

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Stella Walleck, who, being by me duly sworn according to law, stated the following under oath:

"My name is Stella Walleck. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct. I am the Property Manager of Sunbury Estates Community Improvement Association, a Texas Non-Profit Corporation and a property owners' association (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association's jurisdiction includes, but may not be limited to, the residential properties/Lots located in Postwood, Section Five, per the map(s) or plat(s) thereof heretofore recorded in the Map Records of Harris County, Texas), such properties/Lots being described in the Declaration of Covenants, Conditions and Restrictions for Sunbury Estates, being recorded under H693619 County Clerk's File No(s). 030-84-1460, as such Declaration may have been or may be supplemented, modified or amended. Attached hereto are true and correct copies of the Restated By-Laws, a dedicatory instruments governing the Association, which instruments have not previously been recorded in the Real Property Records. Any questions regarding the dedicatory instrument of the Association may be directed to the Association at Shenandoah, Texas. Telephone No. (281) 296-9775."

SIGNED on this the 5th day of December, 2017.

Stella Walleck

Printed Name: Stella Walleck
Position Held: Property Manager

VERIFICATION

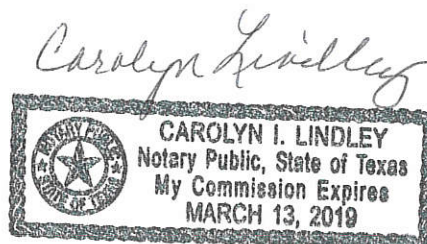
THE STATE OF TEXAS §
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COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Stella Walleck, who, after being duly sworn stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 5th day of December, 2017.

Ret: ✓
Consolidate Management
Services
128 Visions Park Blvd #110
Shenandoah, TX 77384

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



RESTATED BY-LAWS
OF
SUNBURY ESTATES
COMMUNITY IMPROVEMENT ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is SUNBURY ESTATES COMMUNITY IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be located at 128 Vision Park Blvd., Suite 110, Shenandoah, Texas 77384 but meetings of Members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to SUNBURY ESTATES COMMUNITY IMPROVEMENT ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including any improvements thereto) acquired or which may be acquired by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" and/or "Lots" shall mean and refer to the lots shown upon the subdivision plat or the Properties which is or maybe hereinafter designated or described on the subdivision plat as "Not Platted" or "Reserve" or with words of similar meaning.

Section 5. "Plot" shall mean and refer to that portion of a Lot (i) which is not less than four thousand (4,000) square feet on which a Dwelling has been, or is intended to be, constructed, or (ii) which is not less than three thousand (3,000) square feet and on which a Unit has been, or is intended to be, constructed.

Section 6. "Owner" and/or "Owners" shall mean and refer to the holders of fee simple record title, whether one or more persons or entities, to any Plot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of any obligation.

Section 7. "Dwelling" shall mean a detached residential structure which is constructed on a Plot of not less than four thousand (4,000) square feet for occupancy by one (1) person or one (1) family.

Section 8. "Unit" shall mean that portion of a Paired Unit which is constructed on a Plot of not less than three thousand (3,000) square feet for occupancy by one (1) person or one (1) family.

Section 9. "Residences" shall mean and refer to all Units and Dwellings.

Section 10. "Declarant" shall mean and refer to Westbury Homes, Inc. ("Westbury"), its successors and assigns, including, but not limited to, any person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, which acquires all or substantially all of the Properties then owned by Westbury (or subsequent successors in interest), by conveyance or assignment from Westbury, or by judicial or non-judicial foreclosure, for the purpose of development and/or construction on the Properties.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Office of the County Clerk of Harris County, Texas.

Section 12. "Members" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held in the calendar year of 1983, and each subsequent regular annual meeting of the Members shall be held in the month May, at a time no earlier than 6:00pm. The annual meeting of the Members shall not be held on a legal holiday.

Section 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 of each class who are entitled to vote the lesser of (i) one-fourth (1/4) of all of the votes of the Class A Membership, or (ii) one-tenth (1/10) of all of the votes entitled to be cast.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, at least (10) days before such meeting (or as otherwise directed or permitted by law) to each Member entitled to vote thereat. Such notice may be by any method permitted by law including by email or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filled with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member's Plot.

ARTICLE IV

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. Each director shall serve a term of three (3) years with at least one (1) director position eligible for election at each annual meeting, on a rotating basis. For example, a director elected at the annual meeting in 2015 (that is not otherwise filling a vacant position) will serve on the Board of Directors until the 2018 annual meeting, when his position will be eligible for election again.

Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, by the holders of a majority of the votes represented, in person or by proxy, at any annual or special meeting. In the event of death, resignation or removal of a director, or the declaration that the office of a Member of the Board of Directors is vacant (as described in Article VII, Section 1 (d)), such director's temporary successor shall be selected by the remaining Members of the Board of Directors and shall serve only until an election of the Members is held to fill the vacancy in accordance with Article IV, Section 4.

Section 4. Elections to Fill Vacancies. In the event of death, resignation or removal of a director, or the declaration that the office of a Member of the Board of Directors is vacant as described in Article VII, Section 1(d), the president of the Board of Directors shall call a special meeting of the Members in accordance with Article III, Section 2 for the purpose of electing a replacement to fill the vacant director position. Such special meeting must take place no sooner than thirty (30) days after the vacancy and no later than sixty (60) days. Alternatively, an election to fill any existing vacancy may be held concurrently with the election at the annual meeting.

In the event that all director positions become vacant at the same time, the person or entity contracted to manage the day-to-day affairs of the Association is authorized to and shall call a special meeting of the Members in accordance with Article III, Section 2 for the purpose of electing replacements to fill the vacant director positions. Such special meeting must take place within thirty (30) days after it is determined that all director position have been vacated.

The person elected to fill a director vacancy shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service such director may render to the Association. However, any director may be reimbursed for such director's actual expenses incurred in the performance of such director's duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by any Member but may not be made more than sixty (60) days in advance of the meeting at which the election is to be held. Nominations may also be made from the floor of the meeting at which the election is to be held.

Section 2. 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Term Limits. No person may serve on the Board of Directors for more than two (2) consecutive terms, nor more than six (6) years in any twelve (12) year period.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly in the months of February, May, August and November, without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Such meetings shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 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 of Directors. Directors may participate and shall be considered present for purposes of constituting a quorum and voting on Association business if the director participates by phone, video conference or as otherwise permitted by law.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in the default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) 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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 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 of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A 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 Declaration to:

(1) fix the amount of the annual assessment against each Plot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Plot for which assessments are not paid within thirty (30) days after the date on which same are due or to bring an action of law against the Owner personally obligated to pay the same;

(d) issue, or to 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. If the certificate states the 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, and;

(g) cause the Common Area, if any, to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other offices as the Board may from time to time by resolution create.

Section 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 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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 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 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 he replaces.

Section 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and of the Members, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-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 his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him 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; keep the corporate seal of

the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of 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 disperse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's 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 IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due

date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area, if any, or abandonment of such Owner's Plot.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each person who may have served as a director or officer of the Association shall be indemnified by the Association against any liability imposed upon such person and for any expense reasonably incurred by such person in connection with any claim made against such person, or any action, suit or proceeding to which such person may be a party by reason of such person being, or having been, such director or officer, and against such sums of counsel selected by the Board of Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding primarily with a view to avoiding expenses of litigation, provided, however, that no director or officer shall be indemnified with respect to matters as to which such director or officer shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty, or with respect to any matters which shall be settled by the payment of sums which counsel selected by the Board of Directors shall not primarily with a view to avoiding expenses of litigation, or with respect to matters for which such indemnification would be unlawful or against public policy. Any right of indemnification granted by this Article shall be in addition to any not in lieu of any other such right to which any director or officer of the Association may at any time be entitled under the law of the State of Texas; and if any indemnification which would otherwise be granted by this Article shall be disallowed by any competent court or administrative body as illegal or against public policy, then any director or officer with respect to whom such adjudication was made, and any other officer or director, shall be indemnified to the fullest extent permitted by law and public policy, it being the express intent of the Association to indemnify its officers

and directors to the fullest extent possible in conformity with these By-Laws, all applicable laws and public policy.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: (blank)

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of the majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B Membership.

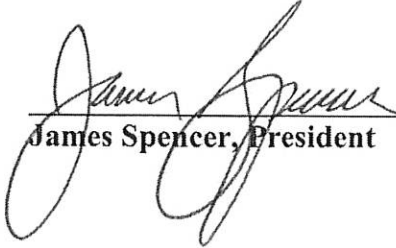
Section 2. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declarations and these By-Laws, the Declarations shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

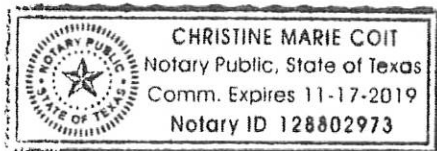
I, the undersigned, attest that the foregoing is a true and correct restatement of the By-Laws as amended by a majority of the Members in a valid quorum of Members present or represented by proxy at the annual meeting of the Sunbury Estates Community Improvement Association held on May 10, 2017.

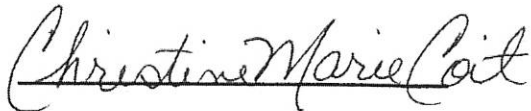

James Spencer, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared James Spencer, President of the Sunbury Estates Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 6 day of November, 2017.





Notary Public, State of Texas
My commission expires:

FILED FOR RECORD

8:00:00 AM

Wednesday, December 13, 2017

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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

Wednesday, December 13, 2017



Stan Stuart

COUNTY CLERK
HARRIS COUNTY, TEXAS