

EXHIBIT "B"

BY LAWS OF
PLAINSMAN ASSOCIATION

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

Section One: Apartment Ownership. The project on Lots One (1), Two (2), Three (3) and Four (4) of Bloch Four (4) Enchanted Meadows First (1st) Installment, a subdivision in the City of Bryan, Brazos County, Texas, known as PLAINSMAN ASSOCIATION, is submitted to the provisions of Section 13 of Article 1301a of the Revised Civil Statutes of Texas.

Section Two: Bylaws Applicability. The provisions of these bylaws are applicable to the project. (The term "project" as used herein shall include the land.)

Section Three: Personal Application. All present or future owners, tenants, future tenants, of their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these bylaws.

The mere acquisition or rental of any of the family units, herein referred to as units, of the project or the mere act of occupancy of any of the units will signify that these bylaws and provisions of the master deed are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section One: Voting. Each of the family units are entitled to one vote, as set forth in the master deed.

Section Two: Majority of Owners. As used in these bylaws, the term "majority of owners" shall mean at least seven (7).

Section Three: Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this article shall constitute a quorum.

Section Four: Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section One: Association Responsibilities. The owners of the units will constitute the PLAINSMAN ASSOCIATION, hereinafter referred to as association, who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments, and arranging for the management of the project.

Except as otherwise provided, decisions and resolutions of the association shall require approval by a majority of owners.

Section Two: Place of Meetings. Meetings of the association shall be held at such suitable place convenient to the owners as may be designated by the board of directors.

Section Three: Annual Meetings. The first annual meeting of the association shall be held on OR ABOUT Jan 1, 1974, and thereafter, annual meetings shall be held on the second Monday of each Jan of each succeeding year. At such meetings there shall be elected by ballot a board of directors in accordance with the requirements of Section Five of Article IV of these bylaws. The owners may also transact such other business of the association as may properly come before them.

Section Four: Special Meetings. It shall be the duty of the president to call a special meeting of the owners as directed by resolution of the board of directors or on a petition signed by a majority of the owners and having been presented to the secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section Five: Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the

meeting, to each owner of record at least five but not more than ten days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Section Six: Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section Seven: Order of Business. The order of business at all association meetings shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV

BOARD OF DIRECTORS

Section One: Number and Qualification. The association's affairs shall be governed by a board of directors composed of three (3) persons, all of whom must be owners of units in the project.

Section Two: Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of association's affairs and may do all such acts and things as are not by law or by these bylaws directed to be exercised and done by the owners.

Section Three: Other Duties. In addition to the duties imposed by these bylaws or by resolutions of association, the board of directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the project and common areas and facilities.

(b) Collection of monthly assessments from the owners.

(c) Designation and dismissal of the personnel for the maintenance and operation of the project, the common areas and facilities.

Section Four: Management Agent. The board of directors, in its discretion, may employ for association a management agent at a compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the express responsibility for the damages and liabilities if his failure to do so may endanger.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit areas shall be at the owner's expense.

(c) An owner shall reimburse association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault or that of his family, guest invitees or lessees.

Section Three: Use of Family Units - Internal Changes.

(a) All units shall be utilized for residential purpose only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying association in writing, through the president of the board of directors. The association shall have the obligation to answer within three (3) days from receipt of the notice and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section Four: Use of Common Areas and Facilities.

(a) An owner shall not place or cause to be placed in the common area or facility any objects of any kind or to obstruct passageway of the drives or do any act that interferes with the use of the common area by the other owners.

(b) An owner shall not use any of the common area in such manner as to create a nuisance or disturbance of the peace, and shall cooperate in keeping same in a clean and sanitary condition at all times.

Section Five: Right of Entry.

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the board of directors or association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives when so required, to enter his unit for the purpose of installing, altering or repairing the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section Ten: Special Meetings. Special meetings of the board of directors may be called by the president on three day's notice to each director, given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and no like notice on the written request of at least two directors.

Section Eleven: Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section Twelve: Board of Director's Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of

of the quorum shall be the acts of the board of directors.

Section Thirteen: Fidelity Bonds. The board of directors shall require that all officers and employees of the association handling of responsible for association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the association.

ARTICLE V

OFFICERS

Section One: Designation. The principal officers of the association shall be a president, vice-president and secretary-treasurer, all of whom shall be members of the board of directors.

Section Two: Election of Officers. The officers of the association shall be elected annually by the board of directors at the organization meeting of each new board and shall hold office at the pleasure of the board.

Section Three: Removal of Officers. On an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successors elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

Section Four: President. The president shall be the chief executive officer of the association. He shall preside at all meetings of the association and of the board of directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of association's affairs.

Section Five: Vice-President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vicepresident is able to act, the board of directors shall appoint some other member of the board to do so on an interim basis. The vice-president shall perform also such other duties as shall from time to time be imposed on him by the board of directors.

Section Six: Secretary - Treasurer. As secretary, he shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the association; he shall, in general, perform all the duties incident to the office of secretary.

As treasurer, he shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the association. He shall be responsible for all moneys and other valuable effects in the name, and to the credit of the association in such depositories as may from time to time be designated by the board of directors.

ARTICLE SIX

OBLIGATIONS OF THE OWNERS

Section One: Assessments. All owners are obligated to pay monthly assessments imposed by the association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be equal to each family unit or townhouse regardless of size. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements.

The assessments levied by the association shall be used for the following, in addition to the insurance premiums above mentioned:

(a) to promote the recreation, health, safety and welfare of the residents of the family units and for the improvement and maintenance of the common area.

(b) In addition to maintenance upon the common area, the association shall provide exterior maintenance upon each of the townhouses or family units subject to assessment hereunder, follows: paint and otherwise care for the exterior surfaces, trees, shrubs, grass and walks.

Section Two: Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes at a special meeting of association.

Section Three: Date of Commencement of Assessments. The monthly assessments provided for herein shall commence as to all owners at such time as the board of directors shall determine. The board of directors shall fix the amount of the monthly assessment against each family unit at least thirty (30) days in advance of each monthly assessment period. Written notice of the monthly assessment shall be sent to every owner subject thereto. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified family unit or townhouse have been paid.

Section Four: Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other owners being duties listed in Section Three of this article.

Section Five: Election and Term of Office. At the first annual meeting of the association the term of office of one of the directors shall be fixed for three years; the term of one director shall be fixed at two years, and the term of the third directors shall be fixed at one year. At the expiration of the initial term of office of each respective directors, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting. Any director may be elected to succeed himself.

Section Six: Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the association shall be filled by vote of the remaining directors; and each person so elected shall be a director until successor is elected at the association's next annual meeting.

Section Seven: Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section Eight: Organization Meeting. The first meeting of the newly elected board of directors shall be held within 10 days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order to legally constitute such meeting, provided a majority of the whole board shall be present.

Section Nine: Regular Meetings. Regular meetings of the board directors may be held at such time and place as shall be determined from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

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Section Six: Rules of Conduct.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project except as authorized by association.

(b) Residents shall exercise extreme care in making noise or using musical instruments, radios, television, and amplifiers that may disturb other residents. Keeping of domestic animals will be in accordance with the applicable laws of the City of B. Texas.

(c) Hanging of garments, rugs and the like, from windows, or balconies, or by beating on the exterior part of the unit is prohibited.

(e) Throwing of garbage or trash outside the disposal installations provided for such purposes in the service area is prohibited.

(f) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machine air conditioning units, or the like, on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the association.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section One: Bylaws. These bylaws may be amended by the association in a duly constituted meeting for such purpose, and an amendment shall take effect unless approved by owners representing at least 3/4th of the owners, to-wit, at least 9 owners.

ARTICLE VIII

MORTGAGEES

Section One: Notice to Association. An owner who mortgages his unit shall notify association through the president of the board of directors, or management agent, if any, the name and address of his mortgagee; and the association shall maintain such information in a book entitled "Mortgagees of Unit".

Section Two: Notice of Unpaid Assessments. The association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These bylaws are set forth to comply with the requirements of Section 13 and other pertinent provisions of Article 1301a of the Revised Civil Statutes of the State of Texas. In case any of these bylaws conflict with the provisions of that statute, it is

hereby agreed and accepted that the provisions of the statute will apply.

IN WITNESS WHEREOF, the undersigned, being the sole owners of the entire project, have hereunto set our hands this 11th day of December, A.D. 1972.

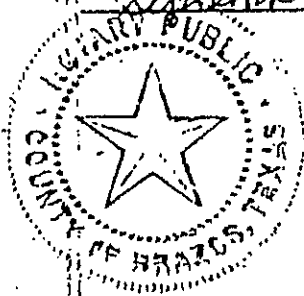
Warren C. Harmon
WARREN C. HARMON

Nancy Harmon
NANCY HARMON

THE STATE OF TEXAS X
 X
COUNTY OF BRAZOS X

BEFORE ME, the undersigned authority, on this day personally appeared Warren C. Harmon and Nancy Harmon, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September, A.D. 1973



Rebecca A. Harmon
Notary Public in and for
Brazos County, Texas.

STATE OF TEXAS)
COUNTY OF BRAZOS)

I, Frank Boriskie, Clerk of the County Court in and for Brazos County, Texas, do hereby certify that this instrument was FILED on the date and at the time stamped hereon and RECORDED in the volume and page of the Deed Records of said County on the date stamped hereon.

Frank Boriskie, County Clerk
Brazos County, Texas
Richard M. Good, Deputy