

RESTATED BYLAWS
OF THE LANDING

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RESTATED BY-LAW OF THE
LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

The name of the corporation is THE LANDING HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the “Association”. The principal office of the Corporation shall be located at 9400 Mountain Lake Drive within The Landing Subdivision, Tarrant County, Texas. Meetings of the members and Directors shall be held at the principal office or at other locations as specified from time to time by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. “Association” shall mean and refer to THE LANDING HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, which are hereby incorporated fully by reference for all purposes, 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 numbered plots of land shown upon any recorded subdivision map of the Properties that is not designated as the Common Area, streets, alleyways or thoroughfares.

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 situated on the Properties, including contract sellers, but excluding those holding an interest in a lot merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, and all amendments thereto, recorded or to be recorded in the Deed Records of Tarrant County, Texas.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the Members shall be held on the first Monday of February of every year, at the hour of 7:30 o'clock p.m. at the principal office of the Association. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At the annual meeting, the Members shall elect directors and transact any other business that may come before the meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president, or by a majority of the Board of Directors, or upon written request of one-fourth (1/4th) of all Members of the Association who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meetings 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 15 days and not

more than fifty (50) days before such meeting to all Members at the 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, agenda 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, or of proxies entitled to cast, twenty-five percent (25%) of the votes of those Members entitled to vote 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 there at 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.

Section 5. 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 prior to the vote. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action of Membership. The vote of a majority of Members in good standing, present and entitled to vote at a meeting at which a quorum is present, shall be sufficient to constitute the act of the membership unless the vote of a greater number is required by law, the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or by these Bylaws.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) Directors. No more than one Director may be a non-Member of the Association.

Section 2. Term of Office. There shall be three directors who shall be elected for a term of three years and two directors who shall be elected for a term of one year. The Directors holding office for a term of three years shall be so elected that the terms of one of these Directors will expire annually and these positions shall be designated as Director A, Director B, and Director C. The term of the initial Director A will expire one year after his or her election and qualification, i.e. in 1993; the term of the initial Director B will expire two years after his or her election and qualification, ie. in 1994; the term of the initial Director C will expire three years after his or her election and qualification, i.e. in 1994. Successive terms for all such Directors will expire three years after the Director's election and qualification.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by two-thirds (2/3) affirmative vote of Members of the Association who are entitled to vote. Directors may also be removed as provided in Article VII, Section 1. (d) of these Restated Bylaws. Directors may also be removed, with or without cause, by the affirmative vote of a simple majority of all the other Directors, taken at a regular or special meeting. In the event of death, resignation or removal of a Director, his successor shall be appointed by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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 obtaining the written approval of all the Directors. All letters of consent to action shall be filed with the Secretary of the Association. Any action so approved shall have the same effect as though taken at the 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 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 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, and shall serve from the date of such appointment until the close of the annual meeting. The Nominating Committee shall make at least one nomination for each position to be filled on the Board of Directors, as it shall in its discretion determine, but no less nominations than the number of vacancies that are to be filled.

Section 2. Election. Election to each position on the Board of Directors shall be by separate 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 the Declaration. The persons receiving the majority of votes shall be elected. In the event that a majority decision is not reached on the first ballot, then a runoff election between the two nominees receiving the largest number of votes will be conducted.

ARTICE VI. MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held 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 two Directors, after not less than three (3) day notice to each Director. Notice may be waived by assent of all Directors recorded in the minutes of said meeting.

Section 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, unless the act of a greater number is required by law, the Articles of Incorporation, these Bylaws or the Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section1. Powers. The Board of Directors shall have the 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 right and the right to the 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 before the Board of Directors, for a period not to exceed 60 days for the infraction of published rules and regulations;

(c). Exercise for the Association of powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, 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 from three (3) unexcused consecutive regular meetings of the Board of Directors; and

(e). Retain the services of a manager, an independent contractor, attorneys, accountants or such other persons as they deem necessary, and to prescribe their duties which may include the authority to execute the duties of the Board of Directors;

(f). Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g). Charge, as deemed appropriate, reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and restrict the use of the recreational facilities situated upon the Common area to resident Owners of the homes in the subdivision and those delegated the rights of enjoyment in Article II, Section 2. of the Declaration of Covenants, Conditions and Restrictions;

(h). Establish reasonable rules and regulations regarding the use of parking spaces in the Common Area;

(i). Establish users fees for use of certain portions of the Common Areas, for example: the boat slips;

(j). Borrow money, in accordance with the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions, for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;

(k). Shall set forth and prescribe rules, applicable to all lots, for exterior maintenance of Lots, including improvements on the Lot, lawn and grounds located on each Lot and vacant Lots. In the event an Owner shall fail to maintain the premises and the improvements situated thereon, the Board shall have the right, in accordance with Article VI of the Declarations, to peacefully enter upon said Lot and to remove unapproved structures, repair, maintain and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and the assessment shall be secured by lien as provided in Article IV of the Declarations.

(l). Suspend the voting rights, if applicable, and the right to use of the recreational facilities owned or operated by the Association of any Owner, or other tenant, agent, guest, or family member of an Owner who fail to comply with any of the restrictions described in Article VIII of the Declarations.

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;
- (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). Consider legal action to 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.
- (d). Issue, or to cause an appropriate officer to issue, upon demand by an person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e). Cause the Common Area and facilities to be maintained;
- (f). Directors shall exercise ordinary business judgment in managing the affairs of the Association. In acting in their official capacity as Directors of the Association, Directors shall act in good faith and take actions they reasonably believe to be in the best

interest of the Association and that are not unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on financial and legal statements provided by an attorney or an accountant retained by the Association.

(g). Levy, in accordance with Article IV, Section V of the Declarations, in any assessment year, a special Assessment applicable to that year only for any purpose deemed necessary and advisable by the Board;

(h). Obtain and continue in effect blanket property insurance and comprehensive public liability insurance, in accordance with Article IV, Section 12 of the Declarations.

(i). Prepare and distribute to developers and owners an informational brochure informing potential purchasers and owners about the Homeowners Association and the rights and obligations of Lot owners. Specifically, the informational brochure shall contain the following information:

- (a). Organizational structure of the Association,
- (b). Membership and voting rights of the homeowners and developer,
- (c). Requirements for annexation, and dissolution, and an explanation that the total membership of the Homeowners Association may be increased,
- (d). The maximum amount and initial amount of assessments, the assessment lien, and the method of enforcement,
- (e). The method of changing the maximum assessment,
- (f). A definition of user fees, if any,
- (g). A complete description of all elements of the Common Property, including improvements,

- (h). The services to be provided by the Association,
- (i). Exterior maintenance and dwellings, if any, and
- (j). Architectural control.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a 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.

Section 2. Election and Term of Officers. The officers of this Association shall be elected annually by the Board at the first meeting of the Board of Directors following each annual meeting of the Members. Each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 3. 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 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board whenever in their judgment the best interest of the Association will be served thereby. Such removal will be effective as of the date of the Board resolution. Any officer may resign at any time by 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 in all respects valid if otherwise in conformity with the provisions of the Bylaws.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board and written acceptance of the office by the appointee filed with the Secretary. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. 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 3 of this Article.

Section 7. Duties. The duties of the officers are as follows:

President

(a). The President shall be the chief executive officer of the Association; shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall be an authorized signatory for all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

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 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 and all other notices as required by law or these Bylaws; keep appropriate current records showing the Directors, Officers and members of the Association together with their addresses, and shall perform such other duties as required by the Board or by the President.

Treasurer

(d). The Treasurer shall have charge and custody of, and be responsible for all funds and securities of the Association; shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; is authorized, but not required, to sign all checks and promissory notes of the Association; shall maintain the financial books and records and keep proper books of account; shall cause and annual financial review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members, and perform other duties as assigned by the President or the Board of Directors. Provided that any of the above duties may be delegated to the Manager for the Association.

ARTICLE IX. COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, 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. The Board of Directors shall define the activities, scope of authority, term of office, compensation, and other procedural matters affecting the conduct of the committee by appropriate resolution.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at times, during reasonable business hours, be subject to inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

Section 1. Owners Obligation. As more fully provided in the Declaration, 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. The Association may refer delinquent assessments to an attorney for collection or bring an action at law against the Owner, a member, or any other persons personally obligated to pay the same, or foreclose the lien against the property. Interest, late charges, 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 Area or the facilities or the abandonment of his Lot.

Section 2. Purpose. The assessments shall be based upon the cash requirements as determined by the Board of Directors of the Association in an amount sufficient to provide for payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements and all other areas which are the obligation of the Association to maintain, which amount may include, without limitation, the following: Costs of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in such amount and to insure such common facilities as the Association may determine (or other insurance permitted hereunder, if the Association should elect to insure property other than common facilities), casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collection (if applicable), wages, water charges, legal and accounting fees, management fees and liabilities incurred by the managing agent or Board of Directors under or by reason of these Bylaws, payment of deficits remaining from a previous period, creation of a reasonable reserve, as well as other costs and expenses relating to the general common elements and the operating expenses of the Association.

ARTICLE XII. CORPORATE SEAL

The association shall have a seal in circular form having within its circumference the words: THE LANDING HOMOWNERS ASSOCIATION, INC.

ARTICLE XIII. AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by an affirmative vote thereon of a majority of a quorum of members entitled to vote whether present in person or by proxy.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation, and these Bylaws, the Articles shall control; and in any case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV. INDEMNIFICATION

Section 1. When indemnification is Required, Permitted and Not Prohibited:

(a). The Association shall indemnify a Director, officer, committee member, employee, or agent of the Association who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a

personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue or matter, if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b). The termination of a proceeding by a judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.

(c). The Association shall pay or reimburse expenses incurred by a Director, officer, member, committee member, employee or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not named defendant or respondent in the proceeding.

(d). In addition to the situation otherwise described in this paragraph, the Association may indemnify a Director, officer, member, committee member, employee or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph (a), above.

(e). Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Association or one or more members; or the person is alleged

to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f). If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 2. Procedures Relating to Indemnification Payments.

(a). Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2 (c) below. The Association may make these determinations and decisions by any one of the following procedures:

(1). Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(2). If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(3). Determination by a special legal counsel selected by the Board of Directors by vote is provided in paragraph (1) or (2) above, or if such quorum cannot be established, by a majority vote of all Directors.

(4). Majority vote of the members, excluding Directors who are named defendants or respondents in the proceeding.

(b). The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by a special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by paragraph 2 (a) (3), above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws or a resolution of members or the Board of Directors that requires the indemnification permitted by Section 1., above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c). The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude the indemnification and authorization of payment shall be made in the same manner as a

determination that indemnification is permissible under Section 2 (a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d). Any indemnification or advance of expenses shall be reported in writing to Members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to Members of a consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE XV. MISCELLANEOUS

Section 1. Fiscal Year. 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.

Section 2. Checks. All checks of the Association must be signed by any two of the authorized signatories as determined by the Board of the Directors. The Manager of the Association may be authorized but is not required to sign all Association checks.

Section 3. Notices. Any notice required or permitted by the Bylaws to be given a Member, Director, officer or other person, may be given by mail to be delivered when deposited in the United States Mail addressed to the person at his or her address as it

appears on the records of the Association, with postage prepaid. A person may change his or her address by giving written notice to the Secretary of the Association. Whenever any notice is required to be given under the provisions of the Articles of Incorporation or Bylaws, a waiver signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to transaction of business because the meeting is not lawfully convened.

Section 4. Texas Law. These Bylaws shall be construed in accordance with the laws of the State of Texas.

Section 5. Legal Construction. If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability, shall not effect any other provision and the Bylaws shall be construed as if the invalid, illegal or unenforceable provision had not been included in the Bylaws.

Section 6. Parties Bound. These Bylaws shall be binding upon and inure to the benefit of the Members, Directors, officers, employees, and agents of the Association, and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided by these Bylaws.