

**EXHIBIT "C" – Bylaws (and Organizational Docs)**

Certification – Bylaws & Org. Docs

See Doc. No.: 201600297380



201600297380

CT 1/35

## CERTIFICATION

**THE STATE OF TEXAS \***

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF DALLAS \***

I, the undersigned, pursuant to the Texas Property Code, Section 202.006, for and on behalf of the herein named property owner's association, do hereby certify:

1. That I am the duly elected and acting Secretary of the FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Non-profit Corporation (the "Association"); and

2. That the attached documents are the current documents for the Association that apply to the operation and utilization of the property within the SPHINX AT FIJI, PHASE TWO ADDITION, an Addition to the City of Dallas, Dallas County, Texas, as such property being shown and described by the Plat thereof filed of record on June 14, 2013 bearing Document No. 201300187389, in the Official Map Records of Dallas County, Texas (the "Plat", and which Plat is incorporated herein by this reference and made a part hereof for all purposes; and

3. That the property affected by these documents consists of the described lots, tracts and parcels of land shown on the Plat (collectively the "Property") and described as follows:

Part A: Townhome Lots: Being the 49 "Townhome Lots" consisting of Lots 1 - 23, Block D/5914, and Lots 1 - 26, Block E/5914, of the SPHINX AT FIJI, PHASE TWO ADDITION; and

That all 49 "Townhome Lots" were previously conveyed by Warranty Deeds dated effective as of January 1, 2014 from FIJI TOWNHOMES DEVELOPMENT, LLC, a Texas Limited Liability Company, as Grantor, to SDC COMPTON HOUSING, L.P., a Texas Limited Partnership, as Grantee, said Warranty Deeds recorded in the Official Public Records of Dallas County, Texas, bearing Clerk's Document Nos.: 201400138095, 201500180952, and 201600075535; and

Part B: Common Area Lots: Being the 17 "Common Area Lots" consisting Lots A - H and Lots J - N, and Lots P - S, of the SPHINX AT FIJI, PHASE TWO ADDITION; and

That all 17 "Common Area Lots" were previously conveyed by Warranty Deed from SPHINX DEVELOPMENT CORPORATION, a Texas Corporation, as Grantor, to FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Non-profit Corporation, as Grantee, said Warranty

Deed dated effective as of January 1, 2014, and recorded in the Official Public Records of Dallas County, Texas, bearing Clerk's Document No.: 201500180953; and

Part C: Right-of-Ways and Alleys: Being the Right-of-Ways called Sphinx Street, Fiji Street, and Tonga Street (the "Streets"), and the Alley associated with Block D/5914 and the Alley associated with Block E/5914 (the "Alleys") of the SPHINX AT FIJI, PHASE TWO ADDITION, that were previously dedicated by the Plat to the City of Dallas, and

That all interests in any such streets and alleys that may have been owned by the 49 Townhouse Lots have been conveyed by Special Warranty Deed by SDC COMPTON HOUSISNG, L.P., a Texas Limited Partnership, as Grantor, to FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Non-profit Corporation, as Grantee, said Deed dated effective as of January 2, 2016, and recorded as Document No. 201600269037 in the Official Public Records of Dallas County, Texas, which described the to be abandoned streets and alleys, which deed and description are incorporated herein by this reference and made a part hereof for all purposes; and

That upon approval by the City of Dallas, such previously dedicated Streets and Alleys that may in the future be abandoned by the City shall become "Common Area Lots" to be owned, managed and maintained by the Association; and

4. That the document which affects the use and operation of the Property of SPHINX AT FIJI, PHASE TWO consists of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIJI PROPERTY OWNERS OF SPHINX AT FIJI, PHASE TWO ADDITION, which has been recorded in the Official Public Records of Dallas County, Texas, dated effective as of January 2, 2016, bearing Clerk's Document No. 201600285390 (the "Declaration"); and

5. That the documents which affect the operations of the FIJI PROPERTY OWNERS ASSOCIATION, INC., are set out as follows:

A. Corporate Bylaws: Being those certain Bylaws of the Association previously approved and unanimously adopted by the Association's Board of Directors governing the management and affairs of the Association attached hereto as Exhibit "A"; and

B. Certificate of Formation & Its First Amendment: Being that certain CERTIFICATE OF FORMATION OF FIJI PROPERTY OWNERS ASSOCIATION, INC. filed with the Office of the Secretary of State on February 11, 2011, which has been Assigned Secretary of State File Number 801382655, and which was amended by that certain CERTIFICATE OF

AMENDMENT OF FIJI PROPERTY OWNERS ASSOCIATION, INC., both Certificates attached hereto as Exhibit "B";

That the attached documents are true and correct copies of the original documents.

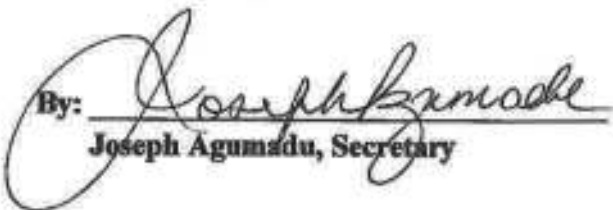
EXECUTED this 21<sup>st</sup> day of October, 2016.

**FIJI PROPERTY OWNERS ASSOCIATION, INC.**

**A Texas Non-profit Corporation:**

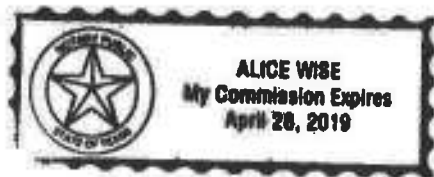
By:   
**Jay Oji, President**

**ATTESTED TO, AND CERTIFIED:**

By:   
**Joseph Agumadu, Secretary**

THE STATE OF TEXAS \*  
COUNTY OF DALLAS \*

This instrument was acknowledged before me on the 21<sup>st</sup> day of October, 2016, by JAY OJI, as President of FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Non-profit Corporation, on behalf of said Non-profit Corporation and in the capacity stated.



  
Notary Public - State of Texas

**EXHIBIT "A"**

**CORPORATE BYLAWS OF**  
**FJI PROPERTY OWNERS ASSOCIATION, INC.**

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**CORPORATE BYLAWS OF**  
**FIJI PROPERTY OWNERS ASSOCIATION, INC.**  
(A Texas Non-Profit Corporation)

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## INITIAL CORPORATE BYLAWS

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### ARTICLE I – NAME & ADDRESSES

1.01 **NAME.** The name of the non-profit corporation shall be **FIJI PROPERTY OWNERS ASSOCIATION, INC.** (the “Association”).

1.02 **REGISTERED OFFICE & REGISTERED AGENT.** The initial registered office address of the Association shall be located at 3030 LBJ Freeway, Suite 1350, Dallas, Dallas County, Texas 75234; and the initial registered agent of the Association at such registered office is Jay Oji, but may be changed as shall be permitted by law and designated by the Directors.

1.03 **PRINCIPAL OFFICE.** The principal office of the Association shall be located at 3030 LBJ Freeway, Suite 1350, Dallas, Dallas County, Texas 75234, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

### ARTICLE II – PURPOSE AND OWNER OBLIGATIONS

2.01 **PURPOSE.** The specific purpose for which this non-profit Association is formed is to manage and govern that certain townhome project called SPHINX AT FIJI, PHASE TWO ADDITION, an addition situated in the City of Dallas (the “City”), Dallas County (the “County”), Texas (hereinafter referred to as “Project”), and which Project comprises the real property described on the attached Exhibit “A,” (hereinafter referred to as the “Property”), which is incorporated herein by this reference and made a part hereof, and further, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and the efficient preservation of the amenities of the Project pursuant to that certain “DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FIJI PROPERTY OWNERS OF SPHINX AT FIJI, PHASE TWO ADDITION” (the “Declaration”) covering the Property and executed by the therein named Declarants, which Declaration was recorded in the Office of the Dallas County Clerk dated effective as of January 2, 2016, bearing Document No. 201600285390, and including therein, the delegation and assignment to the Association the power of administering and enforcing the Declaration, and the assessments, conditions, covenants, easements, reservations and restrictions, including levying, collecting and disbursing the assessments as therein declared, and which Declaration is incorporated herein by this reference and is made a part hereof for all purposes.

2.02 **NON-PROFIT PURPOSE.** This Association is not organized for profit. No Owner, Member, Board of Director member or person from whom the Association may receive any property or funds shall

receive, or be lawfully entitled to receive, any pecuniary profit from the operation thereof, In no event the Association shall not loan money to any of its Directors, and in no event shall any part of the funds or assets of the association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any member of the Board of Directors; provided, however, (a) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association, and (b) any member of the Board of Directors may, from time to time, be reimbursed for the members actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

2.03 **OWNER OBLIGATION.** All present and future owners, occupants, tenants or future tenants of any Lot (as defined hereafter) or any other person who might use any facilities of the Project in any manner, are subject to the regulations set forth in the Bylaws. The mere acquisition of any Lot or rental of any of the townhomes ("Townhomes") located within the Project or the mere act of occupancy of any of said Townhomes will signify that these Bylaws are accepted, ratified and will be strictly followed.

2.04 **ASSESSMENTS.** All Owners shall be obligated to pay the monthly assessments imposed by the Association as defined in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members within the meaning of these Bylaws, only if the Member, as Owner, is current in the assessments made or levied against such Member, unless otherwise provided by Texas law.

2.05 **GENERAL.** Each Owner shall (a) comply strictly with the provisions of the Declaration, and (b) shall always endeavor to observe and promote the cooperative purposes of the Association and for which the Project was built.

2.06 **USE OF COMMON AREAS.** Each Owner may use the Common Areas in accordance with the purposes for which they were intended.

### **ARTICLE III – DEFINITION AND TERMS**

3.01 **DEFINITIONS.** In these Bylaws, the definition and meanings of general terms are as set forth in the Texas Business Organizations Code ("TBOC"), as amended from time to time, unless superseded by the meanings as set forth in these herein Bylaws. Special or specific terms contained in these Bylaws shall have the meaning set forth herein. The terms used in these Bylaws, to the extent they are defined in said Declaration, shall have the same definition set forth in the Declaration, and the same may be amended from time to time, and recorded in the Real Property Records of Dallas County, Texas.

3.02 **MEMBERSHIP.** Any person, upon becoming an Owner of a Townhome, must and shall automatically become a Member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action upon the event that such person ceases to own a Townhome.

Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with ownership and operation of the Townhome, including assessments against such Owner, during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Owner.

3.03 **VOTING.** The Association shall have two (2) classes of voting membership.

(a) **Class "A".** The Class "A" Members shall be all Owners of Townhomes, except Declarant SDC COMPTON HOUSING, L.P., a Texas Limited Partnership (herein "Declarant Compton Housing"), so long as Declarant Compton Housing is a Class "B" Member pursuant to Section 3.03(b) below. The Class "A" Members shall be entitled to one (1) vote for each lot (each a "Lot") upon which a Townhome is constructed. When more than one person holds an interest in any Lot, only one (1) such person shall be Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class "B".** The Class "B" Member shall be Declarant Compton Housing which shall be entitled to ten (10) votes for each Lot owned; provided however that Declarant Compton Housing shall cease to be a Class "B" Member and shall become a Class "A" Member entitled to votes as provided above on the happening of the earlier of the following events:

- (i) when the total votes entitled to be cast by the Class "A" Members equals or exceeds the total votes entitled to be cast by the Class "B" Members, or
- (ii) the expiration of three (3) years from the recording date of the Declaration in the Real Property Records of the County, or
- (iii) when the Declarant Compton Housing, in its sole discretion, so determines.

Notwithstanding the foregoing, Class "B" membership shall be reinstated at any time before the expiration of twenty (20) years from the recording date of this instrument in the Real Property Records of the County if additional Lots owned by Declarant Compton Housing, or its related or affiliated entities, are added or annexed to the scheme of this Declaration in sufficient numbers to restore the ratio of Lots owned by Declarant to the number required for Class "B" membership pursuant to this Section 3.03.

3.04 **NO CUMULATIVE VOTING; ELIGIBILITY TO VOTE.** At all meetings of the Association, there shall be no cumulative voting. Prior to all meetings, the Board of Directors of the Association (the "Board of Directors," or the "Board") shall determine the total number of votes outstanding and entitled to vote by the Members. Eligibility to vote or serve as a representative, director or officer of the Association shall be predicated upon being a Member who must be in good standing with the Association. Unless

otherwise provided by Texas law, to be in good standing, the Member must have all assessments of every type and category paid up to date and have no outstanding financial obligations to the Association that are delinquent. Additionally, unless otherwise provided by Texas law, no Member shall be allowed to vote or hold office if that Member is noted within the records of the Association to have a current violation of this Declaration on one or more Lots in the Development.

3.05 **MAJORITY OF OWNERS.** As used in these Bylaws, the term "Majority of Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.06 **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER THIS DECLARATION.** Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members or of written proxies entitled to cast twenty-five percent (25%) of all the votes entitled to be cast by Members of the Association entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Meetings provided for in these Bylaws shall not be invalid for lack of notice if all persons entitled to notice either waive notice or consent to the meeting, in writing, or are present and do not object to the notice given. Waiver or consent may be given either before or after the meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting, unless a person participates in or attends a meeting solely to object to the transaction of business at the meeting on the grounds that the meeting was not lawfully called or convened. If it is determined that a meeting was not lawfully called or convened, the meeting shall be adjourned, then rescheduled with proper notice.

3.07 **PROXIES.** Votes may be cast in person or by Proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

#### **ARTICLE IV – ADMINISTRATION**

4.01 **DECLARANT CONTROL.** Notwithstanding any provision herein to the contrary, and in accordance with the Declaration, the Declarant Compton Housing, shall retain control over management of the affairs of the Association until the earlier to occur of (i) 120 days after the sale of seventy-five percent (75%) of the Townhomes; or (ii) three (3) years from the date of the sale of the first Townhome ("Sale Period"). Prior to the end of the Sale Period, the Association shall be governed by the initial members of the Board of Directors and as the Declarant Compton Housing, through its authority, may designate such members of the Board of Directors; and prior to the end of the Sale Period, the Declarant Compton Housing call the Association's Incorporator's meeting, the Association's first Organizational Meeting of the Board of Directors, and such other Annual and Special meetings of the Board of Directors as it deems necessary; and at the end of the Sale Period, the Declarant Compton Housing, through its authority, shall call the first Annual meeting of the Members of the Association.

4.02 **ASSOCIATION RESPONSIBILITIES.** The Owners will constitute the Association of Owners, herein referred to as "Association," who will have the responsibility of administering the Project through a Board of Directors.

4.03 **PLACE OF MEETINGS.** All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.04 **ANNUAL MEETINGS.** Annual meetings shall be held during the month of February, on or before the 28<sup>th</sup> of February of each calendar year, or at such other time as the Association may designate.

4.05 **SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors, or upon a petition signed by at least thirty percent (30%) of the Owners and presented to the Secretary. The notices of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of eighty percent (80%) of the Owners present, either in person or by proxy.

4.06 **NOTICE OF MEETINGS.** The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address as shown on the records of the Association, by U.S. First Class Mail, postage prepaid. Such notice shall be mailed not less than seven (7) days, nor more than thirty (30) days, before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by email, or by hand, or left at the Member's residence in his absence. If requested in writing, any mortgagee of record or its designee may be entitled to receive similar notice.

4.07 **ADJOURNED MEETING.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.08 **ORDER OF BUSINESS.** The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.

## ARTICLE V – BOARD OF DIRECTORS

5.01 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors comprised of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

- (a) Jay Oji
- (b) Joseph Agumadu
- (c) Adolphus Oji

5.02 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Project. The Board of Directors may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Owners.

5.03 **OTHER POWERS AND DUTIES.** The Board of Directors shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Project.

(c) To keep in good order, condition and repair all of the general and limited Common Areas and all items of personal property used in the enjoyment of the entire Townhome Project.

(d) To insure and keep insured all of the insurable Common Areas of the Project in an amount equal to their maximum replacement value, as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance covering all Common Areas of the Project in an amount not less than Two Million Dollars (\$2,000,000.00) covering all claims for personal injury and/or property damage arises out of a single occurrence. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners and their first mortgagees.

(e) To fix, determine, levy and collect the monthly Regular Assessments (as defined in the Declaration) to be paid by the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly Regular Assessments subject to provisions of the Declaration and Texas law; to levy and collect Special Assessments (as defined in the Declaration) in order to meet increased operating or maintenance expenses or costs, and additional capital expense. All Regular Assessments or other Assessments

shall be in itemized statement form and shall set forth in detail the various expenses for which such Assessments are being made.

(f) To collect delinquent Regular Assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these Bylaws.

(g) To protect and defend the Project from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Areas.

(i) To enter into contracts within the scope of their duties and power.

(j) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any first mortgagee of a Townhome, the Veterans Administration or Federal Housing Administration, and to cause to be prepared financial statements once each year. The Association shall prepare and send unaudited financial statements to any first mortgagee of a Townhome, on request, within thirty (30) days following the fiscal year end of the Project.

(l) To designate the personnel necessary for the maintenance and operation of the Common Areas.

(m) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the purpose of the Association.

5.04 **ELECTION AND TERM OF OFFICE.** The Association shall elect Directors at the Annual Meeting of the Owners. Each Director shall serve a term of one (1) year. The persons initially acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.05 **VACANCIES.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.06 **REMOVAL OF DIRECTORS.** At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Members, and a successor may then and there be elected to fill the vacancy thus created.

5.07 **ORGANIZATIONAL MEETING.** The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. Such first meeting may be held immediately following the election if the Board of Directors agree.

5.08 **REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least seven (7) days prior to the date of such meeting.

5.09 **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least one (1) Director. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 **WAIVER OF NOTICE.** Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time and place hereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 **BOARD OF DIRECTORS QUORUM.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 **FIDELITY BONDS.** After relinquishment of control of the Association by Declarant Compton Housing, the Board of Directors shall require that all Directors, officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association. Such policies shall protect against dishonest acts on the part of officers, directors, trustees and employees of the Association who handle or are responsible for handling funds of the Association. The requirement for fidelity bonding shall not apply to the Board of Directors of the



Association nor its officers, employees and agents while the Declarant Compton Housing retains control over the management of the affairs of the Association.

#### **ARTICLE VI - OFFICERS**

6.01 **DESIGNATION.** The officers of the Association shall be a President, Vice President and Secretary/Treasurer, all of whom shall be elected by the Board of Directors.

6.02 **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

6.03 **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.04 **PRESIDENT.** The President shall be the chief executive officer of the Association and act as Chairman of the Board of Directors of the Association. The President shall preside at all meetings of both the Members of the Association and the Board of Directors of the Association. The President shall have all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association, and as prescribed by Texas law. The President, or his designated alternate, shall represent the Association at all meetings. A person appointed as President of the Association shall not serve concurrently as Secretary of the Association, which shall be a different appointed person.

6.05 **VICE PRESIDENT.** The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.06 **SECRETARY.** The Secretary of the Association shall have the following duties:

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all the duties incident to the office of the Secretary.

(b) The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name and the number of Members living in the Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times

during regular business hours. A person appointed as Secretary of the Association may also serve concurrently as Treasurer of the Association.

6.07 **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Members at the Association's regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

#### **ARTICLE VII – MANAGEMENT CONTRACT**

7.01 **MANAGEMENT COMPANY.** The Board of Directors may enter into a Management Agreement with a Management Company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these Bylaws, the Management Company may have, but shall not be limited to, the following functions, duties and responsibilities:

(a) **Fiscal Management.**

- (1) Prepare an annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.
- (2) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and reserve accounts, as directed by the Board.
- (3) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.
- (4) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.
- (5) Prepare year-end statement of operations for Owners.

(b) **Physical Management.**

- (1) Assume full responsibility Common Area improvements and equipment.
- (2) Maintain the Project in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.
- (3) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.
- (4) Select, train and supervise competent personnel, as directed by for maintenance and control of the Board.
- (5) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.
- (6) Perform any other projects with diligence and economy in the Board's best interests.

(c) Administrative Management.

- (1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to vendors.
- (2) Obtain and analyze bids for insurance coverage specified in Bylaws, recommend modifications or additional coverage. Prepare claims when required and follow up on payment; act as Board's representative in negotiating settlement.
- (3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good relationships between Owners and the management company.
- (4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.
- (5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour Workman's Compensation Laws.
- (6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Areas and governing rules and regulations.
- (7) Represent an absentee Owner when requested.

(8) Administer the Project in such a way as to promote a pleasant and harmonious relationship.

### **ARTICLE VIII – ENFORCEMENT**

8.01 **REMEDIES.** The violation of any provision of the Declaration or these Bylaws gives the Board of Directors the following rights, in addition to any other rights set forth in the Declaration:

(a) **Fines.** To impose reasonable fines, if notice and an opportunity to be heard are given as provided in the Declaration or by Texas law.

(b) **Self-Help.** To enter the Townhome or Common Area in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature) that is contrary to the intent and meaning of the provisions of the Declaration or these Bylaws. The Board of Directors is not be deemed liable for any manner of trespass by this action.

(c) **Courts.** To enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of such breach.

8.02 **REIMBURSEMENT OF EXPENSES AND LEGAL FEES.** In addition to any other rights set forth in the Declaration or these Bylaws for violation of a provision of the Declaration or these Bylaws, the Board of Directors may levy and collect individual assessments for reimbursement of reasonable fees and expenses, including without limitation reasonable attorneys' fees, incurred by the Association to enforce the Declaration or these Bylaws, including the collection of delinquent assessments, provided:

(a) **Notice.** The Association must give the Owner written notice that the Owner will be liable for reimbursement of any such fees and expenses incurred by the Association if the delinquency or violation continues after a certain date that is stated in the notice. This notice requirement does not apply to legal fees incurred by the Association in connection with the Association's counterclaim in a lawsuit to which an Owner is a plaintiff.

(b) **Hearing.** If legal fees are incurred by the Association for an action requiring notice and hearing, the Owner is not liable for reimbursement of legal fees incurred (1) before the date by which the Owner must request a hearing, if the Owner does not request a hearing, or (2) before conclusion of the hearing, if the Owner does request a hearing.

(c) **Records.** By written request, an Owner may obtain from the Association copies of any invoices for charges, including legal fees, for which the Association seeks reimbursement.

(d) **Foreclosure.** In connection with a nonjudicial foreclosure of the Association's assessment lien, applicable law, such as Chapter 209 of the Texas Property Code, may establish a limit for the amount of attorneys fees that the Association may include in its lien.

8.03 **ACTIONS REQUIRING NOTICE AND HEARING.** Before taking any of the hereafter described actions, the Association must give written notice and an opportunity for a hearing according to the requirements of this Article and the notice and hearing requirements of applicable law, such as Chapter 209 Texas Property Code. The following actions by or with the approval of the Board of Directors or the Association, require notice and hearing as provided by this Article:

(a) Suspension of use of a common area.

(b) Imposition of a fine for violation of any provision of the Declaration or these Bylaws, other than fines, interest, or collection fees charged for delinquent accounts.

(c) Charging an Owner for property damage.

(d) Filing suit against an Owner other than a suit related to the collection of assessments or foreclosure of the Association's assessment lien.

8.04 **NOTICE.** The required written notice must contain (1) the date the violation notice is prepared or mailed; (2) a statement that not later than the 30th day after the date the Owner receives the notice, the Owner may request a hearing to discuss and verify facts and resolve the matter in issue, pursuant to this Article and applicable law, such as Section 209.007 Texas Property Code; (3) a statement of how or where the request for hearing should be made or delivered; (4) a statement that if the hearing is before a committee or anybody other than the Board of Directors, the Owner has the right to appeal the decision to the Board of Directors by written notice to the Board of Directors; (5) a statement that the Owner may be liable for reimbursement of reasonable attorneys' fees and costs if the violation continues or the damage is not paid by a stated date; and (6) the following contents applicable to violations or damage claims, as the case may be:

(a) **Notice of Violation.** In the case of a violation of a provision of the Declaration or these Bylaws, the written notice must also contain the following: (1) a description of the violation; (2) a reference to the rule or provision of the Declaration or these Bylaws that is being violated, if applicable; (3) a description of the action required to cure the violation; (4) the amount of the fine or charge to be levied, the nature of the common area suspension, and/or the abatement action to be taken; (5) unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months, a statement that the Owner may avoid the fine or suspension by curing the violation in a reasonable period of time, which may be specified in the notice.

(b) **Notice of Damage.** In the case of property damage for which the Association seeks reimbursement or imposition of a charge on the Owner, the written notice must also contain (1) a description of the property damage and (2) the amount of the Association's claim against the Owner.

(c) **Notice to Resident.** In addition to giving the written violation notice to the Owner, the Board of Directors may also give a copy of any notice to the non-owner resident, if the Board of Directors deems it appropriate.

(d) **Receipt of Notice.** Unless Texas law provides otherwise, any notice given to an Owner pursuant to this Article will be deemed received by the Owner (1) on personal delivery to the Owner or to a person at the Owner's address, or (2) on the third business day after the notice is deposited with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, whether or not the Owner actually receives the notice. If the Association's records show that a lot is owned by 2 or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents.

#### 8.05 **HEARING.**

(a) **Request for Hearing.** To request a hearing, an Owner must submit a written request within 30 days after receiving the Association's written notice. Within 10 days after receiving the Owner's request for a hearing, and at least 10 days before the hearing date, the Association will give the Owner notice of the date, time, and place of the hearing. If the Association or the Owner requests a postponement of the hearing, the hearing will be postponed for up to 10 days. Additional postponements may be granted by agreement of the parties.

(b) **Pending Hearing.** Pending the hearing, the Board of Directors may continue to exercise the Association's other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the action described in the Association's written notice.

(c) **Attendance.** The hearing may be held with or without the presence of the Owner or the Owner's representative.

(d) **Hearing.** The hearing may be held in a closed or executive session of the Board of Directors. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

(e) **Minutes of Hearing.** The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or charge, if any, imposed, or abatement or suspension action, if any, authorized. A copy of the written notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.

8.06 **ACTIONS EXEMPT FROM NOTICE AND HEARING REQUIREMENTS.** As a general rule, every action other than the above-described actions requiring notice and hearing are impliedly exempt from the requirements of this Article. As permitted by applicable law, such as Section 209.007 of Texas Property Code, the following actions are expressly exempt:

(a) A temporary suspension of a person's right to use Common Areas if the temporary suspension is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the Project. The temporary suspension is effective until the Board of Directors makes a final determination on the suspension action after following the notice and hearing procedures prescribed by this Article.

(b) A lawsuit in which the Association seeks a temporary restraining order or temporary injunctive relief.

(c) A lawsuit filed by the Association that includes foreclosure as a cause of action.

(d) The collection of delinquent assessments.

8.07 **IMPOSITION OF FINE.** Within 30 days after levying the fine or authorizing the abatement, the Board of Directors must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

(a) **Amount.** The Board of Directors may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board of Directors may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board of Directors allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

(b) **Type of Fine.** If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

(c) **Other Fine-Related.** The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not charge interest on unpaid fines. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Board of Directors may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of Assessments.

8.08 **ADDITIONAL ENFORCEMENT RIGHTS.** Notwithstanding the notice and hearing

requirement, the Board of Directors may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Declaration or these Bylaws which, in the Board of Director's opinion, are (1) self-evident, such as vehicles parked illegally or in violation of posted signs; (2) threatening to life or property; or (3) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Declaration or these Bylaws for certain violations, such as nonpayment of Assessments.

#### **ARTICLE IX – INDEMNIFICATION OF OFFICERS & DIRECTORS**

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

#### **ARTICLE X – AMENDMENTS TO PLAN OF OWNERSHIP**

##### **10.01 BYLAWS.**

(a) After relinquishment of Declarant Compton Housing's control of the Association, as set forth in Article IV, these Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Members representing at least 75% of the Owners; provided, however that Material Amendments (as defined below) must be agreed to by those holders of a first lien mortgage on a Townhome who have submitted a written request that the Association notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders (the "Eligible Mortgage Holders") who represent at least 51% of the votes of the Townhomes are subject to mortgages held by Eligible Mortgage Holders. A change to any of the provisions governing the following would be considered as Material Amendments:



- (i) Voting rights;
  - (ii) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), special assessments, assessment liens, or the priority of assessment liens;
  - (iii) Reductions in reserves for maintenance, repair, and replacement of common elements;
  - (iv) Responsibility for maintenance and repairs;
  - (v) Reallocation of interests in the general or limited Common Areas, or rights to their use;
    - (1) Redefinition of any Lot boundaries of the Project;
    - (2) Convertibility of Lots into Common Areas or vice versa;
  - (vi) Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
  - (vii) Hazard or fidelity insurance requirements;
  - (viii) Imposition of any restrictions on the leasing of Lots;
  - (ix) Imposition of any restrictions on an Owner's right to sell or transfer his or her Lot;
  - (x) Restoration or repair of the project, after damage or partial condemnation, in a manner other than as specified in this Declaration;
  - (xi) Any provisions that expressly benefit mortgage holders, insurers or guarantors; or
  - (xii) The termination of the Association following substantial destruction or condemnation of the Project.
- (b) In no event shall the Bylaws be amended to conflict with the Declaration, including, but not limited to, those requiring approval of the applicable percentage of first lien mortgage holders. In the event of a conflict between the two (2) documents, the Declaration shall control. Until relinquishment of Declarant Compton Housing's control of the Association, these Bylaws may be unilaterally amended by the Declarant Compton Housing to correct any clerical or typographical error or omission, or to change any provision to

meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

#### **ARTICLE XI – MORTGAGES**

11.01 **NOTICE TO ASSOCIATION.** An Owner who mortgages such Owner's Townhome shall notify the Association through the President of the Association giving the name and address of his mortgagee.

11.02 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a mortgagee of a Townhome or Other Property, report any unpaid assessments due from the Owner of such Townhome or Other Property.

#### **ARTICLE XII – GENERAL PROVISIONS**

12.01 **COMPLIANCE & LEGAL REQUIREMENTS.** These Bylaws are intended to comply with the requirements of all applicable Texas law related to homeowner associations. If any of these Bylaws conflict with any mandatory provisions of such statutes, it is hereby agreed and accepted that the mandatory provisions of such statutes will apply.

12.02 **ATHORIZATION.** These Bylaws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided by these Bylaws, may additionally authorize any officer(s) or agent(s), to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent, or employee of the Association shall have any power or authority to bind the Association by any contract or engagement, nor to pledge credit, nor to render the Association liable pecuniarily for any purpose in any amount.

12.03 **EXECUTION OF INSTRUMENTS.** Formal contracts, promissory notes, deeds, deeds of trusts, mortgages, pledges and other evidences of indebtedness of the Association, other corporate documents, and certificates of ownership of liquid assets held by the Association shall be signed or endorsed by the President or any Vice-President AND by the Secretary or the Treasurer of the Association, and with or without attestation and with or without corporate seal of the Association, unless the attestation and/or affixing the Association's corporate seal, or any other matter, shall otherwise be specifically determined and directed by the Board of Directors or otherwise required by law.

12.04 **CORPORATE SEAL.** The Board of Directors shall provide a corporate seal for the Association which shall be circular in form and shall have inscribed thereon the name of the Association. Generally the affixing of the corporate seal shall not be required to be used in conjunction with authenticating the execution

of instruments, unless so directed by the Board of Directors or otherwise required by law, or otherwise at the discretion of the President.

**ARTICLE XIII – ADOPTION OF INITIAL BYLAWS**

13.01 **ADOPTION OF INITIAL BYLAWS.** the foregoing Corporate Bylaws of FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Nonprofit Corporation, were duly adopted by the unanimous approval and consent of the Board of Directors of the Association, and made expressly effective as of January 2, 2016, without the necessity of the Association's corporate seal, but hereby attested to and certified by the Association's Secretary.

*[SIGNATURE PAGE TO FOLLOW]*

The foregoing Corporate Bylaws are the duly approved and adopted Initial Corporate Bylaws for FIJI PROPERTY OWNERS ASSOCIATION, INC., adopted by the Association's Board of Directors.

**ACCEPTED, APPROVED, CONSENTED & ADOPTED BY ALL THE ASSOCIATION DIRECTORS:**



**Jay Oji, Director**



**Adolphus Oji, Director**



**Joseph Agumadu, Director**

**ATTESTED TO, AND CERTIFIED:**

By:   
**Joseph Agumadu, Secretary**

**EXHIBIT "B"**

**CERTIFICATE OF FORMATION OF**  
**FJI PROPERTY OWNERS ASSOCIATION, INC.**

**And**

**CERTIFICATE OF AMENDMENT OF**  
**FJI PROPERTY OWNERS ASSOCIATION, INC.**

**FILED**  
In the Office of the  
Secretary of State of Texas

FEB 11 2011

**CERTIFICATE OF FORMATION  
OF  
FIJI PROPERTY OWNERS ASSOCIATION, INC.**

**Corporations Section**

**ARTICLE I.  
NAME**

The filing entity being formed is a non-profit corporation. The name of the non-profit corporation being formed is FIJI PROPERTY OWNERS ASSOCIATION, INC. ("Corporation").

**ARTICLE II.  
REGISTERED OFFICE AND AGENT**

The initial registered agent is an individual resident of the State of Texas by the name of Jay Oji. The registered office address of the Corporation is 3030 LBJ Freeway, Suite 880, Dallas, Texas 75234.

**ARTICLE III.  
MANAGEMENT/DIRECTORS**

The management and affairs of the Corporation is vested in the Board of Directors. The number of director(s) constituting the initial Board of Directors is three (3), and the name and address of each member to serve as director until the first meeting of the Members, or until a successor is elected and qualified, is:

Jay Oji, Joseph Agumadu and Adolphus Oji  
3030 LBJ Freeway, Suite 880  
Dallas, Texas 75234

**ARTICLE IV.  
MEMBERS**

This non-profit Corporation shall have members (the "Members"). The authorized number and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Owners in the Project shall be those set out in the Declaration for Covenants, Conditions and Restrictions for Fiji Property Owners (the "Declaration") which will be filed in the Real Property Records of Dallas County, Texas. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, must be a Member of the Corporation, provided that the owners, if more than one, of each Lot shall be entitled to have only one Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Corporation.

**ARTICLE V.**  
**DURATION**

The period of duration of this Corporation is perpetual unless terminated pursuant to the terms and provisions of the Declaration.

**ARTICLE VI.**  
**PURPOSES AND POWERS**

A. The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation and maintenance of the Project, as provided in the Declaration.

B. The general purposes and powers are:

1. To promote the common good, health, safety and general welfare of the residents within the Project;

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Project, as amended from time to time, and recorded or to be recorded in the Real Property Records of Dallas County, Texas, the Declaration being incorporated herein by reference for all purposes;

3. To enforce applicable provisions of the Declaration, the By-Laws of the Corporation, any rules and regulations of the Corporation and any other instrument for the management and control of the Project;

4. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services in relation to the Common Areas (as defined in the Declaration) and facilities; to employ personnel reasonably necessary for administration and control of the Common Areas, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business for the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

5. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

6. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

7. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

8. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or interference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation.

#### **ARTICLE VII.** **DECLARANT CONTROL PERIOD**

The Declaration provides for a Declarant Control Period during which the number, qualification, appointment, removal, and replacement of directors, as well as the number of votes allocated to lots owned by Declarant, are governed by the Declarant's reservations in the Declaration.

#### **ARTICLE VIII.** **LIMITATION OF DIRECTOR'S LIABILITY**

No director of Corporation shall be liable to Corporation or its Members for monetary damages for any act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director for:

- A. a breach of the director's duty of loyalty to Corporation or its Members;
- B. an act or omission not in good faith that constitutes a breach of duty of the director to Corporation or involves intentional misconduct or a knowing violation of the law;
- C. a transaction from which the director received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the director's duties; or
- D. an act or omission for which the liability of the director is expressly provided by an applicable statute.

Subject to the limitations and requirements of applicable law, such as Art. 1396-2.22A of the Act, the Association will indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was an officer, director, committee chair, or committee member of the Association. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association,



against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

**ARTICLE IX.**  
**ACTION WITHOUT MEETING**

Any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the Members entitled to vote on the action were present and voted, sign a written consent or consents stating the actions taken.

**ARTICLE X.**  
**AMENDMENT OF ARTICLES**

These Articles may be amended in accordance with the Act, subject to the following: (1) an amendment may not conflict with the Declaration or State law; (2) an amendment may not impair or dilute a right granted to a person by the Declaration, without that person's written consent; and (3) without member approval, the Board of Directors may adopt amendments permitted by applicable law, such as Art. 1396-4.02.A(4) of the Act.

**ARTICLE XI.**  
**ORGANIZER**

The name and address of the Organizer is:

Jay O. Oji  
3030 LBJ Freeway, Suite 880  
Dallas, Texas 75234

**ARTICLE XII.**  
**EFFECTIVENESS OF FILING**

This Certificate of Formation becomes effective when it is filed by the Secretary of State of Texas.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.



Date: February 4, 2011

\_\_\_\_\_  
Jay O. Oji, Organizer

**FILED**  
In the Office of the  
Secretary of State of Texas

**OCT 04 2016**

**Corporations Section**

**CERTIFICATE OF AMENDMENT  
OF  
FIJI PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with and pursuant to Sections 3.051 through 3.056 of the Texas Business Organizations Code ("TBOC"), FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas Nonprofit Corporation, hereby approves and adopts, by the unanimous approval and consent of its incumbent Members as well as its incumbent Board of Directors, the Amendments to its Certificate of Formation as follows:

**I. ENTITY INFORMATION**

The name of the filing entity is FIJI PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the "Corporation") formed on February 11, 2011, and which bears the Texas Secretary of State's filing number of: 08013822665.

**II. AMENDMENTS**

**1. Amended Registered Office**

This amendment changes the Certificate of Formation to change Article II stating the name of the registered agent and the registered office address of the filing entity. The Article II is amended in its entirety to read as follows:

**"ARTICLE II  
REGISTERED OFFICE AND AGENT**

The registered agent is an individual resident of the State of Texas by the name of Jay Oji. The registered office address of the Corporation is 3030 LBJ Freeway, Suite 1350, Dallas, Dallas County, Texas 75234."

**2. Amended Management/Directors Offices**

This amendment changes the Certificate of Formation to change Article III stating the name of the Corporation's Board of Directors and their addresses. The Article III is amended in its entirety to read as follows:

**"ARTICLE III  
MANAGEMENT/DIRECTORS**

The management and affairs of the Corporation is vested in the Board of Directors. The number of directors(s) constituting the Board of Directors of the Corporation is three (3), and the name and office address of each member to serve as a director until a successor is elected and qualified, is:



Filed and Recorded  
Official Public Record  
John F. Warren, County Clerk  
Dallas County, TEXAS  
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*JFW*

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