

Bylaws of Wendover Home Owners Association, Inc.

Bylaws

ARTICLE I

NAME AND LOCATION

1.1 The name of the corporation is WENDOVER HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association in the State of Texas shall be located at 3217 Channing Lane, Bedford, Texas, 76021. The Association may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine.

ARTICLE II

DEFINITIONS

2.1 Association. "Association" shall mean and refer to WENDOVER HOME OWNERS ASSOCIATION, its successors and assigns.

2.2 Properties. "Properties" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration hereinafter defined, and such additions and/or amendments thereto as may hereafter be brought within the jurisdiction of the Association>

2.3 Common Properties. "Common Properties" shall mean and refer to those areas of land located outside the building lines as shown on the Plat that abuts any neighborhood street and the areas covered by the medians which are in the middle of the cul-de-sacs in the front of Lots 1.2.and 3 of Block A of WENDOVER ADDITION and Lots 11, 12, 13, and 14 of Block B, respectively.

2.4 Lot. "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.

2.5 Owner. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a 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 a obligation.

2.6 Declarant. "Declarant" shall mean and refer to WENDOVER DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns would acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.7 Declaration. "Declaration" shall mean and refer collectively to: (1) the Declaration of

Covenants, Conditions, and Restrictions for Wendover Addition recorded in Volume 7906, page 1819, of the Deed Records of Tarrant County, Texas (“Declaration I”) (2) Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Volume 8183, page 461 of the Deed Records of Tarrant County, Texas (“Declaration II”); and (3) the Second Amendment to Declaration of Covenants, Conditions and Restrictions (“Declaration III”).

2.8 Member. “Member” shall mean and refer to those persons entitled to membership as provided in Declaration II.

ARTICLE III

MEETINGS OF MEMBERS

3.1. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m.

3.02. Special Meetings. Special meetings of the members may be called by the president, the Board of Directors, or by written request by one-fourth (1/4) of all the votes of the membership.

3.03. Notice of Meetings. Written notice 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 a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member’s address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.

3.04 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any 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 or be represented.

3.05 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

4.01 Number and Tenure. The affairs of this Association shall be managed by a Board of not less than three (3) or more than nine (9) Directors, who shall be Members of the Association. The

number of Directors initially shall be five (5). The Board of Directors may by majority vote of its own Members, increase the Board to nine (9) Members. The initial Board of Directors shall be elected for terms as follows: two (2) for three (3) years; two (2) for two (2) years; and one (1) for one (1) year. Upon the expiration of a Director's term, a successor shall be elected for a term of three (3) years at the annual meeting of the Members of the Association to hold office and serve for such three (3) year period or until his successor shall be elected, and shall duly qualify. Any Director may be removed from the Board for cause, by a majority of the votes entitled to be cast by those Members present in person or represented by proxy at a meeting of the Members at which a quorum is present. 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 for the unexpired term of his predecessor.

4.2 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

4.03 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.

4.04 Director Conflicts. No Director or officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Director and officer of the Association shall be free to engage in any and all other business and activities, either similar or dissimilar, to the business of the Association without liability to the Association. Likewise, each and every Director and officer of the Association may become a director or officer of any other association, corporation, or corporations, entity or entities, whether or not the purposes of the other corporation conflict with the business or activities of this Association without breach of duty to this Association or its Members or without liability of any character or description to the Association or its members. No contract or other transaction of this Association shall ever be effected by the fact that any Director or officer of the Association is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the disinterested Directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

5.01 Nomination. Nomination for election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from

the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

5.02 Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Declaration III. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted

ARTICLE VI

MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors, after not less than three (3) days' notice to each Director.

6.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board of Directors shall have the power to:

(a) Execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by it as an incorporated entity;

(b) Enter into agreements or contracts with insurance companies, taxing authorities, the holders of first mortgage liens won the individual Lots and utility companies with respect to: (i) any taxes on the Common Properties; (ii) insurance coverage (if any) on Common Properties, as either or both relate to the assessment, collection, and disbursement process envisioned by Article XIV herein; and (iii) utility installation, consumption and service matters;

(c) Borrow funds to pay costs of operation, secured by assignment of pledge of rights against delinquent Owners, if the Board sees fit;

(d) Enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association;

(e) Protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law in behalf of the Association and to provide adequate reserves for repairs and replacements;

(f) Make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

(g) Make available to each Owner within ninety (90) days after the end of each year an annual report;

(h) Adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(i) Enforce the provisions of the Declaration and any rules made thereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;

(k) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

7.2 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) Fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period;

(d) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period;

(e) Foreclose 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;

(f) 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. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (g) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (i) Cause the Common Properties to be maintained; and
- (j) Pay reasonable legal and accounting fees.

ARTICLE VIII

ARTICITECTURAL CONTROL COMMITTEE

8.1 The Board of Directors shall have the authority to appoint the Architectural Control Committee and to remove without cause any person serving on the Architectural Control Committee. The Architectural Control Committee shall consist of not less than two (2) nor more than three (3) members, and the Board of Directors shall also have the authority to fill any vacancies in the Architectural Control Committee. The architectural Control Committee is authorized to delegate to one or more representatives authority to perform the duties of the Architectural Control Committee as set forth herein or in the Declaration or any future amendments thereof. In the event that the Architectural Control Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within five (5) working days after the same are submitted to it, and if all terms contained in the restrictions or these Bylaws have been complied with, the Architectural Control Committee shall be deemed to have approved such plans, specifications and plot plans. The Architectural Control Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Control Committee shall receive no fees or compensation for its services.

ARTICLE IX

OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Multiple offices. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

9.8 Duties. The duties of the offices 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 may co-sign all checks and promissory notes; and shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

Vice President

(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. Any action taken by the Vice President in performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the Members and keep the corporate seal of the Association. He shall 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 he may sign with the President or Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations, and other instruments of the Association and affix the seal of the Association thereto. He 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 Director, Member of the Association, or any holder of a first mortgage on any property during normal business hours. He shall in general perform all duties incident to the office of Secretary subject to the control of the Board of Directors.

Treasurer

(d) The Treasurer shall have custody of all the funds and securities of the Association. When necessary or proper, he may co-sign all checks and promissory notes, endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board of Directors. Whenever required by the Board of Directors, he shall render a statement of his cash account, and he shall enter or cause to be entered regularly on the books of the Association kept by him for that purpose a full and accurate account of all monies received and paid out on account of the Association. He shall at all reasonable times exhibit his books and accounts to any Director of the Association or any first lien holder or his designee during normal business hours. He shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors and, if required by the Board of directors, give a bond for the faithful discharge of his duties in such form as the Board of Directors may require.

ARTICLE X

BOARD RESPONSIBILITIES

10.1 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 Association, 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 Bylaws, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable in any manner.

10.2 Loans. No loans shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the Board of Directors.

10.3 Payments. All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes and other evidences of the indebtedness of the Association shall be signed on behalf of the Association in such manner as shall from time to time be determined by resolution of the Board of Directors.

10.4 Association Funds. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may select. For the purpose of such deposits, any officer, agent or employee 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 Association.

10.5 Financial Statements. The Board of Directors, within ninety (90) days of the fiscal year end, shall cause to be prepared, and shall make available to any owner or first mortgagee holder,

annual audited financial statements of the Association.

10.6 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI

COMMITTEES

11.1 Architectural Control Committee. The Association shall appoint an Architectural Control Committee, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

CORPORATE MATTERS

12.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

12.2 Corporate Seal. The seal of the Association shall be circular in form and have inscribed thereon the name of the Association.

12.3 Notice. Whenever any notice whatsoever is required to be given under the provisions of the Bylaws, said notice shall be deemed sufficient if given by depositing the same in a post office box in a sealed, post-paid wrapper, addressed to the person and title thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

12.4 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. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

ARTICLE XIII

INDEMNIFICATION

13.1 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, committee member or employee of the Association in an action brought by a third party against such person, whether or not the Association is joined as a party defendant, officer committee member or employee, provided, the Board of Directors determines

in good faith that such director, officer or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for the purpose which he reasonably believed to be in the best interest of the Association or its Members. Payment authorized hereunder includes amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this paragraph shall apply to the estate, executor, administrator, heirs, legatees or devisees of a director, officer, committee member or employee, and the term "person" where used in the foregoing paragraph shall include the estate, executor, administrator, heirs, legatees or devisees of such person.

13.2 Limitations. Notwithstanding the provisions of the preceding paragraph, no person shall be entitled to indemnification pursuant thereto in relation to a matter in which indemnification is not permitted by law.

ARTICLE XIV

ASSESSMENTS

14.1 Assessments. As more fully provided in Declaration III, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest permitted lawful rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien 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 non-use of the Common Properties or abandonment of his Lot. At any annual meeting of Members or special meeting called therefor, the Assessments may be increased, provided that the maximum assessment may not be increased more than thirty percent (30%) above the assessment for the previous year unless approved by ninety percent (90%) of the Association Members.

ARTICLE XV

AMENDMENTS

15.1 Amendments. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

15.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Amended and Restated Declaration or any amendments thereto and these Bylaws, the Declaration shall control.

15.3 Definitions. The words "amend" and "amended" shall be broadly interpreted to include alterations, modification, additions and repeal, in whole or in part. The terms used in these Bylaws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration.

ARTICLE XVI

Gender

16.1 Gender. Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

These Bylaws were adopted by the Board of Directors of the Association at the first meeting of the Board of Directors held in Bedford, Texas, on the 27th day of January, 1990.

Signed by:

Stephen. N. Winkle, Director
Ellen Dinkins, Director
Andrew J. Barkley, Director
Denise Mathews, Director
Robert Hilchey, Director

Notarized by:

Cynthia L. Lombardi
Notary Public, State of Texas

Official signed document available by request.