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NOTICE OF DEDICATORY INSTRUMENTS
FOR
KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Kings Crossing Patio Home Owner's Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby certifies as follows:

- 1. Property: The Property to which the Notice applies is described as follows:
 - Kings Crossing, Section Seven (7), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 312, Page 88, of the Map Records of Harris County, Texas, and
 - Lots 1 through 33 in Block One (1) and Lots 1 through 42 in Block Two (2) of Kings Crossing, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 341, Page 22, of the Map Records of Harris County, Texas.

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- 2. Restrictive Covenants. The description of the document(s) imposing restrictive covenants on the Property, and the recording information for such document(s) are as follows:
 - a. Documents:
 - i. Declaration of Covenants, Conditions and Restrictions for Kings Crossing Patio Home Owner's Association, Inc., and
 - ii. Annexation - A portion of Kings Crossing Section Ten (10) into Kings Crossing Patio Home Owner's Association, Inc.
 - b. Recording Information:
 - i. Harris County Clerk's File No. H904353; and
 - ii. Harris County Clerk's File No. L878182, respectively.

- 3. Previously Recorded 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:
 - Architectural Guidelines for Kings Crossing Patio Home Owner's Association, Inc.
 - b. Recording Information:
 - Harris County Clerk's File No. P446038

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4. Dedictory Instruments. In addition to the Restrictive Covenants identified in paragraph 2, above, and the previously recorded Dedictory Instruments identified in paragraph 3, above, the following documents are Dedictory Instruments governing the Association:
- a. Articles of Incorporation of Kings Crossing Patio Home Owner's Association, Inc.;
 - b. Bylaws of Kings Crossing Patio Home Owner's Association, Inc.;
 - c. Billings and Collection Policy for Kings Crossing Patio Home Owner's Association, Inc.

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 Dedictory Instruments attached to this Notice are either the originals or true and correct copies of the originals.

Executed on this 11th day of May, 2012.

**KINGS CROSSING PATIO HOME OWNER'S
ASSOCIATION, INC.**

By: *Rick S. Butler*
Rick S. Butler, authorized representative

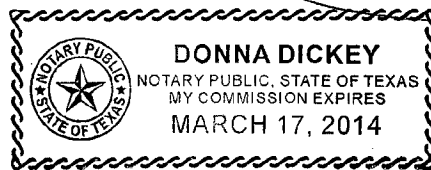
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Rick S. Butler, authorized representative of Kings Crossing Patio Home Owner's 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 11th day of May, 2012, to certify which witness my hand and official seal.

Donna Dickey
Notary Public in and for the State of Texas

Return to: ✓
Rick S. Butler
BUTLER | HAILEY
8901 Gaylord Drive, Suite 100
Houston, Texas 77024
215433



FILED
In the Office of the
Secretary of State of Texas

APR 06 1983

Clerk B
Corporations Section

ARTICLES OF INCORPORATION
OF
KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
CORPORATE NAME

This corporation shall be known as KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC. and by and under such name it shall conduct and transact all its business.

ARTICLE II
CORPORATE ADDRESS AND AGENT

The street address of the corporation's initial registered office is 700 Rockmead Dr., Suite 110, Kingwood, Texas 77339, and the name of its initial registered agent at such address is G. B. Mitchell, Jr.

ARTICLE III
CORPORATE STATUS

The corporation, hereinafter called the "Association," is a non-profit corporation.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is formed for the purposes of providing for maintenance and preservation of the property subject to the Declaration of Covenants, Conditions and Restrictions applicable to KINGS CROSSING PATIO HOME PROJECT, situated upon a portion of Unrestricted Reserve "A" and all of Unrestricted Reserve "B," Kings Crossing, Section Three, a subdivision in Harris County,

100-24-230-230

Texas, according to the plat recorded in Volume 306, Page 1, of the Map Records of Harris County, Texas, subsequently replatted into Kings Crossing, Section Seven, a subdivision in Harris County, Texas recorded in Volume 312, Page 88, of the Map Records of Harris County, Texas, for the purpose of subdividing said property into lots, hereinafter called the "Declaration," and any additional property that may hereafter be made subject to the Declaration and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), 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 Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Open Areas as defined in the Declaration to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as to the dedication of easements for public utility purposes, no such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law now or hereafter may have or exercise; provided that none of the objects or purposes herein set out shall be construed to authorize the Association to do any act in violation of said Non-Profit Corporation Act, and all such objects or purposes are subject to such Act.

ARTICLE V MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any property which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. 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 the property which is subject to assessment by the Association. Ownership of such property shall be the sole qualification for membership.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, as defined in the Declaration, and shall be entitled to one vote for each lot owned, as defined in the Declaration. A lot shall be described by lot and block and shall be located within any area subject to the jurisdiction of the Association. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Owners shall have the right to assign their voting rights hereunder to renters or other persons as they may designate by use of a proxy, fully executed and acknowledged.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to three (3) votes for each lot owned within the property subject to the Declaration. The Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

(a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

(b) January 1, 1990.

The Class A and B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote together upon all matters as one group.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John Bruton, Jr.	700 Rockmead Drive, Suite 110, Kingwood, Texas 77339
Stanley J. Cable	233 Benmar, Houston, Texas 77060
Larry J. Jaeger	233 Benmar, Houston, Texas 77060
G. B. Mitchell, Jr.	700 Rockmead Drive, Suite 110 Kingwood, Texas 77339
George J. Viele	700 Rockmead Drive, Suite 110, Kingwood, Texas 77339

At the first annual meeting the members shall elect one (1) director for a term of one year, two (2) directors for a term of two years and two (2) directors for a term of three years; and at annual meetings thereafter the members shall elect directors for two-year terms as needed to restore Board membership to five (5) directors, or such number as is set forth in the By-Laws from time to time, if otherwise.

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ARTICLE VIII
INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Richard E. Francis	233 Benmar, Houston, Texas 77060
Larry J. Jaeger	233 Benmar, Houston, Texas 77060
Michael P. Vincent	233 Benmar, Houston, Texas 77060

ARTICLE IX
AMENDMENTS

Amendment of these Articles shall require the assent in writing of two-thirds (2/3) of the entire membership.


ARTICLE X
DISSOLUTION

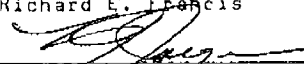
The Association may be dissolved with the assent in writing of not less than two-thirds (2/3) of the members at the time of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization to be devoted to such similar purposes.

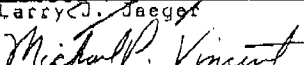
ARTICLE XI
DURATION

The Association shall exist perpetually.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of March, 1983.


 Richard E. Francis


 Larry J. Jaeger


 Michael P. Vincent

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, the undersigned authority, a Notary Public in and for Harris County, Texas, do hereby certify that on the 31st day of March, 1983 personally appeared Richard E. Francis, Larry J. Jaeger and Michael P. Vincent who being by me each first duly sworn, each declared that he is one of the persons who signed the foregoing instrument as an incorporator and that the statements therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Monica L. Koerner
Notary Public in and for
Harris County, Texas

My commission expires: _____

MONICA L. KOERNER
Notary Public in and for State of Texas
My Commission Expires July 14, 1988

292-24-2362

BY-LAWS
OF
KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC. hereinafter referred to as the "Association." The principal office of the corporation shall be located in Montgomery County, Texas, but meetings of members and directors may be held at any location within the State of Texas as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Kings Crossing Patio Home Owner's Association, Inc., its successors and assigns.

Section 2. "Common Areas" shall mean and refer to both the Common Open Area and the Common Recreation Area as hereinafter defined.

Section 3. "Common Open Area" shall mean and refer to the surface estate of that portion of the Property owned and maintained by the Association as open landscaped areas for the common use and enjoyment of the Owners.

Section 4. "Common Recreation Area" shall mean and refer to the surface estate of that portion of the Property owned and maintained by the Association as recreation area for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Friendswood Development Company, an Arizona corporation, and King Ranch, Inc., a Texas corporation, their successors and assigns.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, as may be amended, applicable to the Property and recorded in the Office of the County Clerk, Harris County, Texas.

002-24-2003

Section 7. "Lot" shall mean and refer both to each parcel of land conveyed to an Owner upon which there has been or will be constructed a single-family residence, and to the residence and improvements constructed or to be constructed thereon, but shall not mean or include any portion of the Common Areas.

Section 8. "Member" shall mean and refer to each person entitled to membership as provided in the Articles of Incorporation of the Association.

Section 9. "Owner" shall mean and refer to the record owner (other than Declarant as hereinafter defined), whether one or more persons or entities, of the fee simple title to 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.

Section 10. "Property" shall mean and refer to the surface estate of that certain tract of land described in the Declaration of Covenants, Conditions and Restrictions hereinabove referred to, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first regular annual meeting of the Members shall be held two (2) years from the date of incorporation of the Association, and thereafter regular annual meetings of the Members shall be held on the same day of the same month of each year, at an hour determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday or week-end day, the meeting will be held on the first day following which is not a legal holiday or week-end day.

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 who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. No written notice will be required for the Annual Meetings of the Members. Written notice of each Special Meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the

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meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote, 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 at 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 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 acknowledged and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at annual meetings thereafter, the Members shall elect directors for two-year terms as needed to restore Board membership to five (5) directors.

Section 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.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties as a director.

Section 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 the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. 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. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more other members of the Board of Directors or Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each 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.

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 Articles of Incorporation and the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, 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.

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 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.

ARTICLE VII
POWER 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 Areas, any improvements and facilities located thereon, 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 Common Recreation Area by a Member during any period in which such Member shall be in 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 infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the 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 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 see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot 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 Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(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. 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) operate, maintain and otherwise manage the Common Areas and any improvements, facilities and landscaping thereon.

(h) cause the Common Areas and recreational facilities and landscaping thereon and the landscaping in the esplanades, around the perimeter walls located at the entrances to the Property and in the greenbelt buffers to be maintained from the funds received through the annual assessment. Such assessment funds shall be apportioned and expended in an equitable manner.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. 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 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 such officer 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 replaced.

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 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:

President

(a) The president shall preside at all meetings of the Board of Directors; 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.

Vice President

(b) 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.

Secretary

(c) 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; 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.

Treasurer

(d) 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 of Directors; 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 IX
COMMITTEES

The Board of Directors shall appoint 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, 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 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 Lot against which the 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 lesser of (i) that rate of interest equal to the discount rate, including any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank for the district in which Harris County is located, at the time of the initial default, plus five percent (5%) per annum or (ii) the maximum rate of interest permitted by law. The Association may bring an action at law against the Owner 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 Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

ARTICLE XII
APPEALS

Section 1. Right of Appeal. A Member may appeal any decision of the Architectural Review Committee or any other committee appointed pursuant to Article IX 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.

100-42-207

Section 2. Appeals Petitions. Appeals petitions shall be legibly written and shall be submitted in form satisfactory to the Board.

Section 3. Hearing. Any Member filing an appeal as hereinabove set forth shall be entitled to a hearing before the Board upon at least seven (7) days prior written notice to all interested parties.

Section 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 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 XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.

ARTICLE XIV
INDEMNIFICATION

The Association shall indemnify any director, former director, officer or former officer of the Association for expenses and costs (including attorneys' fees) actually and necessarily incurred in connection with any claim asserted, by action in court or otherwise, by reason of such person being or having been such director or officer, except in relation to matters as to which such person shall have been guilty of negligence or misconduct in respect to any matter in which indemnity is sought.

242-24-237

ARTICLE XV
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first 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.

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

ARTICLE XVI
AMENDMENTS

These By-Laws 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 WITNESS WHEREOF, we, being all of the directors of the KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC., have hereunto set our hands this 15th day of April, 1983.

John Bruton, Jr.
John Bruton, Jr.

Stanley J. Lable
Stanley J. Lable

Larry J. Jaeger
Larry J. Jaeger

G. B. Mitchell, Jr.
G. B. Mitchell, Jr.

Georgis J. Viele
Georgis J. Viele

RR 002-24-2073

**BILLING AND COLLECTION POLICY
FOR
KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Stephen Roberts, Secretary of Kings Crossing Patio Home Owner's Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 26 day of April, 2012, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Billing and Collection Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. New laws relating to the collection of assessments by property owners' associations became effective on January 1, 2012.

2. The Board of Directors of the Association desires to adopt a Billing and Collection Policy consistent with new laws and the Declaration of Covenants, Conditions and Restrictions applicable to the various sections of Kings Crossing Patio.

POLICY:

It is the policy of the Association to collect annual assessments which are not paid in a timely manner as follows:

1. Statements for Assessments. The Association shall send a statement for the annual assessment to each Owner in the month preceding the month in which payment of the annual assessment becomes due (i.e., in December). The statement shall be forwarded to an Owner at the last known mailing address of the Owner according to the records of the Association. It is the responsibility of the Owner to notify the Association in writing of a change in the Owner's mailing address. The submission of a check which sets forth an address for the Owner that is different from the mailing address previously provided by the Owner to the Association does not constitute written notice of a change of the Owner's mailing address.

2. Due Date. Annual assessments are due on the first (1st) day of January of each year. An annual assessment which is not received by the Association by January 31st of the year in which the annual assessment becomes due shall be deemed to be delinquent and shall bear interest at the highest legal, non-usurious rate from the original due date (January 1st) until paid. A reasonable late fee in an amount to be determined by the Board may also be charged to the Owner of the property for which the annual assessment becomes delinquent.

3. Payments. The Association may allow Owners to pay annual assessments which have not become delinquent over time, so long as the payment plan is approved and the Owner signs the Association's payment agreement. Payments must be made at least on a monthly basis. A fee of \$5.00 will be charged for receiving and processing each payment.

4. Application of Payments. A payment received from an Owner shall be applied in the following order of priority:

- a. any delinquent assessment (annual assessment or special assessment);
- b. any current assessment (annual assessment or special assessment);
- c. any attorney's fees or third party collection costs incurred by the Association solely with assessments or any other charges that could provide the basis for foreclosure (i.e., charges secured by the Association's lien);
- d. any attorney's fees incurred by the Association that are not associated with assessments;
- e. any fines assessed by the Association; and
- f. any other amounts owed to the Association.

5. Insufficient Check. If an Owner submits a check in payment of all or some portion of the Owner's assessment account and the check is returned unpaid due to insufficient funds in the account, future payments of sums owed to the Association must be made by cashier's check or money order. The sum of \$25.00 shall be charged to an Owner for a check returned due to insufficient funds.

6. Notices. If an account becomes delinquent, a collection letter will be sent to the Owner of the property, the cost of which will be added to the Owner's assessment account. If an account remains delinquent on or after March 1st of the year in which the annual assessment becomes due, a Delinquency Notice shall be sent to the Owner. The Delinquency Notice shall be sent to the Owner by certified mail, return receipt requested, and shall:

- a. specify each delinquent amount and the total amount of the payment required to make the account current;
- b. advise the Owner of the availability of a payment plan in accordance with the Association's recorded Payment Plan Policy;
- c. provide a period of at least thirty (30) days to cure the delinquency before further collection action is taken; and
- d. advise the Owner that if, after the thirty (30) day period has expired, the Owner has not entered into a payment plan and account remains delinquent, the account will be referred to the Association's attorney and any fees and costs thereafter incurred by the Association will be added to the Owner's account in accordance with the Declaration of Covenants, Conditions and Restrictions.

7. Suspension of Privileges. If an Owner's assessment account becomes delinquent, the Association may also suspend the Owner's right to use the recreational facilities of the Association after giving written notice to the Owner in accordance with Section 209.006 of the Texas Property Code. The suspension of an Owner's right to use the recreational facilities of the Association shall be in addition to, not in lieu of, all other remedies available to the Association for non-payment of assessments.

8. Attorney Action. If, after a Delinquency Notice is sent to an Owner, the Owner fails to respond to request a payment plan or pay the amount required to make the account current within thirty (30) days, the account will be referred to the Association's attorney for collection. The Association's attorney will forward a thirty (30) day demand for payment to the

Owner, which demand shall also advise the Owner that the failure to pay the amount due may result in further legal action, including foreclosure of the Association's lien. Provided that, action to foreclose the Association's lien shall not be commenced unless authorized by the Board of Directors of the Association.

9. **Payment Plan.** Any payment plan entered into by and between the Association and an Owner after an account becomes delinquent shall be in accordance with the Association's recorded Payment Plan Policy.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Billing and Collection Policy 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 be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this the 26 day of April, 2012.

KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.

By: Stephen M. Roberts
Print Name: STEPHEN M. ROBERTS
Secretary

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26 day of April, 2012 personally appeared Stephen Roberts, Secretary of Kings Crossing Patio Home Owner's Association, Inc., 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 purpose and in the capacity therein expressed.

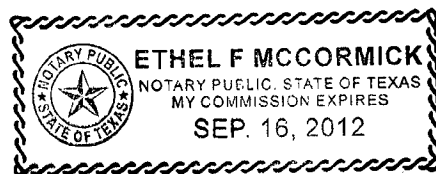
RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

Ethel F McCormick
Notary Public in and for the State of Texas

Return to:

Rick S. Butler
Butler | Hailey
8901 Gaylord, Suite 100
Houston, Texas 77024

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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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

MAY 15 2012



Stuart Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Stuart Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 MAY 15 PM 4:10

FILED