

NOTICE OF DEDICATORY INSTRUMENTS
for
MCKENDREE PARK COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the Authorized Agent for McKendree Park Community Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. **Property:** The Property to which the Notice applies is described as follows:
 - a. McKendree Park, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 530074 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. McKendree Park, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof, recorded under Film Code No. 547183 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

2. **Restrictive Covenants:** The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. **Documents:**
 - (1) Declaration of Covenants, Conditions and Restrictions for McKendree Park.
 - (2) First Amendment to the Declaration of Covenants, Conditions and Restrictions for McKendree Park.
 - (3) Second Amendment to the Declaration of Covenants, Conditions and Restrictions for McKendree Park.
 - (4) Third Amendment to the Declaration of Covenants, Conditions and Restrictions for McKendree Park.
 - (5) Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for McKendree Park, Section 2.
 - (6) Amended and Restated Supplemental Amendment to Declaration of Covenants, Conditions and Restrictions for McKendree Park, Section 2.

 - b. **Recording Information:**
 - (1) Harris County Clerk's File No. W743112.

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- (2) Harris County Clerk's File No. X013713.
- (3) Harris County Clerk's File No. X732917.
- (4) Harris County Clerk's File No. X785619.
- (5) Harris County Clerk's File No. X695766.
- (6) Harris County Clerk's File No. Y370351.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:

a. Document:

- (1) By-Laws of McKendree Park Community Association, Inc.
- (2) McKendree Park Community Association Assessment Collection Policy.

b. Recording Information:

- (1) Harris County Clerk's File No. W900500.
- (2) Harris County Clerk's File No. 20140053389.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:

- a. Articles of Incorporation McKendree Park Community Association, Inc.
- b. Certificate of Secretary of McKendree Park Community Association, Inc. regarding Amendment to By-Laws of McKendree Park Community Association, Inc.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 6th day of June, 2016.

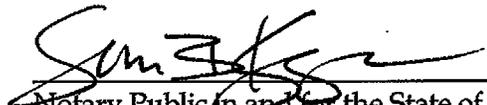
**MCKENDREE PARK COMMUNITY
ASSOCIATION, INC.**

By: _____

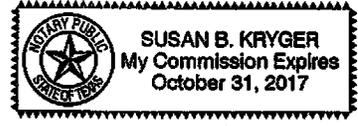
Cliff Davis, Authorized Agent

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 6th day of June, 2016 personally appeared Cliff Davis, Authorized Agent of McKendree Park Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



RP-2016-239735

JUN 23 2003

Articles of Incorporation

McKendree Park Community Association, Inc.

Corporations Section

The undersigned acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is McKendree Park Community Association, Inc., hereafter referred to as "Association".

ARTICLE II

The corporation is a Texas non-profit corporation, and shall have all the powers and duties specified in and allowable under the Texas Non-Profit Corporation Act. No part of the assets or net earnings of this corporation shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV below. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(4) of the Internal Revenue Code or corresponding section of any future federal tax code.

ARTICLE III

The period of this corporation's duration is perpetual.

ARTICLE IV

The purposes for which this corporation is formed are:

- (a) The enforcement and administering of the provisions of the Declaration of Covenants, Conditions and Restrictions for McKendree Park (the "Declaration"), a subdivision located in Harris County, Texas, as described under the map or plat thereof filed under Clerk's File No. W442613 in the Map Records of Harris County, Texas or any other subsequent plats theretofore filed affecting such subdivision. In order to carry out such general purposes, the corporation shall have the general power to:

- (1) Fix assessments (or charges) to be levied against Lots, and establish services, without the obligation to so provide, for the benefit of the Members;

(2) Enforce any and all covenants, conditions, restrictions and agreements applicable to the Property;

(3) Insofar as permitted by law, these Articles of Incorporation, the By-Laws, the Declaration or any other dedicatory instruments, to do any other thing of a similar nature that will promote the common benefit and enjoyment of the Owners of the Property, as authorized by the Articles of Incorporation, By-Laws, Declaration, any other dedicatory instrument or permitted by law.

(b) Without limiting the foregoing general statement of purposes and powers, the corporation shall have the power to:

(1) Cause to be kept a complete record of all its receipts and disbursements hereunder and maintain a statement thereof and a summary of the major activities on an annual basis;

(2) Monitor all agents and employees of the Association hereunder and to see that their duties are properly performed;

(3) Fix, levy and collect the amount of the assessments and other charges to be levied against each Lot;

(4) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment;

(5) Buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the corporation, which shall include the power to foreclose its lien on any Property subject to the Declaration by judicial or non-judicial means;

(6) Procure and maintain liability insurance upon the Board of Directors, its agents and employees, and insurance as deemed appropriate by the Board of Directors on Association assets or any other proper purpose;

(7) Exercise all powers reasonably necessary to effectuate the purposes of this Corporation;

(8) Manage, control, operate, maintain, preserve, repair and improve the Common Areas and any Property subsequently acquired by the corporation, or any other property owned by another for which the corporation, by rule, regulation, Declaration, or contract, has a right or duty to provide such services.

(9) Borrow money for any purpose subject to such limitations as may be contained in the dedicatory instruments;

(10) Enter into, make, perform and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying

out any purpose of the Association, including enforcement of the architectural control provisions contained in the Declaration;

(11) Provide or contract for services benefiting the Property and/or the Owners including, without limitation or obligation, garbage removal and any and all supplemental municipal services as may be necessary or desirable;

(12) Contract with other associations, organizations, or groups to provide for the maintenance of property adjacent to or adjoining the Property;

(13) Spend money for the improvement or maintenance of property in the vicinity of the Property subject to the Declaration, or adjacent to or adjoining such property;

(14) Suspend the rights of any owner, their guest or tenants to vote or use the Common Areas;

(15) Promulgate reasonable rules and regulations and implement fines for violation of said rules and regulations.

The foregoing enumeration of powers shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent powers.

This corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation as set forth above in Paragraphs (a) and (b) of this Article IV. This corporation is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes and nothing contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activity for the profit of its members, or to distribute any gains, profits or dividends to its members as such.

ARTICLE V

The corporation shall be a membership corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot, in the Property subject to the Declaration, are Members of the Association. The Members shall be divided into two (2) classes and entitled to vote in accordance with the provisions contained in the By-Laws and the Declaration. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association and shall be a Class "A" Member with the exception of the Declarant. The Declarant and its designees shall be the Class "B" Membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE VI

The mailing address of the initial registered office of the corporation is 4635 Southwest Freeway, Suite 425, Houston, Texas 77027 and the name of its initial registered agent at such address is Principal Management Group.

ARTICLE VII

The business and affairs of the corporation shall be conducted, managed and controlled by a Board of Directors. The Board may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The initial Board of Directors shall consist of the following three (3) members and shall serve an initial term until Class B membership ceases to exist under Article V, Section C (2) of the Declaration:

Name	Address
1. Scott Burrer	10235 W. Little York, Suite 240 Houston, Texas 77040
2. Jeff Schaefer	10235 W. Little York, Suite 240 Houston, Texas 77040
3. Scott Hill	10235 W. Little York, Suite 240 Houston, Texas 77040

The number of directors after the initial Board of Directors may be changed by the Association or the Board of Directors as set forth in the By-Laws.

ARTICLE VIII

These Articles of Incorporation may be amended by two-thirds (2/3) of those Owners present at a meeting at which a quorum is present with the joinder of the Declarant so long as Class B membership exists.

ARTICLE IX

To the fullest extent permitted by Texas Statutes, as the same exist or as they may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitation than permitted prior to such amendment), a director or the corporation shall not be liable to the corporation for monetary damages for an act or omission in the director's capacity as a director. Any amendment of these Articles of Incorporation shall be prospective only and shall not adversely offset any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment.

- (a) Subject to the exceptions and limitations contained in Article IX
(b) hereof:

(1) Every person who is or has been a director, officer, or managing agent of the Association shall be indemnified by the Association to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any demand, claim, action, suit (or threat thereof) or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been a director or officer

and against amounts paid or incurred by him in the settlement thereof;

(2) The words "claim," "action," "suit," or "proceeding" shall apply to all claims, actions, suits, or proceedings (civil, criminal, or other, including appeals), actual or threatened, made or commenced subsequent to the adoption of these Articles of Incorporation; and the words "liability" and "expenses" shall include, without limitation, attorneys' fees, costs, judgments, amounts paid in settlement, fines, penalties, and other liabilities.

(b) No indemnification shall be provided hereunder to a director or officer or any other individual:

(1) Against any liability to the Association by reason of willful misfeasance, bad faith, gross negligence, breach of fiduciary duty, criminal misconduct or reckless disregard of the duties involved in the conduct of his office;

(2) With respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interest of the Association;

(c) The rights of indemnification herein provided may be insured against by policies maintained by the Association, shall be severable, shall not affect any other rights to which any director or officer now or hereafter may be entitled, shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(d) Expenses in connection with the preparation and presentation of a defense to any claim, action, suit, or proceeding of the character described in Article IX hereof may be advanced by the Association before final disposition thereof upon receipt of an undertaking by or on behalf of the director or officers, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under Article IX.

ARTICLE X

THE ASSOCIATION, ITS BOARD OF DIRECTORS AND OFFICERS, ITS MANAGER, EMPLOYEES, AGENTS AND/OR ITS ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. NEITHER SHALL THE ASSOCIATION AND RELATED PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. LOT OWNER AND TENANT ON BEHALF OF THEMSELVES, ALL

OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF ANY LOT OWNER OR RESIDENT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. LOT OWNER AND TENANT, ON BEHALF OF THEMSELVES, ALL OCCUPANTS OF THE LOT BEING LEASED, GUESTS AND INVITEES OF A LOT OWNER OR TENANT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND RELATED PARTIES ARE NOT AN INSURER AND THAT EACH LOT OWNER, TENANT AND OCCUPANT OF ANY LOT ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES THE RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY LOT OWNER OR TENANT ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE XI

The corporation may be dissolved only as provided in the By-Laws and by the laws of the State of Texas. If the corporation is dissolved, the assets shall be dedicated to a public body or conveyed to a non-profit corporation with similar purposes.

ARTICLE XII

The name and street address of the incorporator is:

Name	Address
Dan Olson	10235 W. Little York, Suite 240 Houston, Texas 77040

ARTICLE XIII

In case of the resignation, death, failure, incapacity, removal or refusal to serve of any of the said initial directors prior to the end of the initial term, the remaining directors may appoint a substitute director or directors to serve the remainder of said initial term. The judgment of the directors, whether the directors are the initial directors or substitute directors in the expenditure of funds of this corporation shall be final and conclusive, so long as such judgment is exercised in good faith.

ARTICLE XIV

The By-laws of this corporation shall be adopted by the Board of Directors of this Corporation and shall thereafter be amended or altered by a majority vote of the Board of Directors of this Corporation.

ARTICLE XVI

All capitalized terms used in these Articles of Incorporation shall be defined in the same manner as defined in the Declaration, which definitions are incorporated herein by this reference.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation on this the 18th day of JUNE, 2003.

INCORPORATOR

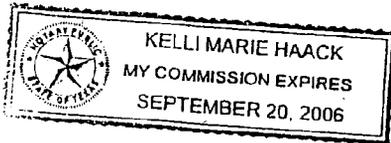
By: [Signature]
Dan Olson

STATE OF TEXAS :

COUNTY OF HARRIS :

BEFORE ME, a notary public, on this day personally appeared, Dan Olson, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that s/he is the person who signed the foregoing document in her/his representative capacity, and that the statements therein contained are true and correct.

Given under my hand and seal of office this the 18th day of June, 2003.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

RP-2016-239735

CERTIFICATE OF SECRETARY
of
MCKENDREE PARK COMMUNITY ASSOCIATION, INC.
regarding
AMENDMENT
to
BY-LAWS OF MCKENDREE PARK COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Yolanda Ramirez, Secretary of McKendree Park Community Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 31 day of MAY, 2016, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, Article XIV of the Articles of Incorporation for the Association (the "Articles of Incorporation") provides "[t]he By-laws of this corporation shall be adopted by the Board of Directors of this Corporation and shall thereafter be amended or altered by a majority vote of the Board of Directors of this Corporation";

WHEREAS, Section 22.102(c) of the Texas Business Organizations Code provides:

The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:

- (1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;
- (2) the management of the corporation is vested in the corporation's members; or
- (3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw.

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WHEREAS, there is no such restriction or reservation in the Association's Articles of Incorporation or By-Laws nor are there any vested rights specifically provided to the Association's Members;

WHEREAS, state law and the Articles of Incorporation supersede any language contained in the Association's By-Laws regarding the procedure to amend the By-Laws; and

WHEREAS, the Board has determined that it would be in the best interests of the Association to amend the By-Laws.

NOW THEREFORE, BE IT RESOLVED, the By-Laws are amended as follows:

1. Article II, Section G. of the By-Laws is amended and restated to read as follows:

G. Adjournment of Meetings

If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer or a majority of the Members who are present at such meeting, in person or by proxy, may adjourn the meeting without notice other than announcement at the meeting that the meeting will be readjourned, until a quorum shall be present in person and/or by proxy. Any readjournment may take place immediately after the adjournment, but must take place within thirty (30) days of the previously adjourned meeting. At each subsequent meeting, the proxy requirement shall be one-half (1/2) of the quorum required at the previously adjourned meeting. The Association may call as many subsequent meetings as may be required to achieve quorum. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. All votes cast by Members prior to the originally called meeting by proxy or by any technological means authorized in these By-Laws on issues to be considered at the meeting shall be valid and may be counted at the reconvened meeting at which a quorum is present; provided that, a Member who cast a vote on an issue by proxy or by any technological means authorized in these By-Laws may change that Member's vote at any time prior to the time that a call for a vote on the issue is made at the reconvened meeting at which a quorum is present. A Member may change his vote by attending the reconvened meeting in person,

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submitting a proxy at the reconvened meeting which either directs or authorizes the proxy holder to vote in a different manner, or changing the Member's vote by any technological means that may be available at the discretion of the Board for voting authorized in these By-Laws. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the matter prescribed for regular meetings.

2. Article II, Section J. of the By-Laws is amended and restated to read as follows:

J. Quorum

Except as otherwise provided in these By-Laws or in the Declaration, the presence, either in person or by proxy, of Owners representing ten percent (10%) of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association.

The Members present, either in person or by proxy, at a duly called or held meeting at which a quorum is present may continue to do business until adjournment. In the event, however, a sufficient number of Members leave and less than a quorum remain at such meeting, business may continue to be conducted provided that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

3. Article VI, Section F. of the By-Laws is amended and restated to read as follows:

F. Amendment

These By-Laws may be amended by a majority vote of the Board of Directors subject to the notice requirements provided by law or in these By-Laws. These By-Laws may also be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present, either in person or by proxy, subject to the notice requirements provided by law or in these By-Laws.

All other provisions of the By-Laws of the Association shall remain in full force and effect.

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I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 31st day of May 2016.

MCKENDREE PARK COMMUNITY ASSOCIATION, INC.

By: [Signature]

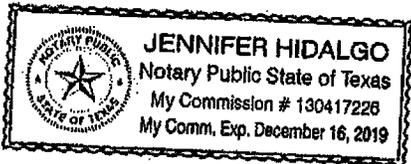
Printed: YOLANDA RAMIREZ

Its: Secretary

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on 31 day of May 2016 by Yolanda Ramirez, Secretary of McKendree Park Community Association, Inc. on behalf of said corporation.

[Signature]
Notary Public in and for the State of Texas



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Pages 15
06/06/2016 12:07 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$68.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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