

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

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared **ERIC JEAN-PAUL TOUREILLES**, who, being by me duly sworn according to law, stated the following under oath:

“My name is **ERIC JEAN-PAUL TOUREILLES**. 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 President of **DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.** (the “Association,” a Texas Non-Profit Corporation).

1. The name of the Subdivision(s) is/are **DEERFIELD VILLAGE and DEERFIELD VILLAGE PATIO HOMES**.

2. The name of the Association is **DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.**

3. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, recorded in the Map or Plat Records of Harris County, Texas, is as follows:

- Deerfield Village, Section One - Clerk’s File No. E565236;
- Deerfield Village, Section Two - Clerk’s File No. E824180;
- Deerfield Village, Section Three - Clerk’s File No. G961226;
- Deerfield Village, Section Four - Clerk’s File No. F761973;
- Deerfield Village, Section Five - Clerk’s File No. J123883;
- Deerfield Village, Section Six - Clerk’s File No. M276167;
- Deerfield Village, Section Eight - Clerk’s File No. L792807;
- Deerfield Village Patio Homes, Section One - Clerk’s File No. E807466;
- Deerfield Village Patio Homes, Section Two - Clerk’s File No. H029605; and
- Deerfield Village Patio Homes, Section Three - Clerk’s File No. J551385.

4. The recording data for the Protective Covenants or Declarations (i.e., Deed Restrictions) for each Section of the Subdivision, recorded in the Official Public Records of Real Property of Harris County, Texas, is as follows:

- Deerfield Village, Section One - Volume 229, Page 1;
- Deerfield Village, Section Two - Volume 237, Page 44;
- Deerfield Village, Section Three - Volume 256, Page 31;
- Deerfield Village, Section Three Replat - Volume 290, Page 50;
- Deerfield Village, Section Four - Volume 257, Page 13;
- Deerfield Village, Section Five - Volume 306, Page 136;
- Deerfield Village, Section Six - Volume 343, Page 40;
- Deerfield Village, Section Eight - Volume 308, Page 146;
- Deerfield Village Patio Homes, Section One - Volume 235, Page 124;

RP-2025-19761

DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.

BY-LAWS

TABLE OF CONTENTS

ARTICLE I NAME, PURPOSE AND LOCATION.....1

ARTICLE II DEFINITION.....1

ARTICLE III MEETING OF MEMBERS.....4

ARTICLE IV SELECTION AND TERM OF OFFICE OF TRUSTEE.....5

ARTICLE V ANNUAL ELECTION OF TRUSTEES.....6

ARTICLE VI MEETINGS OF TRUSTEE.....7

ARTICLE VII POWERS AND DUTIES OF BOARD OF TRUSTEES.....8

ARTICLE VIII OFFICERS AND THEIR DUTIES.....10

ARTICLE IX COMMITTEES.....12

ARTICLE X GENERAL INFORMATION.....14

ARTICLE XI APPEALS.....15

ARTICLE XII AMENDMENTS.....15

RP-2025-19761

**BY-LAWS
DEERFIELD VILLAGE COMMUNITY ASSOCIATION**

**ARTICLE I
NAME, PURPOSE AND LOCATION**

- 1.1 **Name** - The name of the Corporation is DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC.
- 1.2 **Purpose** - The purpose of this Association is set out in Article II of the Articles of Incorporation.
- 1.3 **Location** - The principal office of the Association shall be located at 4045 Deerfield Village Drive, Harris County, Texas, or such other place within Harris County, Texas, as may be determined by the Board of Trustees (hereinafter referred to as the Board).

**ARTICLE II
DEFINITIONS**

- 2.1 **Association** - Shall mean and refer to DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC., its successors and assigns.
- 2.2 **Properties** - Shall mean and refer to that certain real property described in the Protective Covenants and such changes thereto as may be made within the jurisdiction of the Association.
- 2.3 **Common Area** - Shall mean all real property owned by the Association for the common use and enjoyment of the owners and described in the Deed of Gift from Friendswood Development Company to the Association, including subsequent amendments approved by the Association.
- 2.4 **Lot** - Shall mean and refer to any single family platted Lot or patio home platted Lot shown upon any recorded subdivisions map of the Properties with the exception of the Common Area.
- 2.5 **Owner** - Shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of any obligation.
- 2.6 **Restrictions** - Shall mean and refer to the Protective Covenants in Community Service Charge applicable to the Properties recorded in the Office of the County Clerk, Harris County, Texas, and any amendments thereafter or such other restrictions created by changes in Properties dedicated to the subdivision by Friendswood Development Company, its successors and assigns.

- 2.7 **Majority** - Shall mean and refer to more than half the total present and eligible to vote, except when a two-thirds majority is called for. **NOTE:** If six or seven Board members were present, four (4) votes would be required for a majority. (A vote of 3 to 2, with the remainder abstaining would not carry). If eight (8) or (9) nine Board members are present, five (5) votes are required for a majority.
- 2.8 **Member** - Every Owner of a single family or patio home Lot which is subject to an annual Community Service Charge (assessment) pursuant to that certain instrument entitled "Community Service Charge, Deerfield Village, Harris County, Texas", shall be a Member of DEERFIELD VILLAGE COMMUNITY ASSOCIATION, INC. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- 2.9 **Members in Good Standing** – Members who are current in the payment of their assessment and any other additionally assessed fees or charges and have not received a notice that their privileges have been suspended because of deed restriction violations.
- 2.10 **Voting and Proxies** -
- A. **Voting-**
1. **Annual Election of Trustees** - Members are mutually entitled to one ballot regarding the lot they own, i.e. only one ballot per lot. When more than one owns a lot, they shall be responsible for determining who will cast the votes on the ballot. Only one vote per candidate shall be permitted. Write-in candidates and Proxies are permitted. Members need to be able to verify and validate that they are the owner of their lot in order to vote.
 2. **Other voting (Meeting of Members)** - Members are mutually entitled to one vote regarding the lot they own, i.e. only one vote per lot. When more than one owns a lot, they shall be responsible for determining who will cast the vote. Proxies are permitted. Members need to be able to verify and validate that they are the owner of their lot in order to vote.
 3. **Committee Voting** - Each Officer is entitled to one vote. The Trustee Representative on a committee is not entitled to vote. When more than one person residing in the same dwelling is on a committee, they are mutually entitled to one vote and they shall be responsible for determining who shall cast the vote. Proxies are not permitted.
- B. **Proxies** - Members are mutually entitled to designate one person to act as Proxy regarding the lot they own, i.e. only one Proxy per lot. When more than one owns a lot, they shall be responsible for designating or revoking a Proxy. A designation or revocation of a Proxy must be in writing, notarized and delivered to the office. The Office Manager shall maintain a file of Proxy designations. A Proxy shall automatically cease when a member no longer owns property in DVCA.

2.11 **Public Notice**

- A. **Meetings of Members** - Written notice specifying the date, time and location of the Annual Meeting and the date and time, location and purpose of a Special Meeting shall be delivered either personally or by mail, to

each property Owner at such Owner's address as carried on the books of the association. Notice shall not be given less than ten (10) nor more than thirty (30) days prior to the date of the meeting to which it applies.

B. Meeting of the Board - At least ten (10) days written notice shall be given to each Trustee and notice shall be posted for the public.

C. Posted notice shall be at 4045 Deerfield Village Drive, Houston, Texas.

2.12 Executive Session - Shall be a meeting of the Board closed to the public to discuss the following matters.

A. Personnel matters.

B. Contracts, claims, deed restriction violations and/or possible litigation.

C. Deliberation of appeal against any committee action by a resident. Trustee voting on any item discussed in Executive Session shall be conducted in a public meeting.

2.13 With Cause - With respect to removal from office, "With Cause" means:

- for reasons which law and public policy recognize as sufficient to warrant removal;
- for reasons of breach of the DVCA Trustee Code of Ethics" which the Board of Trustees deem worthy of censure by removal; and
- for reason of refusal to sign the "DVCA Trustee Code of Ethics".

2.14 Officers – Officers are those who serve on the Board or Committees. All Members in Good Standing who reside in Deerfield Village are eligible to become Officers; however no significant other or others living within the same household may serve as a trustee and/or committee chair at the same time so as to avoid any conflict of interest.

ARTICLE III MEETING OF MEMBERS

3.1 Annual Meeting - The Annual Meeting of the Members shall be held on the second Tuesday in April of each year at a time and location selected by the Board. The purpose of the Annual Meeting is to receive the report of the Election Committee and the Annual Statement of the condition of the Association, together with any other business as shall be introduced. A quorum shall not be necessary for the purpose of receiving reports.

3.2 Special Meetings - Special Meetings of the Members may be called by a majority of the Trustees, or by petition to the President by Members who are entitled to cast one-fourth (1/4) of all the votes eligible to be cast. Upon receipt of either petition, the President must convene the requested Special Meeting, giving fifteen (15) days Public Notice of the reason for such Special Meeting to all Members. Voting, Public Notice and Proxy voting as provided for in Article 2.10 and 2.11 shall apply for such Special Meetings of the Members.

- 3.3 **Quorum** - The presence at a Meeting of Members entitled to cast votes or of proxies from Members entitled to cast votes, one third (1/3) of the votes eligible to be cast shall constitute a Quorum for any action except as otherwise provided in the Articles Incorporation 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. It shall not be necessary for a Quorum to be present at an Annual Meeting for purpose of receiving the Election Committee report.
- 3.4 **Binding Vote** - A majority vote of the Members constituting a Quorum at a Meeting of the Members shall be binding on the Association.

ARTICLE IV TERM OF OFFICE OF TRUSTEE

- 4.1 **General** - Trustees are representatives of the Members and should encourage the active participation of the residents in the work of the Standing Committees (see Article IX). Each Trustee, except the President will serve on at least one of the Standing Committees, said committees being defined herein under Article IX. The Trustee Representative, whose primary function is to act as a liaison to the Board, shall as a non-voting representative, attend all meetings of the committee to which the representative has been assigned; act as counsel to the committee regarding matters concerning the Articles of Incorporation, By-Laws, general issues where committee actions may overlap and to answer questions which might unreasonably slow committee business if such questions could not otherwise be addressed prior to the next meeting of the Board of Trustees. The Trustee Representative shall not, when in attendance at meetings of the committee be counted as a member of the said committee for establishing a quorum nor, except as specified above, participate in the functioning of said committee unless specifically requested to do so by the committee membership. This specific instance of participation will be communicated to and approved by the Board; and, this approval does not grant voting rights on the committee. In addition, the Trustee will not be involved in actual contract negotiations and/or may be requested by the Board to recuse himself /herself from voting on that project (at a DVCA Board meeting) when there might be a conflict of interest as outlined in our Code of Ethics. No significant other or others living within the same household may serve as a trustee and/or committee chair at the same time so as to avoid any conflict of interest.
- 4.2 **Selection of Candidates** - Members of the Association shall elect Trustees at the Annual Election each year as described in Article 5.1.
- 4.3 **Term of Office** - Tenure of office for each Trustee shall be three years, except as noted in Article 4.4 and 4.5. The number of Trustees is fixed at nine (9). The term of office for the Board shall commence immediately following the Annual Meeting of the Members in the year in which they are elected.
- 4.4 **Succession** - Until replaced by a Trustee elected by vote of the Members or otherwise removed from office as provided in these By-Laws, each Trustee shall continue to serve until death, resignation or incapacity. However, any

Trustee who is absent from three consecutive scheduled Regular Meetings of the Board will automatically forfeit his/her position on the Board and the President must declare the position vacant. When notified of a vacancy, the Board must give thirty (30) days Public Notice of the vacancy to the Members including the date of the Special Board Meeting to be held to fill the vacancy and at the same time, solicit eligible candidates. Successor Trustees to fill vacancies shall be elected by secret ballot (if two or more nominations are presented) by a majority of all remaining Trustees present at the Special Meeting of the Board. Trustees selected to fill vacancies shall be seated and begin serving at the next Regular or Special Meeting of the Board following their selection and shall serve for the unexpired term of their predecessor. In the event there are no Trustees remaining, an interim Board that shall serve until the next Annual Meeting shall be selected by a majority vote of an ad/Hoc committee composed of Standing Committee chairpersons at a Special Meeting for which public notice has been given. If this is not possible, then selection shall be made by the Attorney General of the State of Texas.

- 4.5 Removal from Office - Any Trustee may be removed from the Board With Cause (see Article 2.13) by a vote of at least two thirds (2/3) of those serving on the Board. Any or all Trustees may be removed by a majority vote of Members attending a Special Meeting of the Members called expressly for that purpose (see Articles 3.2 and 3.3). This vote of the Members shall be binding on the Trustee.
- 4.6 Compensation - Trustees shall not receive compensation for any service they may render to the Association in any capacity. However, Trustees may be reimbursed for their actual expenses incurred in the performance of their duties.

ARTICLE V ANNUAL ELECTION OF TRUSTEES

- 5.1 Election Committee – The purpose of the Committee is to solicit and receive nominations, and to conduct the Annual Election. It shall be appointed by the Board at its September meeting and serve until the close of the following Annual Meeting. It shall have at least five members with the following description and roles:

Committee Chair - Elected from & by DVCA Board, voting member
Vice Chairmen – A DVCA member who is not on the DVCA Board, voting member
Committee Member from DVCA - can be either on the Board or not, voting member
Committee Administrator - Normally DVCA Office Manager, non-voting member
Committee Observer - A volunteer NOT on DVCA Board, non-voting member

The Committee shall:

1. Notify the Members in the January and February Newsletters of the election. Such notice shall:
 - a. Request nominations,
 - b. State the number of positions to be filled,
 - c. Provide a form to submit nominations including space to include a résumé,
 - d. Provide notice that nominations will be closed on February 10th.

2. Verify that those nominated are eligible to hold office in accord with Article 2.14, delete nominations of those who are not eligible, and notify those whose names were deleted as to why their nomination was deleted.
3. Provide in the March Newsletter the names of the eligible candidates along with their résumés, the place, dates and times votes can be cast, and an explanation of the DVCA Election Process and verification requirements.
4. Obtain a ballot box, lock and key, and ballot box seal as described in the DVCA Election Manual prior to the commencement of voting.
5. Run the Election based on the processes and guidelines defined in the DVCA Election Manual.
6. After the voting is complete count the votes and verify the accuracy of the count by following the DVCA Election Manual, including cross tabulation.
7. Report the results of the election per the DVCA Election Manual and at the DVCA Annual Meeting.
8. Give the election materials, all of the ballots, and all of the worksheets and documents used in the counting process to the Office Manager for filing. The file shall be kept based on the guidelines in the DVCA Election Manual (at least until the next election).

- 5.2 Annual Election – The Election shall be held during the last week of March specifically on Tuesday through Friday during the hours the Deerfield Office is normally open for business and on Saturday between the hours of 10:00 a.m. and 2:00 p.m. In the event only one nomination is received for each position, an election shall never the less be conducted to assure members their write-in privilege. Voting will be in accord with Article 2.10. It will be in person or by proxy and by secret ballot that is deposited in a locked box that is only opened by the Election Committee following the close of the election as described in the DVCA Election Manual. Ballots received by mail, email, fax or dropped in the DVCA lockbox will not be counted.

ARTICLE VI MEETINGS OF TRUSTEES

- 6.1 General - The Board shall act or carry on the business of the Association at meetings open to the Members. Those matters or business transactions requiring a vote shall be discussed and voted on at an open meeting. Exception made for Executive Sessions only, but the vote must be taken at an open meeting. Minutes of all Regular and Special Meetings must be made available to the Members.
- 6.2 Regular Meeting - Regular Meetings of the Trustees shall be held monthly at the Recreation Center located at 4045 Deerfield Village Drive, with Public Notice given. All Regular Meetings shall be open to all Deerfield Village residents.
- 6.3 Special Meetings - Special Meetings of the Trustees may be called at any time by the President or by three of the Trustees acting jointly, or by one Trustee if there are less than three serving at that time. Public Notice shall be given and shall be open to all Deerfield Village residents.

- 6.4 **Quorum** - A two-thirds (2/3) majority of the Trustees currently serving shall constitute a Quorum for transaction of business and the vote of a majority of Trustees thus present shall be sufficient for the transaction of ordinary business of the Association and all other business except as otherwise provided by the Articles of Incorporation and these By-Laws.
- 6.5 **Waiver of Notice - Special Meetings** may be held without notice if each Trustee waives notice in writing and consents to the meeting, whether before or after the meeting time.
- 6.6 **A. Exceptions** - The Trustee may, under exceptional circumstances, carry on business on the Association without a formal meeting, upon consent in writing of all the Trustees. However, any action so taken must be described in the minutes of the next Regular Meeting of the Board. (See Procedures of the Board. Article 7.2A).

B. Rules governing the E-Mail voting process:

1. **Notification:** The President sends an E-Mail to all Trustees stating the problem in the form of a motion advising that he needs a waiver from a 2/3 majority of the Trustees currently serving and at least one (1) second.
2. **President:** The President acknowledges to all members that he has a quorum, motion and a second.
3. **Discussion:** Each member of the quorum discusses the motion and or votes.
4. **Acceptance:** Upon receipt of 2/3 members voting, President takes action as approved.
5. **Documentation:** The E-Mail messages constitute documentation of the action taken and must be entered by the Secretary into the minutes of the next regular meeting.
6. **Trustee Response:** Each trustee must copy all Board members with his waiver and second.

**ARTICLE VII
POWER AND DUTIES OF THE BOARD OF TRUSTEES**

- 7.1 **General** - The direction and management of the affairs of the Association including control and disposition of its property and fund shall be vested in the Board.
- 7.2 **Powers**
- A. The Board shall have the power to adopt procedures which shall be subject to these By-Laws and shall be attached to these By-Laws as standing rules.

B. The Board is required to act in the following areas:

1. The establishment of policy and procedure.
2. The preparation and approval of the Annual Budget.
3. The approval and execution of contracts.
4. The writing of checks and disbursement of funds.
5. The taking of any policy or legal action.
6. The collection of the Community Service Charge (Assessment).

C. Additionally, the Board shall have the power to:

1. Adopt and publish rules and regulations governing use of Common Area and facilities, and the personal conduct of the Members and their guests thereon, and, to establish penalties for infractions thereof. Such rights may be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations. Any such suspension is applicable to the Owner(s) of the premises, tenant(s), occupant(s) and their guest(s). However, in the event of an additional violation or violations in the same calendar year, or in the event of a pattern of continued violations (as determined by the Board) regardless of the period of time involved, such rights may be suspended for any duration as determined to be reasonable at the sole discretion of the Board without the necessity of first having a hearing. In the event the DVCA issues notice of suspension of such rights without a hearing, the Owner(s) may request to be placed on the agenda for the next Board meeting following ten (10) days from the date the Association receives the suspended Owner's written request for a hearing.
2. Suspend the voting rights and right to use the DVCA facilities and common areas for any Member during any period in which such Member is not a Member in Good Standing (see Article 2.9).
3. Employ a manager, independent contractors or such employees as they deem necessary and to prescribe their duties.
4. Exercise for the Association all powers, duties and authority vested in or delegated by the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation or the Restrictions.

7.3 Duties - It shall be the duty of the Board to:

- A. Keep a complete record of all its acts and corporate affairs and to present a statement thereof at the Annual Meeting of the Members and at any Special Meeting when such statement is requested in writing by one fourth (1/4) of all members who are entitled to cast a vote?

- B. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.**
- C. As more fully provided in the Restrictions:**
 - 1. Fix the amount of the Community Service Charge against each lot.**
 - 2. Send written notice of each such Charge to Lot Owner.**
 - 3. File a lien against any property for which such Charge (assessment) is not paid within one hundred and eighty (180) days after the January 1 due date and to bring action at law against the Owner personally obligated to pay the same if in the judgment of the Board is appropriate. (See Article 10.6).**
- D. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Community Service Charge has been paid. If a certificate states such Charge has been paid, such certificate shall be conclusive evidence of such payment.**
- E. Procure and maintain liability and hazard insurance on the property owned by the Association.**
- F. To cause the Common Area to be maintained, as required by the terms of the Deed of Gift from Friendswood Development Company to the Association.**

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

- 8.1 Enumeration of Officers - The offices of the Association shall be President, Vice-President, Secretary and Treasurer and such other officers as the Board may, from time to time, by resolution determine. The President and Vice-President shall be Trustees, unless there is only one Trustee serving at the time. Other officers need not be Trustees. No person shall simultaneously hold more than one office except in the case of Special Appointments created pursuant to Article 8.4.**
- 8.2 Election of Officers - Officers shall be elected annually at the Board meeting held for that purpose immediately following the Annual Meeting of the Members.**
- 8.3 Term of Office - Officers of the Association shall take office immediately following their election and shall serve until the end of the next Annual Meeting unless they shall sooner resign, be removed or otherwise be disqualified to serve. (See Article 8.6)**
- 8.4 Special Appointments - The Board may elect such other officers as the affairs of the Association may require, each of whom hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine not to exceed the term of office stated in Article 8.3.**

8.5 Resignation and Removal - Any officer may be removed from office With Cause (see Article 2.12) by the Board by an affirmative vote of two thirds (2/3) majority of those serving on the Board. An officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies - A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy serve for the remainder of the term vacated.

8.7 Compensation - Officers shall not receive any compensation for service they may render to the Association in any capacity. However, officers may be reimbursed for actual expenses incurred in the performance of their duties.

8.8 Duties - The duties of the officers are as follows:

A. President - The President shall:

- 1. Preside at all meetings of the Board.**
- 2. Be the chief executive officer of the Association**
- 3. Have general and active management of the business of the Association.**
- 4. See that all orders and resolutions of the Board are carried out.**
- 5. Execute, with Board approval, contracts, resolutions and other written instruments.**

B. Vice-President - The Vice-President shall:

- 1. Perform the duties of the President in case of his/her absence, inability or refusal to act.**
- 2. Exercise or discharge such other duties as may be required by the President of the Board.**

C. Secretary - The Secretary shall:

- 1. Record the votes and keep the Minutes of all meetings and proceedings of the Board and/or the Members.**
- 2. Keep, or cause to be kept, appropriate records of the Members of the Association and their addresses, including their telephone numbers and email addresses.**

D. Treasurer - The Treasurer shall:

1. **Keep, or cause to be kept, full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the Association.**
2. **Deposit, or cause to be deposited, all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.**
3. **Be authorized by the Board to designate depositories and to withdraw or transfer deposits or authorize others to do so in accordance with resolutions of the Board.**
4. **Disburse the funds of the Association in accordance with orders of resolutions of the Board, maintaining proper receipts and records for such disbursements.**
5. **Render to the President and the Board at its Regular Meetings, or when the President or Board so require, an account of all Association transactions and of the financial condition of the Association.**
6. **Give the Association a bond of such type, character and amount as the Board may require.**
7. **Act as agent for the Association in collection of Community Service Charge.**

ARTICLE IX COMMITTEES

- 9.1 Enumeration - The Board shall create and maintain the following Standing Committees:**
1. **Financial Services**
 2. **Recreation Center**
 3. **Security**
 4. **Deed Restrictions**
 5. **Community Services**
 6. **Tennis**
 7. **Swim Pool**
 8. **Landscape and Ground Maintenance**
- 9.2 Chairman and Membership - Each Standing Committee shall have a chairman who shall be selected by the Committee and approved by the Board to serve a one-year term. Membership of the Standing Committees is open to all Members in Good Standing (Article 2.9) who reside in Deerfield Village. However, membership of Deed Restrictions is subject to the recommendation of the Deeds Chair but limited to a maximum of Nine (9) members who are subject to Board approval.**

- 9.3 **Removal from Office - Any chairman may be removed as chairman from any Standing Committee, With Cause, by a vote of two thirds (2/3) majority of the serving Board.**
- 9.4 **Duties - The activities and responsibilities of the Standing Committee shall be governed by committee by-laws and procedures and shall include but not be limited to the following:**
- A. Financial Services Committee - Prepare the Annual Budget, establish Financial procedures, monitor income and expenditures, conduct periodic audits and submit insurance bids and contracts for Board approval.**
 - B. Recreation Center Committee - Provide social and recreational events which consider the needs and interests of the community.**
 - C. Security Committee - Encourage and promote crime prevention, safety and fire protection, Neighborhood Crime Watch Program and submit contracts and bids for required services for Board approval.**
 - D. Deed Restriction Committee - Monitor compliance with deed restrictions, architectural requirements and Protective Covenants. Submit to the Board any violation which may require legal action.**
 - E. Community Services Committee - Monitor services provided by contractors for garbage collection, mosquito control, street lighting, cable TV. Provide Members with information services (e.g., newsletters, directory, etc.). With Board approval, furnish, repair and maintain the Recreation Center and Annex and related building structures.**
 - F. Tennis Committee - Recommend rules governing court use, submit contracts and bids for court maintenance to the Board for approval and coordinate related activities (e.g., leagues, tournaments, lessons. etc.).**
 - G. Swim Pool Committee - Submit a pool service contract and bids for Board approval, monitor such services, recommend pool hours, pool rules and dates of opening and closing to the Board for approval; enforce established pool rules, coordinate related activities (e.g., swim team, special events, lessons. etc.).**
 - H. Landscape and Grounds Maintenance Committee - Submit for Board approval contracts and bids for the maintenance and enhancement of grounds, greenbelts, playground area and equipment, athletic field and related structures, street repair. Monitor services provided by contractors and others.**
- 9.5 **Additional Committees - The Board may create additional Standing and Special Committees, with such powers, duties and terms of appointment as the Board may determine, within the limits provided by the Articles of Incorporation and these By-Laws.**

ARTICLE X

GENERAL INFORMATION

- 10.1 **Annual Statement - The Board shall review at each Annual Meeting a full and clear statement of the business and condition of the Association.**
- 10.2 **Annual Budget - The Board shall prepare and adopt an Annual Budget that includes anticipated operating expenses by Committee as well as current year accruals (designated reserves) for capital and long-term maintenance items. Concurrently, the Board should strive to maintain an amount equal to approximately twenty (20) percent of the annual operating expenses for emergencies.**
- 10.3 **Checks - All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may, from time to time, designate or as may be designated pursuant to resolution of the Board.**
- 10.4 **Fiscal Year - The fiscal year of the Association shall be fixed by resolution of the Board.**
- 10.5 **Seal - The Association shall be in such form as may be proscribed by the Board. The seal may be used by causing it, or a facsimile thereof, to be impressed on, affixed to, or in any manner reproduced upon, instruments of any nature required to be executed by officers of the Association.**
- 10.6 **Books and Records - The Articles of Incorporation, By-Laws, Protective Covenants, financial records, minutes, contracts, correspondence and other and the Board shall be held at the Association's office or other place designated by the Board for as long as the Board shall determine. They shall be subject to inspection by Members with the exception of any documents referring to current litigation, personnel matters and violations of deed restrictions.**
- 10.7 **Indemnity - The Association shall indemnify any Trustee, former Trustee, officer or former officer of the Association for expenses and costs (including attorney's 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 Trustee or officer, except in relation to matters as to which such person shall have been guilty of willful misconduct with respect to any matter in which indemnity is sought.**
- 10.8 **Remedies for Non-Payment of Assessments - As more fully provided the restrictions, each Member is obligated to pay the Community Service Charge Special Assessments, payment of which is secured by a continuing lien upon the Property against which the assessment is made. Any Assessments which are not paid when due shall be delinquent. If the assessment is not paid by the due date, the assessment shall bear interest from the date of delinquency at a rate not to exceed the maximum permitted by law. Furthermore, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. Interest, costs, filing fees plus reasonable attorney's fees of any action, shall be added to the amount of such assessment. Owners may not waive or otherwise escape liability for assessments provided herein by non-use of the Common Area or abandonment of their Lots.**

ARTICLE XI APPEALS

- 11.1 A Member may appeal any decision of any Committee appointed pursuant to Article IX hereof to the Board provided that 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.
- 11.2 Appeals petitions shall be legibly written and shall be submitted in a form satisfactory to the Board.
- 11.3 Any Member filing an appeal as set forth above shall be entitled to a hearing before the Board upon at least ten (10) days prior written notice to all interested parties.
- 11.4 Following the hearing the Board may, by a majority vote, uphold decision of the committee in its entirety, may amend such decision or may overturn such decision.
- 11.5 A member shall exhaust all available remedies as herein provided before such Member may resort to a court of law for relief with respect to any committee decision, provided that such limitation shall not apply to the Board or any Member where the complaint alleges non-payment of assessments.

ARTICLE XII AMENDMENTS

- 12.1 General - These By-Laws are subject to the provisions of the Articles of Incorporation and restrictions (see Article 2.6)
- 12.2 Amendments - Amendments may be proposed in writing by any Member(s) to the Board. Such amendments may be approved by two thirds (2/3) majority at any Regular or Special Meeting of those serving on the Board, provided that notice of the proposed amendments is given in writing to all the Trustees at least ten (10) days before such meeting.

Amendment History Notes

Amended third sentence of Article 9.2.
Approved and passed by Board on February 10, 1988.

Amended Article 9.4 H - Added patio street maintenance to Landscape Committee.
Approved and passed by Board on March 26, 1991.

Amended Article 4.2 - Approved and passed by Board on April 22, 1991.

Amended Article 4.3 - Term of office to (3) years.
Approved and passed by Board January 24, 1994.

Amended Article 9.2 to read - membership to Deed Restrictions is limited to a maximum of nine (9) members. Approved by Board 1/23/95.

**Amended Article IV, Section 4.1 – Add 2nd and 3rd paragraph.
Approved by Board 3/27/95.**

Amended Article 9.2 to read - membership to Deed Restrictions is limited to a maximum of eleven (11) members. Approved by Board 8/24/98

**Amend Article VI, Section 6.6 - Add E-Mail Voting Process.
Approved by board 7/23/01.**

Amended Article 2.12 - With Cause - Approved by Board 11/26/07

**Amended Article 4.1 General to clarify the role of the Trustee on Committees
Approved by Board 4/28/08**

Added Article 2.9 and amended Articles 7.2.C.2 and 9.2 to define and handle references to “Members in Good Standing”. Approved by Board 7/28/08

Added Article 2.10 - Voting and Proxies to replace sections - Voting Rights and Proxies, added section 2.14 – Officers, updated articles 3.2 and 5.2 (numbering) and 4.2, replace old articles 5.1 and 5.2 with new ones. Approved by Board 9/22/08

Amended Article 2.10 and 7.2.C.2 to clarify that only members in good standing have the right to vote. Approved by Board on 1/26/09

Amended Article 5.1 to move the formation of the Election Committee to the September Board Meeting, expand the Election Committee to include an Observer position, and clarify the source and voting status of each Election Committee member. Approved by the Board on 8/27/18.

Amended Article 9.2 to read - membership of Deed Restrictions is limited to a maximum of eleven (9) members. This is a result of the change in process to have the DVCA Office responsible for drive-by of sections, and to allow a more consistent review. Approved by the Board on 01/28/2019.

Amended Article 7.2.C.1 to handle longer suspensions for repeat offenders of rules and regulations. Approved by Board on 2/28/22

Amended Article 8.8.C.2 to clarify that telephone numbers and emails are part of the Association records. Approved by Board on 9/25/23

Removed Article 7.2.C.5 regarding fines, as this will be addressed in the Unified PC, being worked on by the AGC Committee. Approved by Board on 11/25/2024

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Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$93.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2025-19761