

WINDVIEW HOMEOWNERS ASSOCIATION, INC.  
(A Texas Non-Profit CORPORATION)  
BY-LAWS

PREPARED 1984  
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AMENDMENT IX (ARTICLE 1.1 NAME AND ADDRESS)  
AMENDMENT X (ARTICLE 4.9 VOTING)  
AMENDMENT XI (ARTICLE 5.4 TERMINATION)  
AMENDMENT XII (ARTICLE 12.2 CONFLICTS)  
AMENDMENT XIII (ARTICLE 5.2 MEMBERS)

THE WINDVIEW HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit CORPORATION)  
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TABLE OF CONTENTS	PAGE
ARTICLE I - NAME AND PRINCIPAL OFFICE	
Paragraph 1.1 - NAME AND ADDRESS.....	4
ARTICLE II - PURPOSES, POWERS AND RIGHTS	
Paragraph 2.1 - PURPOSES.....	4
ARTICLE III - REGISTERED OFFICE AND AGENT	
Paragraph 3.1 - OFFICE AND AGENT.....	4
ARTICLE IV - MEMBERSHIP, VOTING RIGHTS, MEETINGS AND ASSESSMENTS	
Paragraph 4.1 - MEMBERSHIP.....	5
Paragraph 4.2 - VOTING RIGHT.....	5
Paragraph 4.3 - ANNUAL MEETINGS.....	5
Paragraph 4.4 - SPECIAL MEETINGS.....	6
Paragraph 4.5 - QUORUM.....	6
Paragraph 4.6 - PROXIES.....	6
Paragraph 4.7 - ASSESSMENTS.....	6
Paragraph 4.8 - PRESIDING OFFICER.....	6
Paragraph 4.9 - VOTING.....	6
Paragraph 4.10 - INFORMAL ACTION.....	7
ARTICLE V - BOARD OF DIRECTORS	
Paragraph 5.1 - POWERS.....	7
Paragraph 5.2 - MEMBERS.....	7
Paragraph 5.3 - MEETINGS.....	7
Paragraph 5.4 - TERMINATION.....	7
ARTICLE VI - OFFICERS AND DUTIES	
Paragraph 6.1 - OFFICERS.....	8
Paragraph 6.2 - PRESIDENT.....	8
Paragraph 6.3 - VICE PRESIDENT.....	8
Paragraph 6.4 - TREASURER.....	8
Paragraph 6.5 - ASSISTANT TREASURER.....	8
Paragraph 6.6 - SECRETARY.....	9
Paragraph 6.7 - CHECKS AND CONTRACTS.....	9
ARTICLE VII - BOARD RESPONSIBILITIES	
Paragraph 7.1 - AUTHORIZED AGENTS.....	9
Paragraph 7.2 - PAYMENTS.....	9
Paragraph 7.3 - CORPORATE FUNDS.....	9
Paragraph 7.4 - BUDGET.....	9
Paragraph 7.5 - INSURANCE.....	10
Paragraph 7.6 - EMPLOYEES.....	10
Paragraph 7.7 - RESTRICTIONS.....	10

ARTICLE VIII- CORPORATE MATTERS

Paragraph 8.1 - FISCAL YEAR.....10

Paragraph 8.2 - CORPORATE SEAL.....10

Paragraph 8.3 - COMPENSATION.....10

Paragraph 8.4 - DIRECTOR AND OFFICER RESIGNATIONS.....10

Paragraph 8.5 - INTERNAL AUDIT.....10

ARTICLE IX - INDEMNIFICATION

Paragraph 9.1 - INDEMNIFICATION OF OFFICERS.....10  
AND PERSONNEL

Paragraph 9.2 - LIMITATIONS.....11

ARTICLE X - THE PROPERTY RIGHTS IN COMMON PROPERTIES

Paragraph 10.1 - MEMBER EASEMENTS OF ENJOYMENT.....11

Paragraph 10.2 - EXTENT OF MEMBERS EASEMENTS.....11

ARTICLE XI - COVENANT FOR MAINTENANCE ASSESSMNETS

Paragraph 11.1 - CREATION OF THE LIEN AND PERSONNEL  
OBLIGATIONS OF ASSESSMENT.....12

Paragraph 11.2 - PURPOSE OF ASSESSMENTS.....12

Paragraph 11.3 - SPECIAL ASSESSMENTS FOR CAPITAL  
IMPROVEMENTS.....12

Paragraph 11.4 - EFFECT OF NON-PAYMENT OF ASSESSMENT:  
THE PERSONAL OBLIGATION OF THE OWNER;  
THE LEIN; REMEDIES OF THE  
ASSOCIATION.....13

ARTICLE II - AMENDMENTS

Paragraph 12.1 - REQUIREMENTS.....13

Paragraph 12.2 - CONFLICTS.....13

ATTACHMENT 1 - AMENDMENT I

Paragraph 4.9 - VOTING.....14

ATTACHMENT 2 - AMENDMENT II, AMENDMENT III, & AMENDMENT IV

Paragraph 5.2 - MEMBERS.....15

Paragraph 5.3 - MEETINGS.....16

Paragraph 6.1 - OFFICERS.....16

ATTACHMENT 3 - AMENDMENT V, AMENDMENT VI, & AMENDMENT VII

Paragraph 4.2 - VOTING RIGHTS.....18

Paragraph 4.4 - SPECIAL MEETINGS.....18

Paragraph 9.1 - INDEMNIFICATION OF OFFICERS & PERSONNEL..19

ATTACHMENT 4 - AMENDMENT VIII, AMENDMENT IX, AMENDMENT X,  
AMENDMENT XI, AMENDMENT XII, AMENDMENT XIII

Paragraph 11.4 - EFFECT OF NON-PAYMENT OF ASSESSMENT.....21

Paragraph 1.1 - NAME AND ADDRESS.....22

Paragraph 4.9 - VOTING.....22

Paragraph 5.4 - TERMINATION.....22

Paragraph 12.2 - CONFLICTS.....23

Paragraph 5.2 - MEMBERS.....23

## ARTICLE I

### NAME AND PRINCIPAL OFFICE

1.1 NAME AND ADDRESS. The name of this Corporation shall be WINDVIEW HOMEOWNERS ASSOCIATION, INC. (hereinafter called "Corporation" or "Association"). Its principal office shall be located at Colleyville, Texas 76034.

## ARTICLE II

### PURPOSES, POWERS AND RIGHTS

2.1 PURPOSES. To provide for the preservation of the values and amenities of the Windview Community and for the maintenance of any and all parks, playgrounds, open spaces and/or other common facilities for the benefit of the record owner(s) and its grantees; and whereas it is desirable to create an agency to which shall be assigned the duties and responsibilities of developing, and maintaining the community properties on the Windview plat and any other such common facilities. Those purposes are more specifically described as follows:

- a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Restrictions") for WINDVIEW Planned Unit Development;
- b. To affix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions referred to hereinabove, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of this Corporation;
- c. To acquire by gift or purchase or to otherwise own, hold, improve, build upon, operate and maintain in connection with the affairs of this Corporation subject to the limitations of the Restrictions;
- d. To promote and provide recreational facilities for the residents and property owners of the Property;
- e. To provide control of insects, rodents and animals;
- f. To provide general sanitation and cleanliness of common areas, structures and facilities;
- g. To provide maintenance and upkeep of common areas and facilities; and
- h. To provide any activity approved by the Board of Directors necessary for the mutual benefit of resident owners, and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Texas, by law, may now or hereinafter exercise.

## ARTICLE III

### REGISTERED OFFICE AND AGENT

3.1 OFFICE AND AGENT. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but not need be, identical with the principal office in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE IV  
MEMBERSHIP, VOTING RIGHTS,  
MEETINGS AND ASSESSMENTS

4.1 MEMBERSHIP. Every person or entity who is a record owner of any lot in Windview Addition which is subject by covenants or record to assessment by the Association, shall be a Member of the Association. A Member must be in good standing with the Association in order to: a) exercise voting rights, b) hold office, c) be counted in determination of any quorum, d) use common grounds, club house, and recreational facilities. A member in "good standing" as used herein, shall mean a member who has paid all dues and assessments on or by the due date. 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 any ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquires title to any lot which is a part of the Property, through judicial or non-judicial foreclosure or by a deed in lieu of foreclosure, shall be a Member of the Association. As used herein, the term "WINDVIEW" shall refer to the property described in plat record volume 3388 124 15, recorded as Windview Addition being an Addition to the City of Colleyville, Tarrant County, Texas, (part of the D.R. Teeter Survey, ABST. 1518). The term "lot", as used herein, shall mean and refer to any residential lot in WINDVIEW as shown on map filed in the office of the County Clerk of Tarrant County, Texas.

4.2 VOTING RIGHTS. The Association shall have two (2) classes of membership. Their voting rights are as set out below subject only to restrictions contained in Paragraph 4.1 hereof.

a. CLASS A: Class A Members shall be all lot owners, who reside in WINDVIEW, who shall be entitled to two (2) votes for each Lot owned, not to exceed four (4) votes total. When more than one (1) person holds such interest in any lot, all persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any lot. Proxies will be allowed.

b. CLASS B: Lot owners not entitled to Class A Membership. They shall have the rights and obligations of Class A Members except that they shall not be entitled to hold office. Class B members shall be entitled to one (1) vote for each lot owned not to exceed two (2) votes.

4.3 ANNUAL MEETINGS. The annual meetings of the Members shall be held by the third Tuesday in October of each year, at seven-thirty (7:30) p.m., for the transaction of any and all business which may be brought before or submitted to the meeting. All annual meetings of the Members shall be held at the office of the Corporation in the City of Colleyville, Texas, unless otherwise determined by the Board of Directors. Written notice of the annual meetings shall be sent to all Members at least 14 days prior to the meeting. An agenda, proxy ballot, and a proposed budget must be enclosed in the notice.

Any member may add items to the agenda by submitting said item in writing to the President or Secretary not later than seventy-two (72) hours prior to the meeting.

4.4 SPECIAL MEETINGS. Special meetings of the Members shall be held at the office of the Corporation in the City of Colleyville, Texas, or at such other places as may be designated in the notice or waivers of notice of the respective meetings. Special meetings of the Members may be called by the President, Vice President, a majority of the Directors, or by a one-fourth (1/4) call of all outstanding votes. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail or may be delivered to each member entitled to vote at least ten (10) and not more than fifty (50) days prior to the date set for the holding of the meeting. All business may be transacted at any annual or special meeting of the Members.

4.5 QUORUM. Except where otherwise provided, fifty percent (50%) plus one (1), of Class A votes, or fifty percent (50%) plus one (1) of all outstanding votes, either in person or by proxy, shall constitute a quorum for all purposes at any meeting of the Members. If the number of Members necessary to constitute a quorum at any annual or special meeting is not present in person or by proxy, the Members may adjourn. If a quorum is not constituted at any annual or special meetings, an attempt to constitute a quorum will be made at subsequent meetings as follows:

- 1) The first meeting will require a seven (7) day written notice prior to the scheduled meeting.
- 2) If a quorum is not constituted, a second seven (7) day written notice must be sent.
- 3) After these attempts to constitute a quorum without success, a last seven (7) day written notice is sent and those present, in person or by proxy, at that meeting shall constitute a quorum.

4.6 PROXIES. At any meeting of Members, a Member entitled to vote, may vote by proxy executed in writing by the Member. No proxy shall be valid after three (3) months from the date of execution.

4.7 ASSESSMENTS. All assessments will be apportioned equally among all lots. Two-thirds (2/3) of the votes cast in person or by proxy, at any official meeting, are required to set or change assessments.

4.8 PRESIDING OFFICER. The President of the Corporation, or in his or her absence, the Vice President, shall call the Member meetings to order and in addition shall act as Chairman. In the absence of the President and Vice President of the Corporation, the Members present may appoint a Chairman.

4.9 VOTING. At all meetings of Members, all questions, except those expressly governed by statute, the Charter of the Corporation, these By-Laws or the Declaration of Covenants, Conditions and Restrictions shall be decided by a simple majority of the votes present in person or by proxy at a duly called meeting with a quorum present. All voting shall be by voice, except that, upon determination of the presiding officer of any meeting or upon the demand of any Member or his proxy, voting shall be by secret ballot.

Cumulative voting for Officers/Directors is expressly prohibited. All voting shall be by members in person or by proxy as allowed by statute.

4.10 INFORMAL ACTION. The Corporation may act, with or without a meeting on any issue on which a vote is required by obtaining the written consent of the majority of the outstanding votes. Informal action may not take the place of the annual meeting.

#### ARTICLE V

##### BOARD OF DIRECTORS

5.1 POWERS. The business and property of the Corporation shall be managed and controlled by the Board of Directors and shall be subject to the restrictions imposed by law, by the Articles of Incorporation of this Corporation, by these By-Laws and by the Restrictions on the property. The Board of Directors may exercise all of the powers of the Corporation.

5.2 MEMBERS. The Board shall consist of seven Board Members. Board Members shall be elected by vote at the annual meeting. Such election shall precede election of the Officers of the Corporation. The election of the Board Members shall be made from a ballot which contains the names of all nominees as determined by a nomination committee or by nomination from the floor. Each voter shall designate no more than the number of Board Members to be elected from the list of nominees on the ballot. If a ballot is marked with more than the number of Board Members to be elected, that ballot shall be declared null and void. The nominees with the most votes shall become Board Members provided each has received a simple majority of the ballots cast. Otherwise, subsequent run-off election(s) shall immediately take place. Term of office of Board Members shall be two years (subject to exceptions cited herein). Board Members shall serve from the close of the annual meeting in which they are elected until the adjournment of the second annual meeting thereafter (subject to exceptions cited herein). Four Board Members shall be elected in odd-numbered years and three Board Members shall be elected in even-numbered years; thus to provide an overlap in experience (subject to exceptions provided herein). If any Board Member resigns or is terminated during his or her term, the Board shall have the option to elect, by 60% vote of the filled Board positions, a member in good standing to fill the vacancy for the remainder of the term.

EXCEPTION: Seven Board Members shall be elected at the 1987 annual meeting of the Association. During the first meeting of the Board subsequent to the 1987 annual meeting, the Board Members shall consent to which three of the elected Board Members shall serve a one year term in order to initiate the desired overlap. There shall be no restriction to the number of terms to which a Board Member may be elected.

5.3 MEETINGS. The Board shall meet at the discretion of the Chairman or at the request of four (4) Board Members. All Board Members shall be notified of each meeting. Proxies and four (4) board members votes shall carry a motion.

5.4 TERMINATION. A board member can be removed without cause by a written petition endorsed by two-thirds (2/3) of the Association membership or by a 60% vote of the filled board positions at an official Board of Directors meeting.

ARTICLE VI  
OFFICERS AND DUTIES

6.1 OFFICERS. The officers of the Corporation shall consist of a President, a Vice President, a Treasurer, a Secretary, and an Assistant Treasurer. The President and Vice President shall be elected by votes of the Association Members at the annual meeting following the election of new Board Members. Nominees for President and Vice President shall be limited to Board Members, either newly elected or in the midst of a two year term. The election of the President shall be completed prior to the election of the Vice President. The President and Vice President shall serve from the close of the annual meeting in which they are elected until the adjournment of the next annual meeting. The Treasurer, Secretary, and Assistant Treasurer shall be elected by the Board subsequent to the annual meeting. This meeting shall occur within two weeks of the annual meeting and the results of the election shall be published to the Association within one week of such election. A vacancy in the office of any officer shall be filled by a vote of a majority of the Directors then in office. Should any officer's commercial, political or other interest conflict with the interest of the Association, the officer shall make that conflict known and abstain from voting on the issue. Any officer may be removed, without cause, by a written petition endorsed by two-thirds (2/3) of all votes.

6.2 PRESIDENT. The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Corporation in the ordinary course of its business. The President shall preside at all meetings of the Members and of the Board of Directors. The President, when authorized to do so by the Board of Directors, may make, sign, and execute all deeds, conveyances, assignments, bonds, and contracts; and the President shall do and perform such other duties as may from time to time be assigned to this officer by the Board of Directors.

6.3 VICE PRESIDENT. The Vice President shall have the usual powers and duties pertaining to such office including the power to act as President in the President's absence and such other powers and duties as may be assigned to the Vice President, or by the Board of Directors. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the President's absence or inability to act as the President at the time such action was taken.

6.4 TREASURER. The Treasurer shall have custody of all the funds and securities of the Corporation. When necessary or proper, the Treasurer shall co-sign all checks, endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors. The Treasurer shall at all reasonable times exhibit such books and accounts to any Member of the Corporation. The Treasurer shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors.

6.5 ASSISTANT TREASURER. The Assistant Treasurer shall have the usual powers and duties pertaining to such office, together with such other powers and duties as may be assigned to the Assistant



Treasurer by the Board of Directors. The Assistant Treasurer shall exercise the powers of the Treasurer during that officer's absence or inability to act.

6.6 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members in books provided for that purpose. The Secretary shall attend to the giving and serving of all notices and shall sign with the President or Vice President in the name of the Corporation all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Corporation and affix the seal of the Corporation thereto. The Secretary shall have charge of and maintain and keep such books and papers as the Board of Directors may direct. These books and papers shall be open to inspection by any Member of the Association. The Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

6.7 CHECKS AND CONTRACTS. Any check or contract will require the signature of two officers.

#### ARTICLE VII

##### BOARD RESPONSIBILITIES

7.1 AUTHORIZED AGENTS. The Board of Directors, except as otherwise provided herein, may authorize any one (1) or more officers or agents to act in the name of and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, or do such other things as the Board may from time to time direct and such authority may be general or confined to specific instances. However, unless so authorized by the Board of Directors, or expressly authorized by the By-Laws, no officer or agent shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable in any manner, except as authorized by these By-Laws or The Covenants.

7.2 PAYMENTS. All checks, drafts, and other orders for the payment of money out of the funds of the Corporation, and all notes and other evidence of indebtedness of the Corporation shall be signed on behalf of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. All checks require the signature of two (2) officers.

7.3 CORPORATE FUNDS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks or other depositories as the Board of Directors may select. For the purpose of such deposits, any officer, or agent, delegated by the Board of Directors, shall have the power to endorse, assign and deliver for deposit checks, drafts, and other orders for the payment of money which are payable to the order of the Corporation.

7.4 BUDGET. The Board of Directors shall present a Budget at each annual meeting and it shall be approved by a majority vote. Assessments must be equal to or greater than the Budget. However, the Board of Directors must vote to approve the reallocation of funds within the total Budget to cover unforeseen operating contingencies. If all Budget authority is exhausted, the Board of Directors may authorize payment of

utilities, taxes, maintenance required to prevent loss in value of the common facilities and any other emergency operating payment. Assessments to cover these expenditures must be approved at the next special or regular meeting or all further expenditures are prohibited.

7.5 INSURANCE. The Board shall be responsible for acquiring public liability and property insurance in such coverage amounts as reasonable in the circumstances.

7.6 EMPLOYEES. The Directors or Association may not hire any employees. Any services acquired must be on a contract basis.

7.7 RESTRICTIONS. Without authorization of two-thirds (2/3) of the Class A Members, the Board may not authorize:

a: Purchase or sale of real property.

#### ARTICLE VIII

##### CORPORATE MATTERS

8.1 FISCAL YEAR. The fiscal year of the Corporation shall end at midnight on September 30th of each calendar year.

8.2 CORPORATE SEAL. The seal of the Corporation shall be circular in form and have inscribed thereon the name of the Corporation.

8.3 COMPENSATION. Neither officers nor Directors shall be entitled to any compensation.

8.4 DIRECTOR AND OFFICER RESIGNATIONS. Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein; or if no time is specified, at the time of its receipt by the President or Secretary.

8.5 INTERNAL AUDIT. An Internal Audit Committee consisting of three (3) Class A Members shall be elected at each Annual Meeting. This committee shall serve until the close of the next Annual Meeting. Vacancies shall be filled at the discretion of the Board of Directors. This committee shall perform their audit every four (4) months. Any material adverse findings will be reported to the Board of Directors. The final report of the year will also be presented to the Members at the Annual Meeting. No officers shall serve on the Internal Audit Committee.

#### ARTICLE IX

##### INDEMNIFICATION

9.1 INDEMNIFICATION OF OFFICERS AND PERSONNEL. Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors may authorize the Association to pay expenses incurred by or to satisfy a judgment or fine rendered or levied against, a present or former Director, officer, or committee member of the Association in an action brought by a third party (with exception as noted below) against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person while a Director, officer, or committee member, provided, the Board of Directors determines in good faith that such Director, officer, or committee member was acting in good faith within what he reasonably believed to be in the best interests of the Association or its Members. Payment authorized hereunder includes amounts paid and expenses incurred in settling any such action or threatened action. Pursuant to Amendment One to the Articles of Incorporation, the third party cited above can not be

a Member of the Association, a former Member of the Association, nor any party representing such Members or former Members or their interests. The provisions of this Paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees of such person.

9.2 LIMITATIONS. Notwithstanding the provisions of the preceding Paragraph, no person shall be entitled to indemnification pursuant thereto in relation to any matter in which indemnification is not permitted by law.

#### ARTICLE X

##### THE PROPERTY RIGHTS IN THE COMMON PROPERTIES

10.1 MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 2 of this Article, every Member and every Member who resides on a lot, and each individual who resides with either of them, respectively, on such lot shall have a right and easement of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot; PROVIDED, HOWEVER, such easement shall not give such person the right to make alterations, additions, or improvements to the Common Properties.

10.2 EXTENT OF MEMBER'S EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties (including limiting the number of guests of Members);

(b) Subject to the affirmative approval of two-thirds (2/3) of the outstanding votes, the right of the Association, in accordance with its Articles, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage Properties, and the rights of such mortgagee in the Common Properties shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(d) The right of the Association, as provided in its By-Laws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the common properties and/or common facilities for any period during which any assessment against a lot resided upon by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the common properties; and

(f) Subject to approval by written consent of two-thirds (2/3) of the outstanding votes, the right of the Association to dedicate or grant a right-of-way or utility easement on any part of the common properties to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE XI  
COVENANT FOR MAINTENANCE ASSESSMENTS

11.1 CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

Each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay the Association (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; (3) individual special assessments levied against individual lot owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual owner and not caused by ordinary wear and tear, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessments thus collected by the Association shall constitute the maintenance fund of the Association. The annual, special capital and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

11.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of private roadways, walkways, club and recreational facilities, or other properties, services and facilities devoted to that purpose and directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; for carrying out the duties of the Board of Directors of the Association as set forth herein; and for carrying out the purposes of the Association as stated in its Articles of Incorporation.

11.3 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments, 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 any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; PROVIDED THAT any such assessment shall have the affirmative approval of the Association's Members, as provided in Article 4.7.

11.4 EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner, his heirs, executors, devisees, personal representatives, and assignees. The lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or abandonment of his lot.

b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at its election, acting by the Board of Directors, bring an action at law against the owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

ARTICLE XII  
AMENDMENTS

12.1 REQUIREMENTS. These By-Laws may be amended by a vote of two-thirds (2/3) of a quorum at any annual or special meeting of the Members in person or by proxy.

12.2 CONFLICTS. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. These By-Laws adopted by the Board of Directors of the Corporation at the first meeting of the Board of Directors held in Colleyville, Texas, on the 14 day of March 1984.

NANCY BURGOYNE

\_\_\_\_\_  
President

BOYD DOLLAR

\_\_\_\_\_  
Vice President

KATHY HELLER

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Secretary

EARL ARMBRUSTER

\_\_\_\_\_  
Treasurer

JERALD J. WOLF

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Assistant Treasurer