2013)**

ARTICLE I

Office

Section 1. The principal office of the corporation shall be located in Lakeside Village Subdivision, San Jacinto County, Texas. The address of the Corporation is: LAKESIDE VILLAGE PROPERTY OWNER'S ASSOCIATION INC., P. O. BOX 334, RIVERSIDE, TEXAS, 77367.

Section 2. The Association shall have and continuously maintain in the State of Texas, a registered office as required by the Texas Non-Profit Corporation Act. The Board of Directors may change the address of the registered office from time to time.

ARTICLE II

Board of Directors

Section 1. Its Board of Directors shall manage the affairs of the Association. Directors need not be residents of San Jacinto County, Texas, but must be members of the Association.

Section 2. The number of directors shall be 11. The number of directors may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. A director must be a property owner in Lakeside Village Subdivision, San Jacinto County, Texas. All candidates for Director shall agree to uphold the covenants of the Deed Restrictions as a pre-qualification for becoming a Director. Members with a felony conviction or a conviction for a crime involving moral turpitude are not eligible to serve.

Section 3. At the first annual meeting of members and at each annual meeting thereafter, the members shall elect directors as set forth in Section 2 hereof, to hold office for a period of two years. Each director shall hold office for the term of which he is elected and until his successor

shall be elected and shall qualify. Directors shall be divided into two classes for purposes election to office. Class I directors shall be elected at annual meetings held on odd-numbered years. There shall be six directors in Class I. Class II directors shall be elected at annual meetings held on even numbered years. There shall be five directors in Class II.

Section 4. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following any executive session, any decision made in the executive session shall be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary shall include a general explanation of any expenditures approved in executive session.

Section 5. Notice of Meetings. Members shall be given notice of the date, hour, place, and general subject of a regular or special meeting of the Board, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be (a) mailed to each member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by (i) posting the notice in a conspicuous manner reasonably designed to provide notice to the members in a place located on the Association's common property, or on conspicuously located private property within the subdivision, or (ii) by posting the notice on an Internet website maintained by the Association; and (iii) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

Section 6. Meetings Without Notice. The Board, by any method of communication, including electronic and telephonic meetings, may meet without prior notice to Members, if each director may hear and be heard by every other director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen

emergency or urgent necessity that requires immediate Board attention. The action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes at the next regular or special meeting of the Board. Notwithstanding the authority to meet without notice to the Members, the Board may not, without prior notice to the Members, consider or vote on fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or the suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; and if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Removal. Any director may be removed by the members of the Association, by a majority vote, with or without cause, at a special meeting called for that purpose. In addition, the Board of Directors by majority vote, may request the resignation of any Director from the Board because of habitual absence from regular meetings or because of known illegal behavior.

Section 10. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death or disability, as provided in these bylaws. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

Section 11. Compensation. Directors shall not receive any salaries or compensation for their services.

ARTICLE III

Officers

Section 1. The officers of the Association shall be the President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as maybe elected in accordance with the provisions of this Article III.

Section 2. Election and Term of Office. The Board of Directors at the regular annual meeting of the Board of Directors shall elect the officers of the Association annually. If the election of the officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. The Board of Directors may remove any officer elected or appointed by the Board of Directors whenever in their judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office caused by death, resignation, removal, disqualification or otherwise, maybe filled by the Board of Directors for the unexpired portion of the term.

Section 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 Board of Directors. 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, checks drawn against the Association, or other instruments which 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 Bylaws, 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 maybe prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his inability or

refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the power of and be subject to all the restrictions upon 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.

Section 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 whatever, and deposit all such monies in the name of the Association in such bank, trust company or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and in general, perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings 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 Bylaws, 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; execute such on behalf of the Association, under its seal, as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each, which shall be furnished to the Secretary by such Director, 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.

ARTICLE IV

Members

Section 1. The Association members will consist of those individuals who are property owners in LAKESIDE VILLAGE SUBDIVISION, a subdivision that is located in San Jacinto County, Texas.

Section 2. The Association may issue such certificate, or cards, or other instruments evidencing

membership rights, voting rights or ownership rights, as shall be agreed upon by a majority vote of the Board of Directors.

Section 3. Meetings of members shall be held at the registered office of the Association, or at such other place, within or without the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 4. An annual meeting of the members, for the purposes of electing directors, and transacting such other business as may properly be brought before the meeting, shall be held annually on the second Saturday of June at 11:00 a.m.

Section 5. Failure to hold the annual meeting at the designated time shall not cause the dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, with such demand to be made in writing by registered or certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 6. Special meetings of the members for any purpose or purposes may be called by the President, or any member of the Board of Directors. No other business other than that specified in the notice of the meeting shall be transacted at such special meeting.

Section 7. (a) Written or printed notice stating the place, day and hour of the meeting and, in cases of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears in the records of the Association, with postage thereon prepaid.

(b) Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting.

Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 8. Ten percent of the members entitled to vote, represented in person, by proxy, by absentee and/or electronic ballot, shall constitute a quorum at a meeting of Association. If a quorum shall not be present or represented at any meeting of members, the members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting. Notwithstanding the quorum requirements contained herein, if a quorum is not present at a meeting in which directors are to be elected, the Association may convene a meeting for the sole purpose of electing directors only, and the quorum requirement for purposes of election of directors shall be the be the number of votes cast in person, by proxy, by absentee ballot, and by electronic ballot.

Section 9. For the purpose of determining members entitled to notice or to vote at any meeting of the members or any adjournment thereof, the record date shall be the date on which notice to the meeting is mailed.

Section 10. At a meeting at which a quorum is present, the vote of the majority of the members in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, or these Bylaws. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 11. The voting rights of a Member may be cast or given:

- (1) in person or by proxy at a meeting of the Association;
- (2) by absentee ballot; or

- (3) by electronic ballot by electronic mail or facsimile.

Absentee ballots may not be counted, even if properly delivered, if the Member attends any meeting to vote in person so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. Absentee or electronic ballots may not be counted on the final vote of a proposal if the motion was amended at a meeting of the Members to be different from the exact language on the absentee or electronic ballot. Any solicitation for votes by absentee ballot by the Association must include an absentee ballot that contains each proposed action and provides an opportunity to vote for or against the proposed action, instructions for delivery of the completed absentee ballot, including the delivery location, all of which are required by Section 209.00592 of the TEXAS PROPERTY CODE.

Section 12. Recount Procedures. A Member may, not later than the fifteenth (15th) day after the date of a meeting at which an election was held, require a recount of votes in accordance with Section 209.0057 of the TEXAS PROPERTY CODE.

Section 13. Election Vote Tabulators. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree of consanguinity or affinity, as determined under Chapter 573 of the TEXAS GOVERNMENT CODE, may not tabulate or otherwise be given access to the ballots cast in the election or vote.

Section 14. Any action which may be taken at a meeting of the members of the Association, whether or not required by law, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of the members entitled to vote and may be stated as such in any articles or document filed with the Secretary of State of the State of Texas.

ARTICLE V

Authority of Association

Section 1. The Association shall have the authority to exercise those powers and privileges as set forth in the Articles of Incorporation, and shall be bound by, and have the authority to enforce, and amend, any and all restrictions of record concerning LAKESIDE VILLAGE SUBDIVISION as set forth and filed in the records of the County Clerk of San Jacinto County, Texas, including any amendments to said restrictions, covenants and rights adopted by the Board of Directors and filed of record with the County Clerk of San Jacinto County, Texas, including but not limited to the following filings:

Lakeside Village I Reservation, Restrictions, and Covenants filed September 14, 1982, at Volume 221, Page 642 et seq, Deed Records, San Jacinto County Texas; Lakeside Village II Reservations, Restrictions, and Covenants filed July 28, 1983, at Volume 235, Page 763 et seq, Deed Records, San Jacinto County, Texas; Lakeside Village III Reservations, Restrictions and Covenants filed October 8, 1984, at Volume 253, Page 669, Deed Records, San Jacinto County, Texas; Lakeside Village Phase III, Annex One, Reservations, Restrictions, and Covenants filed June 8, 1987, at Volume 53, Page 186, Official Records, San Jacinto County, Texas; and Lakeside Village Phase IV, Reservations, Restrictions, and Covenants filed May 8, 1989, at Volume 88, Page 841, Official Records, San Jacinto County, Texas, and as the same may be amended from time to time as therein provided, said documents being incorporated herein as if set forth at length.

Section 2. The Association shall not have the sole authority to enforce the deed restrictions. The determination of whether to file any lawsuit or take any other action regarding a deed restriction violation is vested in the sole discretion of the Board of Directors, provided that the funds are available. However, the members of the Association, by majority vote of the members at a regular or special meeting duly called as required by these Bylaws, may direct the Board of Directors to file any lawsuit or take any other action regarding a deed restriction violation.

Section 3. Any action taken in regards to deed restrictions by the Board of Directors or members of the Association shall always follow the law as set forth in Chapter 209, Texas Residential Property Owners Protection Act, or a similar successor statute.

ARTICLE VI

Maintenance Fees

Section 1. The membership of the Association at the annual meeting may determine the annual maintenance fee per lot to be collected for the purpose of maintaining the roads, right-of-ways, parks, and recreation areas in LAKESIDE VILLAGE SUBDIVISION, San Jacinto County, Texas. The passage of this maintenance fee amount will require a majority of the membership present or represented by proxy at the annual meeting. Notice of the proposed maintenance fee must be set forth in the notice given to all members of such annual meeting as required by these Bylaws. In the event of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the members the previous year will be the amount of maintenance fee for that year. In no event may the amount of maintenance fees be less than the amount of maintenance fees for the previous year.

Section 2. Maintenance fees shall be payable for the then current calendar year between July 1 and June 30 of such year. Payments shall be made to "SAN JACINTO COUNTY LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION".

Section 3. Maintenance fees shall become delinquent if not paid by October 1 in the year such fees are due. Any delinquent fees are subject to a late fee of twelve percent (12%). The late fee will be assessed on October 1 and each succeeding October 1 until payment is made in full. The Board of Directors may take such legal action, and enter into settlements thereof, against any member delinquent in payment of maintenance fees due and all costs incurred in collecting such fees, including attorney's fees, will be assessed against such delinquent member before the member will be entitled to exercise any voting privileges in the Association.

Section 4. Any action taken in regards to maintenance fees by the Board of Directors or members of the Association shall always follow the laws set forth in Chapter 209 Texas Residential Property Owners Protection Act, or a similar successor statute.

ARTICLE VII**Assessments**

Section 1. Each member is obligated to pay to the Association, in addition to the maintenance fees set forth in the deed restrictions and these Bylaws, special assessments for major street repairs, upkeep of their lots or other things considered of general benefit to the property owners of the addition. Such special assessment shall be assessed against such lot owners under the condition set forth in these Bylaws. Failure to pay the assessments on or before the deadline for such payment as set forth in such notice shall be treated the same as failure to pay the maintenance fees, as provided by these Bylaws.

Section 2. The Board of Directors may assess the charge of mowing and clean up of any lot within the subdivision if the owner of said lot fails to mow and clean up the lot after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and clean up, thirty (30) days, upon receipt of notice, within which to mow and clean up the lots. Such notice shall be by certified mail, return receipt requested, to the last address of said lot owner on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter. Assessment fees become delinquent if not paid within thirty (30) days upon receipt, and are subject to the penalties provided for by these Bylaws.

Section 3. The members of the Association, may, by majority vote at a special or annual meeting, make assessments against each lot owner for major street or public utility repairs and/or construction. Notice of any such assessment must be given in the notice of the meeting. Such assessment question will be governed the same as for the assessment of maintenance fees as provided by these Bylaws.

Section 4. No lot owner may waive or otherwise escape liability for the assessments provided for hereby by non-use of any of the facilities or services provided by the Association or by abandonment of his lot.

Section 5. Any action taken in regards to maintenance fees by the Board of Directors or members of the association shall always follow the law as set forth in Chapter 209 Texas

Residential Property Owners Protection Act, or a similar successor statute.

ARTICLE VIII

Miscellaneous Provisions

Section 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 Board of Directors, and shall keep at the registered or principal office, a record giving the names and addresses of the members of the Association and of the Board of Directors of the Association. Any member or Director or his agent or attorney may inspect all books and records of the Association for any proper purpose at any reasonable time, in accordance with the Association's records production policy.

Section 2. All checks, drafts, or orders for the payment of money, notice or other evidence of indebtedness, issued in the name of the Association shall be signed by the President and the Treasurer of the Association, unless otherwise directed by the Board of Directors. Any single expenditure exceeding the amount of \$500.00 shall require the approval of the Board of Directors.

Section 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 select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association, any contributions, gifts, bequests or devises for the general purpose or for any special purpose of the Association, and give written evidence of such contribution, gift, bequest or devise to such donor.

Section 5. The fiscal year of the Association shall begin on the first day of July of each year and end on the last day of June in each year.

Section 6. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal" or a star.

Section 7. Whenever any notice is required to be given under the provisions of the TEXAS NONPROFIT CORPORATION ACT, or under the provisions of the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed to be the giving of such notice.

Section 8. Indemnification. (a) The Association shall indemnify any person who was or is a party or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another enterprise, against expenses (including attorney's fees), judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best

interests of the Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, except to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Section 8.

(e) Indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper under the substantive standards established hereunder. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the members of the Association.

(f) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the

Association would have the power to indemnify him against such liability under the provisions of this Section 8.

ARTICLE IX

Amendment to Bylaws

Section 1. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members entitled to vote, present at any annual meeting or any special meeting called for that purpose, where a quorum is present, if at least ten (10) days written notice is given on the intent to alter, amend, or repeal, or adopt new Bylaws at such meeting. These Bylaws were originally adopted at the first annual meeting of the Association on June 30, 1990, and have been amended in June 1990, May 1991, May 1992, May 1993, July 2005, and June 2009.


RECOMMENDED and approved by the Board of Directors of the SAN JACINTO LAKESIDE VILLAGE PROPERTY OWNERS ASSOCIATION this 12th day of January, 2013.

Signed this 12th day of January, 2013.

SAN JACINTO COUNTY LAKESIDE VILLAGE
PROPERTY OWNERS ASSOCIATION



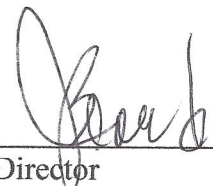
Director



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COUNTY CLERK

SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Angelia Steele, hereby certify that this instrument was FILED
in number sequence on the date and time stamped hereon by me,
and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of
San Jacinto County, Texas as stamped hereon by me on

JAN 30 2013



ANGELIA STEELE
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS