

**BYLAWS OF  
NORTHFIELD SOUTHWEST HOMEOWNERS ASSOCIATION, INC.**

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**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is **NORTHFIELD SOUTHWEST HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, hereinafter referred to as the “**Association**”. The principal office of the Association shall be located in Houston, Texas, but meetings of the Members and Directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 2.1 Definitions. In addition to the terms defined elsewhere in these Bylaws, the following terms shall have the meanings assigned to the below:

“**Association**” shall mean and refer to **NORTHFIELD SOUTHWEST HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation incorporated under the laws of the State of Texas and its successors and assigns.

“**Board of Directors**” or “**Board**” shall mean and refer to the duly elected Board of Directors of the Association.

“**Common Open Areas**” shall mean all real property owned by the Association for exclusive common use and enjoyment of the Members and their families and guests. Members may delegate, in accordance with these Bylaws, their right to or enjoyment of the Common Open Areas to tenants or contract purchasers who reside in Member’s dwelling.

“**Declarant**” shall mean and refer to NorthfieldDH, LLC, a Texas limited liability company, and its successors and assigns.

“**Director**” shall mean a member of the Board of Directors.

“**Property**” shall mean and refer collectively to (a) Fondren Southwest Northfield, Section Seven, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 303, Page 83 of the Map Records of Harris County, Texas (“**Section Seven**”); (b) Fondren Southwest Northfield, Section Eight, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 327, Page 108 of the Map Records of Harris County, Texas (“**Section Eight**”); and (c) any additions to Section Seven and/or Section Eight as may hereafter be brought within the jurisdiction of the Association.

“**Restrictions**” shall mean and refer collectively to the following documents, as the same may be amended or modified from time to time: (a) the Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Seven, dated February 16, 1983, filed for record on February 28, 1983, under Clerk’s File Number H-833184 of the Public Records of Harris County, Texas and recorded under Film Code No. 039-83-1697, as amended by that First Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Seven, dated August 1, 1984, filed for record on

October 31, 1984, under Harris County Clerk's File Number J-759791 and recorded under Film Code No. 098-88-2126; that Second Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Seven, dated January 22, 2016, and filed for record on January 25, 2016, under Harris County Clerk's File Number RP-2016-30801; that Third Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Seven, dated June 20, 2016, and filed for record on July 1, 2016, under Harris County Clerk's File Number RP-2016-286260; (b) that certain Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated February 16, 1983, filed for record on February 28, 1983, under Harris County Clerk's File Number H-833185 of the Public Records of Harris County, Texas and recorded under Film Code No. 039-83-1721, as amended by that First Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated August 1, 1984, filed for record on October 31, 1984, under Harris County Clerk's File Number J-759792 and recorded under Film Code No. 098-88-2130; that Second Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated November 30, 1989, filed for record on December 1, 1989, under Harris County Clerk's File Number M-421770 and recorded under Film Code No. 163-67-0675; that Third Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated January 22, 2016, filed for record on January 25, 2016, under Harris County Clerk's File Number RP-2016-30808; that Fourth Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated June 30, 2016, filed for record on July 1, 2016, under Harris County Clerk's File Number RP-2016-286280; and that Fifth Amendment of Declaration of Covenants and Restrictions, Fondren Southwest Northfield, Section Eight, dated February 22, 2018, filed for record on February 27, 2018, under Harris County Clerk's File Number RP-2018-81093; and (c) Special Warranty Deed, dated May 4, 2015, and filed for record on May 7, 2015, under Harris County Clerk's File Number 20150193042 (the "**Special Warranty Deed**").

"**Member**" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to the surface estate in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Upon virtue of becoming an owner of a Lot, each such owner shall automatically become a Member of the Association.

"**Lot**" shall mean and refer to each part or parcel of the Property intended as and constituting the building site for (1) single-family residential dwelling for individual use and ownership and shall include both the land and the residential dwelling constructed thereon.

### ARTICLE III MEETINGS OF MEMBERS

Section 3.1 **Annual Meetings.** Regular meetings of the Members shall be held annually, on a day and at an hour to be determined by the Board of Directors.

Section 3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members representing one-fourth (1/4) of all the votes of all Members.

Section 3.3 **Notice of Meetings.** Written notice of each meeting of the Members specifying the date, hour, place, and general subject of a regular or special meeting, shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting. The notice shall be: (a) mailed to each Member not later than the (tenth) 10th day or earlier than the sixtieth (60<sup>th</sup>) 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 in a place located in the Common Open Areas or on any Internet website

maintained by the Association or other Internet media; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association.

Section 3.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of all Members shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Restrictions, or these Bylaws. If the required quorum is not presented or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the previous meeting. This procedure may be repeated until a quorum is present at a meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of such Member's Lot.

#### ARTICLE IV DIRECTORS

Section 4.1 Composition of Board of Directors. The affairs of the Association shall be managed by a Board consisting of three (3) Directors, who need not be Members of the Association; provided, that until May 7, 2025, at least one (1) position on the Board of Directors must be (a) a representative of Northfield Investors, LP, a Texas limited partnership ("**Northfield Investors**"), or (b) if Northfield Investors shall no longer be in existence, then a then-current member of the Committee, as defined in the Special Warranty Deed (the "**Northfield Investors Board Representative**").

Section 4.2 Term of Office. Upon election, each Director shall serve a term of two (2) years.

Section 4.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term. Notwithstanding anything herein to the contrary, the Northfield Investors Board Representative (as hereafter defined) may only be replaced by another individual meeting the same criteria as such Northfield Investors Board Representative.

Section 4.4 Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties as a Director.

Section 4.5 Action Taken Without a Meeting. The Directors shall have the right to take action in the absence of a meeting which they could take at a meeting by obtaining at least majority approval of all of the Directors by telephone or in writing. Any action so approved shall have the same effect as though taken at a meeting of the Board. A record of any action taken without a meeting will be kept by the Secretary.

Section 4.6 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members or Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting and shall serve from this annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The

Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members. Notwithstanding anything herein to the contrary, until May 7, 2025, the nominee for at least one (1) position on the Board of Directors must be (a) a representative of Northfield Investors, or (b) if Northfield Investors shall no longer be in existence, then a Northfield Investors Board Representative.

Section 4.7 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Certificate of Formation and the Restrictions. The persons receiving the largest number of votes shall be elected.

## ARTICLE V MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time and place on the next day which is not a legal holiday. The Board of Directors may, by majority vote, conduct a regular monthly meeting at such place and hour as may be fixed from time to time by resolution of the Board. Should said monthly meeting fall upon a legal holiday, then the meeting shall be held at the same time and place on the next day which is not a legal holiday.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two (2) Directors.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Informal Meetings. Informal meetings of the Board are defined as a meeting wherein there is a quorum of members of the Board and no binding action shall be taken. The Board may hold informal meetings to receive reports and testimony and to discuss Association-related business.

Section 5.5 Notices. Notices of regular and special meetings of the Board shall be: (a) mailed to each Member not later than the (tenth) 10th day or earlier than the sixtieth (60<sup>th</sup>) 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 in a place located in the Common Open Areas or on any Internet website maintained by the Association or other Internet media; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. No notice of a Board meeting must be given to the Members if (A) the Board uses an alternative method of communication, i.e. electronic or telephonic methods; or (B) action is taken by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergent matter that requires immediate Board action. Any action taken without notice to the Members must be summarized orally, including an explanation of any expenditures approved and documented in the minutes of the next Board meeting. The failure of the Association to disseminate and the failure of a Member to receive timely or accurate information about the date, time, place and general subject of the Board meeting does not invalidate the meeting.

ARTICLE VI  
POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1     Powers. The Board of Directors shall have power to:

- (a)     adopt and publish rules and regulations governing the use of the Common Open Areas;
- (b)     exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Certificate of Formation, or the Restrictions;
- (c)     declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d)     employ a manager, management company, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 6.2     Duties. It shall be the duty of the Board of Directors to:

- (a)     cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b)     supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c)     as more fully provided in the Restrictions, to:
  - (i)     fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (ii)    send written notice of each assessment to every Member subject thereto in advance of each annual assessment period; and
  - (iii)   enforce collection of assessment or other charges by appropriate legal means;
- (d)     issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (a reasonable charge may be made by the Board for the issuance of these certificates, and if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);
- (e)     procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f)     procure and maintain adequate liability insurance for Directors and officers of the Association;
- (g)     cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h)     operate, maintain and otherwise manage the Common Open Areas and any improvements

and landscaping thereon; and

- (i) cause Lots to be maintained as called for by the Restrictions, subject to any enforcement duties delegated to the Committee as set forth in the Special Warranty Deed.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Offices. The officers of this Association shall be a President and Vice President (who shall at all times be members of the Board of Directors), a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the President's inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE VIII COMMITTEES

Section 8.1 Committees. In addition to the Committee described in the Special Warranty Deed, the Board, by resolution adopted by a majority of the Directors in office, may designate one (1) or more committees. Except as otherwise provided in the resolution or in the Special Warranty Deed, the President of the Association shall appoint the members thereof.

Section 8.2 Term of Office. Each member of a committee shall serve until the next annual meeting of the Members or until his or her successor is appointed, unless the committee is terminated sooner, the member is removed from the committee, or the member shall cease to qualify as a member thereof.

Section 8.3 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 8.4 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 8.5 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with the rules and regulations adopted by the Board.

## ARTICLE IX BOOK AND RECORDS

The books, records and papers of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member pursuant to such rules as the Board may from time to time adopt. The Restrictions, the Certificate of Formation and the Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X ASSESSMENTS

As more fully provided in the Restrictions, each Member is obligated to pay to the Association annual and special assessments which are secured by a vendor's lien and a continuing and contractual lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment or fee is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Open Areas or by abandonment.

ARTICLE XI  
APPEALS

Section 11.1 Right of Appeal. Except as otherwise set forth in the Restrictions, a Member may appeal any decision of any other committee appointed pursuant to Article VIII hereof to the Board provided that all subordinate avenues of resolution have been pursued and provided further that all parties involved comply with the decision of such committee until such time, if any, as the Board amends or reverses the committee's decision.

Section 11.2 Appeals Petitions. Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the Board.

Section 11.3 Hearing. Any Member filing an appeal as hereinabove set forth shall be entitled to a hearing before the Board at the next scheduled regular meeting of the Board upon at least seven (7) days prior written notice to all interested parties.

Section 11.4 Decision. Following the hearing, the Board may, by majority vote of a quorum as herein provided, uphold the decision of the committee in its entirety, may amend such decision, or may overturn such decision.

Section 11.5 Further Action. A Member shall exhaust all available remedies as herein provided before such Member may resort to a court of law for relief with respect to any committee decision, provided that such limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

ARTICLE XII  
CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIII  
AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

ARTICLE XIV  
MISCELLANEOUS

This fiscal year of the Association shall begin on the first day of January and end of the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of formation of the Association.

*[Signature page follows]*

IN WITNESS WHEREOF, we, being all of the initial Directors of the Association have hereunto executed and consented to these Bylaws effective as of January 25, 2016 (though executed by the undersigned on a later date).



Ben Medetsky



David Polatsek



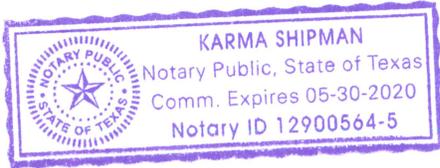
Jay Wohlgelemer

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ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]**

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 23 day of March, 2018, personally appeared BEN MEDETSKY, as a Director of Northfield Southwest Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

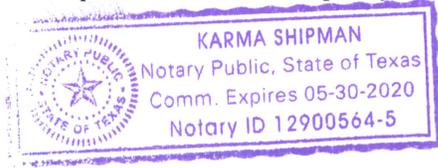


  
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Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 23 day of March, 2018, personally appeared DAVID POLATSEK, as a Director of Northfield Southwest Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

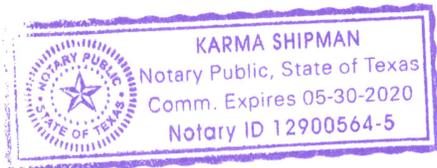


  
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Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 23 day of March, 2018, personally appeared JAY WOHLGELERNTER, as a Director of Northfield Southwest Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



  
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Notary Public, State of Texas