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NOTICE
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OCV COMMUNITY ASSOCIATION, INC.

P. O. Box 1052
Cypress, Texas 77410-1052

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 SHARON R. KUESTER, who, being by me duly sworn according to law, stated the following under oath:

“My name is SHARON R. KUESTER. 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 OCV COMMUNITY ASSOCIATION, INC. (the “Association,” a Texas Non-Profit Corporation).

1. The name(s) of the Subdivision(s) is/are Oak Creek Village, Sections 1, 2, 3 and 4.
2. The name of the Association is OCV COMMUNITY ASSOCIATION, INC.
3. The recording data (i.e., Map or Plat reference) for each Section of the Subdivision, and the recording data for the Declaration (i.e., Deed Restrictions) for each Section of the Subdivision is as follows:

Map(s) or Plat(s) Records of Harris County, Texas:

Oak Creek Village, Section 1:	Volume 167, Page 133;
Oak Creek Village, Section 2:	Volume 177, Page 79;
Oak Creek Village, Section 3:	Volume 190, Page 137; and
Oak Creek Village, Section 4:	Volume 219, Page 51.

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Deed Restrictions (Deed Records of Harris County, Texas):

Oak Creek Village, Section 1:	County Clerk's File No. D112023;
Oak Creek Village, Section 2:	County Clerk's File No. D456907;
Oak Creek Village, Section 3:	County Clerk's File No. D755870; and
Oak Creek Village, Section 4:	County Clerk's File No. E359832.

4. Attached hereto is the original of, or a true and correct copy of, the following dedicatory instruments, including known amendments or supplements thereto, governing

the Association, which instruments have not previously been recorded in the Official Public Records of Real Property of Harris County, Texas: (i) Articles of Incorporation of OCV Community Association, Inc.; (ii) First Amendment to Articles of Incorporation of OCV Community Association, Inc.; (iii) By-Laws of OCV Community Association, Inc.; (iv) Oak Creek Village Clubhouse Rules and Information; (v) Oak Creek Village Tennis Rules; and (vi) Oak Creek Village Pool Rules and Information. The Association's dedicatory instruments are subject to being supplemented, amended or changed. Any questions regarding the dedicatory instruments of the Association may be directed to the Association's President, Sharon R. Kuester, 15111 Parkville, Houston, Texas 77068 - Tel. No. 281.444.1532. The Association's website is www.oakcreekvillage.org."

SIGNED on this the 21 day of December, 2011.

OCV COMMUNITY ASSOCIATION, INC. *10m*

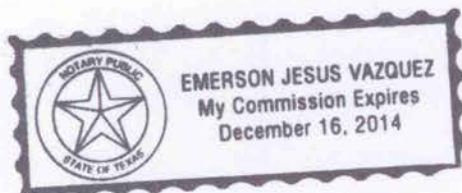
By: *Sharon R. Kuester*
Printed name: SHARON R. KUESTER
Office Held: President

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 21 day of December, 2011.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Return to: Michael T. Gainer
Attorney at Law
9801 Westheimer, Ste 302
Houston, TX 77042



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

OCV COMMUNITY ASSOCIATION, INC.
CHARTER NO. 278815

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

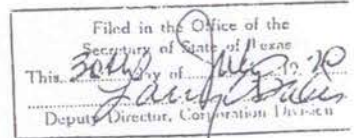
ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated July 30, 1970

Martin Dies Jr.
Secretary of State



ARTICLES OF INCORPORATION
OF
OCV COMMUNITY ASSOCIATION, INC.



We, the undersigned, natural persons of the age of twenty-one (21) 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.

The name of the Corporation is OCV Community Association, Inc.

ARTICLE II.

The Corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The exclusive purpose for which this not-for-profit Corporation is organized is to promote the social and civic welfare of the community known as Oak Creek Village in Harris County, Texas. Pursuant to this purpose, the Corporation shall acquire, erect, operate and maintain public works, not for profit, but exclusively to promote the public interest of such area. No part of the earnings of the Corporation shall inure to the benefit of any private person or entity. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation or participate in or intervene in any political campaign. Subject always to the provisions of this paragraph, the Corporation shall be authorized:

- (a) To own, maintain, provide, manage and operate all types of recreational and sports facilities;
- (b) To maintain, conduct, manage and operate a private club for sports and recreational activities of all types for the use and benefit of its members;

- (c) To supervise, control and manage the maintenance, improvement and beautification of residential subdivisions and the public areas located therein and to collect assessments for such purposes;
- (d) In general, to carry out any other business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act and to do any and all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE V.

The street address of the initial registered office of the Corporation is 1919 Allen Parkway, Houston, Texas, 77019, and the name of its initial registered agent at such address is R. H. Basden.

ARTICLE VI.

The number of directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

R. H. Basden	1919 Allen Parkway, Houston, Texas 77019
J. F. McComb, Jr.	1919 Allen Parkway, Houston, Texas 77019
T. W. Cossey	1919 Allen Parkway, Houston, Texas 77019

Vacancies in the Board of Directors created by an increase in the number of directors shall be filled by the affirmative vote of a majority of the directors in office at the time such increase is effected.

ARTICLE VII.

The name and street address of each incorporator is:

R. H. Basden	1919 Allen Parkway, Houston, Texas 77019
J. F. McComb, Jr.	1919 Allen Parkway, Houston, Texas 77019
T. W. Cossey	1919 Allen Parkway, Houston, Texas 77019

ARTICLE VIII.

This corporation shall have no members.


ARTICLE IX.

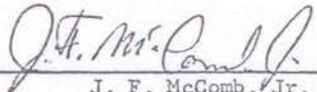
No part of the revenues of this corporation shall ever-inure, directly or indirectly, to the benefit of any private person or entity, and no director, officer or any other persons, at any time, either upon dissolution of this Corporation or in any other event, shall be considered the owner of or entitled, to any extent, to any of the assets, funds, properties or profits of this Corporation, all of which shall be used exclusively for the purposes for which this Corporation is formed.

ARTICLE X.

All of the property of this Corporation shall be held and administered to effectuate its purposes. In the event of liquidation, dissolution or winding up of this Corporation, whether voluntary or involuntary, all assets not otherwise required to be distributed or applied pursuant to the Texas Non-Profit Corporation Act shall be dedicated to the public or conveyed to Harris County, Texas, in trust for the public.

IN WITNESS WHEREOF, we have hereunto set our hands this 29th day of June, 1970.


R. H. Basden


J. F. McComb, Jr.


T. W. Cossey



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF

OCV COMMUNITY ASSOCIATION, INC.

Charter No. 278815

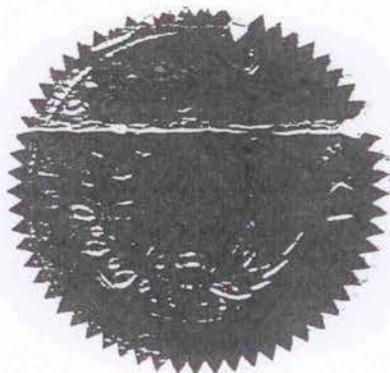
The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated October 18, 19 76.



Secretary of State



ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC.

§ § §

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation, OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC., adopted the following Articles of Amendment to its Articles of Incorporation for the benefit of the corporation and the residents of OAK CREEK VILLAGE, a subdivision in Houston, Harris County, Texas.

ARTICLE I

The Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. under Article numbered four (IV) with regard to the purpose or purposes for which the corporation is organized, provide as follows, to-wit:

"The exclusive purpose for which this not-for-profit Corporation is organized is to promote the social and civic welfare of the community known as Oak Creek Village in Harris County, Texas. Pursuant to this purpose, the Corporation shall acquire, erect, operate and maintain public works, not for profit, but exclusively to promote the public interest of such area. No part of the earnings of the Corporation shall inure to the benefit of any private person or entity. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation or participate in or intervene in any political campaign. Subject always to the provisions of this paragraph, the Corporation shall be authorized:

- (a) To own, maintain, provide, manage and operate all types of recreational and sports facilities;
- (b) To maintain, conduct, manage and operate a private club for sports and recreational activities of all types for the use and benefit of its members;

- (c) To supervise, control and manage the maintenance, improvement and beautification of residential subdivisions and the public areas located therein and to collect assessments for such purposes;
- (d) In general, to carry out any other business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act and to do any and all of the things hereinbefore set forth to the same extent as natural persons might or could do."

ARTICLE II

The following amendment to Article numbered four (IV) of the Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. was adopted by the Corporation on the ____ day of _____, 1976, and the said Article numbered four (IV) shall hereafter read as follows, to-wit:

The exclusive purpose for which this not-for-profit corporation is organized is to promote the social and civic welfare of the community known as Oak Creek Village, including all Sections thereof, in Harris County, Texas. Pursuant to this purpose, the Corporation shall acquire, erect, operate and maintain public works, not for profit, but exclusively to promote the public interest of such area. No part of the earnings of the Corporation shall inure to the benefit of any private person or entity. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation or participate in or intervene in any political campaign. Subject always to the provisions of this paragraph, the Corporation shall be authorized:

- (a) To own, maintain, provide, manage and operate all types of recreational and sports facilities;
- (b) To maintain, conduct, manage and operate a private club for sports and recreational activities of all types for the use and benefit of its members;
- (c) To supervise, control and manage the maintenance, improvement and beautification of residential subdivisions and the public areas located therein and to collect assessments for such purposes;

- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of the Harris County Clerk and as the same may be amended from time to time, said Declaration being herein incorporated by reference as if set forth herein at length;
- (e) To 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;
- (f) To 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, subject to Part Four of the Texas Miscellaneous Corporation Laws Act;
- (g) To borrow money, and with the assent of two-thirds (2/3) of the 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;
- (h) To dedicate, sell and transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such delegation or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer;
- (i) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidated or annexation shall have the assent of two-thirds (2/3) of the members;
- (j) In general, to carry out any other business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act and to do any and all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE III

The Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. under Article numbered eight (VIII) with regard to membership in OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC., provide as follows, to-wit:

"This corporation shall have no members."

ARTICLE IV

The following amendment to Article numbered eight (VIII) of the Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. was adopted by the Corporation on the ____ day of _____, 1976, and the said Article numbered eight (VIII) shall hereafter read as follows, to-wit:

"MEMBERSHIP - Every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association, and shall be entitled to one vote for each lot owned (called "Member Votes"). 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 determine, but in no event shall more than one vote be cast with respect to any lot. 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 any Lot which is subject to assessment by the Association."

ARTICLE V

The Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. under Article numbered ten (X) with regard to property of the Corporation, provide as follows, to-wit:

"All of the property of this Corporation shall be held and administered to effectuate its purposes. In the event of liquidation, dissolution or winding up of this Corporation, whether voluntary or involuntary, all assets not otherwise required to be distributed or applied pur-

suant to the Texas Non-Profit Corporation Act shall be dedicated to the public or conveyed to Harris County, Texas, in trust for the public."

ARTICLE VI

The following amendment to Article numbered ten(X) of the Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. was adopted by the corporation on the ____ day of _____, 1976, and the said Article numbered ten (X) shall hereafter read as follows, to-wit:

"DISSOLUTION - The Association may be dissolved upon the affirmative vote of not less than two-thirds (2/3rds) of the member votes. 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 this 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 other organization to be devoted to such similar purposes."

ARTICLE VII

The following amendment to the Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. was adopted by the Corporation on the ____ day of _____, 1976, and said amendment shall be made a part of said Articles of Incorporation as Article numbered eleven (XI), and the said Article numbered eleven (XI) shall read as follows, to-wit:

"Amendment - Amendment of these Articles shall require the affirmative votes of three-fourths (3/4th) of the member votes of the Corporation."

ARTICLE VIII

The foregoing amendments to the Articles of Incorporation of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC. were duly adopted at a meeting of the Board of Directors of the Corporation held on the ____ day of _____, 1976, at which all Directors were present, there being no members having the right

to vote with respect thereto, and all said amendments received at least two-thirds (2/3) of the votes of such Directors at the meeting.

OAK CREEK VILLAGE
COMMUNITY ASSOCIATION, INC.

By _____
President

ATTEST:

Secretary

THE STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned Notary Public, hereby certify that on the ____ day of _____, 1976, personally appeared before me _____, who being by my first duly sworn declared under oath to me that he is the President of OAK CREEK VILLAGE COMMUNITY ASSOCIATION, INC., and that he signed the foregoing document in such capacity as the true act and deed of said corporation, and that the statements therein contained are true and correct.

Notary Public in and for
Harris County, Texas

BY-LAWS
OF
OCV COMMUNITY ASSOCIATION, INC.

The By-laws of OCV COMMUNITEE ASSOCIATION, INC., as adopted November 29, 1976 to replace the By-laws of said corporation adopted October 1, 1970, the same having been repealed by the Directors of the Corporation on November 29, 1976, amended April 19, 1979, April 29, 1984, May 18, 1986 and April 7, 1987 as follows:

ARTICLE I

NAME AND LOCATION. The name of the corporation is OCV COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principle office of the corporation shall be located at _____, 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 OCV COMMUNITY ASSOCIATION, INC., a Texas Non-Profit Corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to all sections of Oak Creek Village Subdivision, additions in Harris County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The regular annual meeting of the members shall be held on the third Thursday of April at the hour of 8:00 o'clock P.M., unless otherwise designated by the Board.

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 membership.

Section 3. Notice of Meetings. Written notices of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or delivery of a copy of such notice, at least 15 days before such meeting to each member entitled to vote thereat; such mailing or delivery of notice shall be at 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 one-tenth (1/10) of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Article of Incorporation, the Declaration of Restrictions pertaining to Oak Creek Village Subdivision, or these By-laws. If, however, such quorum shall not be present at any such meeting, the members entitled to vote thereat shall have the 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.

Section 5. Voting. A person or entity shall be entitled to vote at any such meeting of the members of the Association if, and only if, any and all amounts due and owing to the Association for the then current year and all prior years, by virtue of the annual maintenance assessments as to his Lot or Lots, have been paid in full.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors, selected from the membership.

Section 2. Term of Office. On each annual meeting day the members shall elect, for a term of two years, replacements for the directors whose terms have expired.

Section 3. Removal. Any director may be removed from the Board, with or without cause by a majority vote of

members of the Association. Any director who ceases to be a member shall automatically terminate as a director. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the next general election, when a director shall be elected for the remainder of the unexpired term. Alternatively, the board may call a special election, at which the successor shall be chosen by the membership and shall serve for the remainder of the unexpired term.

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

Section 5. 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 shall be made by a Nominating Committee. Nominations may also be made by petition with signatures of fifteen (15) members filed with the secretary two weeks before the annual meeting. The Nominating Committee shall consist of three or more members, appointed by the Board. 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 the members of the Association only.

Section 2. Election. Election of the Board of Directors shall be made by secret written ballot. At such election, the members may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected, provided that at least the number of votes cast equals a quorum as provided by these By-laws. Cumulative voting is not permitted. Voting shall be from 4:00 P.M. to 8:00 P.M. on the day of the annual meeting of members. Provisions for absentee voting by the membership shall be made by the Board of Directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, at such place and

hour as may be fixed from time to time by resolution of the Board

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 three Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of the 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

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 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 60 days for 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 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 members who are entitled to 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 Declaration, to:

(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, at the Board's option, the lien against any property 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 to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. ~~reasonable charge~~ 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) cause the Common Area to be maintained, and;

(h) approve an annual budget.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, and a treasurer, who shall at all times be members of the Board of Directors, a secretary, 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 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 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 of any of the other offices except in the case of special offices created pursuant to Section 4 of the 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.

(b) 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.

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 a timely manner, in appropriate bank accounts all monies of the Association and shall disburse, in a timely manner, 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 accounts; ~~of the Association books to be made by a~~ ~~certified public accountant at the completion of every~~ ~~fiscal years, at any time deemed necessary by the~~ Board of Directors; and shall prepare an annual budget and a statement of income and expenditures for the Board of Directors.

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 a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declarations of Restrictions, each member is obligated to pay to the Association annual and special assessments which are assured by continuing lien upon the property against which the assessment is made. ~~Special assessments~~ may be approved at a ballot box election, at a time and place designated by the Board of Directors by a vote of two thirds (2/3) of the members voting at which a quorum as defined by these By-laws voted. 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 (10%) percent per annum, and the Association may bring an action at law against the property, 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 nonuse of the Common Area or abandonment of his Lot(s).

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: OCV COMMUNITY ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

These By-laws may be amended, at a ballot box election, at a time and place designated by the Board by a vote of 2/3's of a quorum as defined by these By-laws. A public

hearing for the purpose of discussing the proposed amendment(s) must be held no more than thirty (30) days nor less than five (5) days prior to the election. The Board shall give notice of the hearing and election as provided by these By-laws, which notice shall include the proposed amendment(s).

ARTICLE XIV

CONFLICTS

In the case of any conflict(s) between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control; and in the case of a conflict between the Declaration of Restrictions and these By-laws, the Declaration of Restrictions shall control.

ARTICLE XV

MISCELLANEOUS

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.

ARTICLE XVI

INDEMNITY

Each director and officer of OCV COMMUNITY ASSOCIATION, INC., shall be indemnified by OCV COMMUNITY ASSOCIATION, INC., against any and all claims and liabilities to which he or she has or shall become subject by reason of serving or having served as such director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by such director or officer; and OCV COMMUNITY ASSOCIATION, INC., shall reimburse each such person for all legal expenses reasonably incurred by such director or officer in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

Clubhouse Rules and Information

Residents of OCV, or groups of which OCV residents are members, may reserve the clubhouse. The clubhouse must be rented by the homeowner. All Teenage functions must be chaperoned by an adult or adults. Check monthly newsletter for agent to contact for reservations and rental of club house and pool.

Use and Maintenance of OCV Clubhouse and Property

Please review these rules regarding use and maintenance of OCV clubhouse property. Please keep for your reference.

UPON ENTERING:

1. Please note clubhouse lights and fan controls are located on left hand wall.
2. Heating and air conditioning are operated by thermostat on left hand wall. Suggested heat setting is 68°F. Suggested air conditioning setting is 78°F.

CARE OF THE FACILITIES:

1. When moving tables and chairs, please pick up – DO NOT DRAG across floor.
2. Please do not allow your guests to sit on the tables. Use tables and chairs inside clubhouse only.
3. Do not tape, tack or nail decorations or posters to clubhouse walls.
4. Do not smoke in clubhouse, including kitchen, guardroom and restrooms.
5. Do not use fireplace.
6. Cover clubhouse tables with newspapers or cloths when using craft materials.

UPON EXITING:

1. Restrooms: Be sure water is off. Flush toilets. Turn off lights and fans. Lockdoor.
2. Kitchen: Be sure stove and oven are off and microwave is empty. Wipe down counter top, oven, sink and refrigerator. Turn off light and fan. Lock exterior door, as well as deadbolt to clubhouse.
3. Guardroom: Turn off light. Lock exterior door, as well as deadbolt to club house.
4. Floors: Mop up any spills. Sweep floors.
5. Wipe clubhouse tables and brush off chairs
6. Bag your trash and place in large, green, outside trash receptacle.
7. Close and lock all windows. Close blinds. Exit by front clubhouse door. Be sure to lock it.
8. Key must be returned immediately after daytime use of the clubhouse. For evening use of the clubhouse, the key must be returned no later than 10:00 a.m. the day following use.

** Renter must supply the following for use during rental and for cleanup following the rental: garbage bags, kitchen towels, any and all kitchen utensils, all purpose cleaning sprays, etc. The clubhouse will be supplied with broom, dustpan, mop and bucket.

Lack of adherence to the above guidelines may be grounds for refusing your group's continued use of the OCV clubhouse and loss of your deposit.

Rental charges are \$50.00 per private party and \$10.00 per meeting. There is also a \$50.00 deposit required for parties and meetings. (See section on "Clubhouse/

Facilities use by Non-Profit OCV Groups.") This will be returned after clubhouse is checked and found in good order. Money should be paid to agent before clubhouse is used. Checks should be made payable to OCV Community Association, Inc. These charges are subject to change with the approval of the Oak Creek Community Association.

Clubhouse/Facilities Use By Non-Profit OCV Groups

1. A list of OCV organizations has been prepared for approval by the OCV Board. Each organization will provide a list of its members and their addresses if requested.
2. To be recognized as an OCV organization, at least one of the following criteria must apply:
 - * The leader, or official assistant leader should be an OCV homeowner in good standing.
 - * OCV homeowners must comprise the largest single group within the organization.
3. Each organization will pay a \$50.00 deposit for OCV's fiscal year, or for the event or portion of the year that the groups is active.
4. If the organization has its own insurance, a copy of the proof of coverage must be given to the OCV Association.
5. Each organization must perform at least one OCV community project during the year or forfeit its deposit. The organization must submit its project to the OCV Board for approval.
6. Damage to any of the facilities must be immediately repaired by the responsible group; if not, the group will lose its deposit and will also lose the right to use any of the facilities for an indefinite time as determined by the Board.
7. Each group, in addition to OCV's regular cleanings, will clean up after its function.
8. Other than the deposit, there will be no additional meeting or annual charges assessed for non-profit/community meetings.
9. Fees and rules for private parties and meetings remain the same: \$50.00 for either clubhouse or pool individually; \$75.00 for both. Lifeguards are additional.

The rules above will apply to all groups wishing to use the following facilities (individually or in any combination):

- * OCV Clubhouse
- * Swimming pool and grounds
- * Tennis courts

NOTES:

- No smoking will be permitted in the clubhouse.

The following list of organizations is recommended for approval by the OCV Board:

- OCV Women's Club
- OCV Garden Club
- OCV Babysitting Co-op
- OCV Swim Team
- OCV Bridge Club
- Aquathenics
- OCV Men's Tennis Team
- OCV Women's Tennis Team
- Cub Scouts (figured by individual dens)
- Girl Scouts (figured by individual troops)
- YMCA Indian Guides and Princess Program (figured by individual tribes)

New groups must ask for Board approval.

Oak Creek Village Tennis Rules

1. Court reservations are limited to one hour.
2. Any one person may sign up for only one hour per day. (This one hour may be for any tennis player in the family.)
3. Sign-ups are limited to one per family after 4:00 p.m. (on weekdays).
4. Sign-ups are limited to one per family per day on weekends (Saturday & Sunday).
5. Same two singles players are limited to one hour playing time per day.
6. Same four players are limited to two hours of doubles play per day, provided two individuals reserve court one hour each.
7. During summer recess from school:
Players under 16 years of age may not reserve courts on weekdays AFTER 5:00 p.m. or on Saturdays and Sundays BEFORE 2:00 p.m. Open sign-up at all other times.
8. Practice board on back court not to be used between 10:00 p.m. and 8:00 a.m.
9. Reservations sheets will be posted for TWO days in advance at 8:00 p.m. Persons who are on the courts from 7 - 8 p.m. may not sign the reservation sheet until everyone waiting in line by 8 p.m. has had an opportunity to sign.
10. Courts are for RESIDENTS ONLY. Guest must be accompanied by resident.
11. Tennis shoes ONLY are to be worn on the playing surface.
12. No vehicles of any kind (bicycles, minibikes, etc.) are allowed on the courts.
13. If you fail to appear by 10 minutes after your reserved starting time, the court becomes available to anyone on a first come basis.
14. You must have a key to enter the courts. Contact recreation director to get a key. There is a charge for a key.
15. Please close and lock court gates when you leave.

Oak Creek Village Pool Rules and Information

1. The pool is for the use of Oak Creek Village residents and their guests only. O.C.V pool passes are required to enter pool area. Guests must pay a guest fee and be a bona fide guest of an Oak Creek Village resident.
2. Each Oak Creek Village family is allowed to sign in TWO (2) guests per family, NOT PER POOL PASS. Immediate family members do not count as guests to the limits of the pool pass, however they must still be signed in and the fee paid. Immediate family members shall be defined as brother, sisters, parents, children and grandchildren. Any friends or non-immediate family members must be signed-in and the fee paid.
3. Parents are responsible for their children and guests in the pool area.
4. There is to be no alcoholic beverages or smoking in the pool enclosure.
5. All children under ten (10) years of age must be accompanied by a parent or responsible baby-sitter.
6. Life guards are employed to insure safety of swimmers. They have the authority to remove from the pool area anyone disobeying the rules or endangering the safety of himself or another person. The life guard has the authority to suspend the offender up to five (5) days. Repeat violations may result in revocation of swimming privileges for the remainder of the summer.
7. During the hourly 10 minute rest period, ALL CHILDREN are to be totally out of the water.
8. No running, scuffling, wrestling, or horseplay will be allowed around the pool.
9. Only plastic or paper cups are allowed in the pool area. Glasses and bottles are prohibited.
10. NO PETS are allowed in the pool area.
11. All persons entering the pool for the first time may be required to take a swim test before entering the deep end of the pool
12. Cocoa butter, baby oil, margarine, and similar materials are not soluble in the pool water. Please use commercial suntan preparations only.
13. Swim suits will be required for all persons entering the pool.
14. Styrofoam objects such as floating rings are not allowed in the pool.
15. Anyone caught swimming after hours will be banned from the pool for the remainder of the summer.
16. Anytime lightning is seen by the life guard, the pool will be closed for one hour or until the lightning stops.

FOR POOL RENTAL CALL PHONE NUMBER LISTED IN NEWSLETTER

17. Any groups consisting of more than eight (8) non-family members will be required to rent the pool area. To rent the pool area you must contact the Clubhouse Manager and pay a fee of \$50.00 as well as a deposit of \$50.00. This fee is to help off-set the cost of bringing in additional life guards.
18. Rental fees for just the pool are \$50.00 plus a \$50.00 deposit. The deposit will be returned after pool area has been checked and found in good order. To rent the pool plus the kitchen area of the clubhouse, the fee is \$60.00. To rent both the pool and the clubhouse the rental is \$75.00 plus a \$50.00 deposit FOR EACH. The deposit will be returned after both areas have been checked and found in good order. (subject to change.) For other rental rates call Recreation Director. (See newsletter for number.)

19. For every pool party you will have to have a life guard for any number of guests over 14. You will have to use the same guard company used by the Community Association. Large parties may require additional guards.

Play Rules

The following play rules are posted near the large enclosed play area.

USE EQUIPMENT AT YOUR OWN RISK!

OCV IS NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES.

BE CAREFUL AND CONSIDERATE:

- ★ Do NOT damage equipment
- ★ Do not throw gravel or put gravel on equipment
- ★ Keep gravel in play area
- ★ No pushing or rough play
- ★ No glass containers
- ★ No profanity

Equipment provided for children ages 12 years and younger. Children under 7 years MUST be accompanied by a responsible person. Adult supervision is recommended.

KEEP OUR PLAY AREA SAFE AND CLEAN

Guidelines for Satellite Dish Installation

The following guidelines are intended to expedite the approval process for satellite dish installation.

1. Satellite dish antennae should be located in the backyard, screened from street view.
2. If the yard is located on a corner lot, the dish should not be readily noticeable from street view.
3. If items 1 and 2 prevent the homeowner from receiving an acceptable signal, the homeowner may propose an alternate location under the following conditions.
 - a. If attached to the house, the antenna must be unobtrusive.
 - b. If visible from the street, additional screening may be necessary per the discretion of the Architectural Control Committee.
 - c. Review may be required by the full Architectural Control Committee, which could significantly delay approval.

Return to: Michael T. Frauer
Attorney at Law
9801 Westheimer, Ste 302
Houston, TX 77042

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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.

Star Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2011 DEC 29 PM 3:46

FILED

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

DEC 29 2011



Stan Stansitt
COUNTY CLERK
HARRIS COUNTY, TEXAS