

# **BYLAWS OF WINDMILL RANCH HOMEOWNERS ASSOCIATION, INC.**

## **ARTICLE I NAME AND LOCATION**

The name of the corporation is Windmill Ranch Homeowners Association, Inc., herein after referred to as the "Association ", located within the City Limits of Bulverde, Texas. Mailing address: 162 Windmill Ranch Road, Spring Branch, Texas 78070. Meetings of Members and Directors may be held at such places within the State of Texas, County of Comal, as may be designated by the Board of Directors.

## **ARTICLE II DEFINITIONS**

**Section 2.1 Definitions.** All capitalized words and phrases used herein shall have the meanings and definitions set forth in the various Declarations of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision, Units I – V as recorded in the Real Property Records of Comal County, Texas, and any subsequent amendments to it (said Declarations and all subsequent amendments being herein called the "Declarations").

## **ARTICLE III ASSOCIATION MEMBERSHIP**

**Section 3.1 Membership.** Every Owner of a Lot in Windmill Ranch as it is described in the Declarations shall be a Member of the Association; provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and shall not be separated from ownership of any Lot.

## **ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

**Section 4.1** Each Member shall be entitled to the use and enjoyment of the Common Facilities as depicted on the Plat(s) of Windmill Ranch Subdivision, Units 1-5 and/or defined in the Declarations.

## ARTICLE V MEETINGS OF MEMBERS

**Section 5.1 Annual Meetings,** The regular annual meeting of the members shall be held during the Month of November of each year at a day and hour to be determined by the Board of Directors.

**Section 5.2 Special Meetings,** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to at least one-fourth ( $1/4$ ) of all the votes of the entire membership.

**Section 5.3 Notice of Meetings,** Except as otherwise provided in the Articles of Incorporation or these Bylaws, 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 and/or emailing a copy of such notice, postage prepaid, at least ten (10) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's home address and/ or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such a notice shall specify the place, day and hour of the meeting, the agenda for the meeting, and a statement detailing if voting will occur. If the meeting is to be held via electronic means, the notice shall also include instructions on how to attend the meeting.

**Section 5.4 Quorum,** the presence at the meeting of Members entitled to cast, or of proxies or electronic ballots entitled to cast, ten percent (10%) of the votes, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations or these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, the Members shall adjourn the meeting, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented.

**Section 5.5 Voting and Proxies,** At all meetings of Members, each Member may vote in person, electronically (if available) or by proxy. All electronic voting shall be concluded the day prior to the meeting, and all results tabulated and filed with the Secretary prior to the start of the meeting. Electronic votes are considered to be written and signed ballots. All proxies shall be in writing stating name, address, lot number, signed, and filed with the Secretary before the start of the meetings of Members.

**Section 5.7 Majority Vote; Withdrawal of Quorum,** When a quorum is present at any meeting of the Members, a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting; unless the question is one upon which by express provision of the statutes, the Declarations, the Articles of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

## ARTICLE VI BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 6.1 Number,** The affairs of the Association shall be managed by a Board of not less than three (3) no more than nine (9) Directors who must be members of the Association.

**Section 6.2 Election and Term of Office,** The Board of Directors shall be elected to specified positions on the Board at the Annual Membership Meeting by ballot (in writing, electronic or proxy) and shall hold office for two (2) years unless the member should sooner resign, or should be removed, or otherwise should be disqualified to serve. The persons receiving the largest number of votes shall be elected for each vacancy. The terms of the officers

of the Board are on an alternating basis, with their terms to coincide with the calendar year. At each 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 Article VIII of the *Declaration of Covenants, Conditions and Restrictions for Windmill Ranch Subdivision*.

**Section 6.3 Nomination**, Nominations shall be gathered by an Election Committee, which shall be composed of a Board Member not up for election and two Members of the Association. The Election committee shall be appointed by the Board of Directors prior to the annual meeting. At least ten (10) days prior to the date ballots are distributed for the election, the Election committee will send a notice to the Membership soliciting candidates for the positions to be filled in the election. Candidates will have ten (10) days to respond requesting inclusion on the ballot. The Election committee shall incorporate all candidates requesting inclusion on the ballot. The ballot shall be delivered to the Membership (via mail, email or electronic ballot) at least ten (10) days prior to the election.

**Section 6.4 Removal**, Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of the removal of a Director, the Board shall send an email to the Membership to solicit candidates for the position, and shall select his successor from the candidates received. In the event no candidates are received, the Board shall appoint a successor of its choice. The new Director shall serve for the unexpired term of his predecessor. In the event of the removal of all of the Directors, the Members shall elect new Directors in accordance with the procedures set forth in Section 6.2 above.

**Section 6.5 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 6.6 Terms of Service**, A Director may hold a position on the Board for no more than three (3) terms. A Director may then leave the Board for a period of one (1) year, and then may request to be considered for any position on the ballot in the next election.

## **ARTICLE VII MEETINGS OF DIRECTORS**

**Section 7.1 Regular Meetings**, Regular meetings of the Board of Directors shall be held bi-monthly in January, March, May, July, September and November at such place and hour as may be fixed from time to time by resolution of the Board. Notice of the monthly Board meeting shall be posted on the Association Bulletin Board and sent via email to the Members no later than seven days prior to the regular meeting giving the date, time and place of the meeting, proposed Agenda presenting items to be covered at the regular meeting, and instructions for accessing the meeting if it will be done via electronic means. The Board of Directors may go into Executive Session without Member participation to discuss and make decisions about confidential matters, and shall thereafter return to open session, and any decision made in the Executive Session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. Meeting minutes and the agenda for the meeting will be posted on the website within seven (7) days of the meeting.

**Section 7.2 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) days' notice to each Director. Notice of the special meetings shall be posted on the Association Bulletin Board and sent via email to the Members no later than three days prior to the special meeting giving the date, time and place of the meeting, an Agenda stating the reason and purpose of the special meeting, and instructions for accessing the meeting if it will be done via electronic means. Meeting minutes and the agenda for the meeting will be posted on the website within seven (7) days of the meeting.

**Section 7.3 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.

**Section 7.4 Emergency Actions,** In the event of an emergency requiring immediate action by the Board, an attempt will be made to contact all Board members. The Directors shall have the right to take any action which they could take at a meeting by obtaining the approval of the majority of the Directors, subject to the limitations prescribed in the Texas Property Code, Section 209.0051(h). Any action so approved shall have the same effect as though taken at a meeting of the Directors. All actions taken absent a meeting shall be posted on the Association's bulletin board, documented in the meeting minutes of the next Board meeting, and sent via email to all Members of the Association within fourteen (14) days.

## **ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 8.1 Powers,** The Board of Directors shall have the power:

- a. To adopt and publish rules and regulations governing the use of the Common Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. To exercise for the Association all power, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws and the Articles of Incorporation, provided, however, any entering into of contracts shall be subject to the statutes detailed in the Texas Property Code (TPC) Section 209.0052;
- c. To declare the office of a Director of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors without just cause having been furnished and accepted by the Board;
- d. To establish, and disburse and maintain such petty cash fund as necessary for efficient carrying on the business of the Association;
- e. To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association;
- f. To foreclose its lien as created by Article VI of the Declarations against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

**Section 8.2 Duties,** it shall be the duty of the Board of Directors:

- a. To 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. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

- c. To establish membership fees or assessments;
- d. To procure and maintain adequate hazard insurance covering properties owned by the Association; general liability insurance covering the Association and coverage of not less than \$1,000,000.00; and directors and officers liability insurance with coverage of not less than \$1,000,000.00;
- e. To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate;
- f. To cause the Common Facilities to be maintained;
- g. As more fully provided in the Declarations, to:
  - 1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment (period) due date; and
  - 2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment (period) due date.
- h. To issue or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not an assessment has been paid. (A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment);
- i. To enter into contracts to manage the operations of the Association, provided, however, that in the event the expenditure is not budgeted for and exceeds \$5,000 the Board is required to gather three (3) bids for the work and to notify the Membership via email within seven (7) days about the unbudgeted expense, and
- j. To exercise other rights and duties set forth herein or in the Articles of Incorporation or in the Declarations.

## **ARTICLE IX COMMITTEES**

**Section 9.1 Committees,** The Board of Directors may establish Special Purpose committees as deemed appropriate in carrying out its purposes and shall determine the duties and responsibilities of such committees. The committee may be composed of two (2) Board Members and a minimum of three (3) Members of the community not on the Board, who shall be selected by emailing the Membership requesting volunteers. All committees will serve at the pleasure of the Board and will report directly to the Board of Directors at regular monthly Board Meetings.

## **ARTICLE X OFFICERS AND THEIR DUTIES**

**Section 10.1 Enumeration of Officers and Directors,** The officers and directors of this Association shall be:

- President
- Vice President
- Secretary
- Treasurer
- Director of Architectural Review Committee

- Director of Restriction Review Committee
- Director of Operations Committee
- Director of Community Care Committee

And such other officers and directors as the Board may from time to time by resolution create, all of whom shall at all times be Members of the Board of Directors and members of the Association.

**Section 10.2 Designation and Removal,** Any Officer or Director may be removed from office by a minimum of sixty-seven percent (67%) vote of the complete Board of Directors. An officer may resign at any time by giving notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

**Section 10.3 Vacancies,** A vacancy in any office may be filled by appointment by the Board. The Board shall solicit candidates for replacement by emailing the Membership and requesting candidates, and shall state a deadline for inclusion in the selection process. In the event no candidates are put forth, the Board shall select any Member of the Association. The officer selected to such vacancy shall serve for the remainder of the term of the officer he replaces. Members of the Board of Directors shall be in compliance with the *Declarations of Covenants, Conditions, and Restrictions and the Texas Property Code*.

**Section 10.4 Multiple Offices,** Any two or more offices may be held by the same person, except no person may hold the offices of President and Secretary or President and Treasurer at the same time.

**Section 10.5 Duties,** The duties of the Officers and Directors are as follows:

**PRESIDENT**

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, deeds, and other written instruments and shall co-sign all checks and promissory notes that exceed an amount of \$ 1,000.00 (one thousand).

**VICE PRESIDENT**

A Vice-President shall be elected by the Board of Directors from within the Board. The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**SECRETARY**

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, post meeting minutes and agendas for all Board and Member meetings on the website within one week of the meeting, and shall perform such other duties as required by the Board.

**TREASURER**

The Treasurer shall receive and deposit in bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; provide financial statements at each Board meeting and provide to the Secretary for posting on the website with the meeting minutes; cause an annual audit and/or compilation of the Association books to be made by a public accountant at the completion of each fiscal year and post such results on the website within thirty (30) days of receipt; and shall prepare an annual budget to be presented to the membership at its regular annual meeting for approval by membership and post such financial statements on the website.

### **DIRECTOR OF ARCHITECTURAL REVIEW COMMITTEE**

The Director of the Architectural Review Committee shall attend all regular monthly board meetings and report on activities of that Committee. The duties and responsibilities of this Director are those listed in the *Board Policy Manual*.

### **DIRECTOR OF RESTRICTION REVIEW COMMITTEE**

The Director of Restriction Review Committee shall attend all regular monthly board meetings and report on activities of that Committee. The duties and responsibilities of this Director are those listed in the *Board Policy Manual*.

### **DIRECTOR OF OPERATIONS COMMITTEE**

The Director of Operations Committee shall attend all regular monthly board meetings and report on activities of that Committee. The duties and responsibilities of this Director are those listed in the *Board Policy Manual*.

### **DIRECTOR OF COMMUNITY CARE COMMITTEE**

The Director of Community Care Committee shall attend all regular monthly board meetings and report on activities of that Committee. The duties and responsibilities of this Director are those listed in the *Board Policy Manual*.

## **ARTICLE XI INDEMNITY**

**Section 11.1 Indemnification,** The Association shall indemnify any person (and the heirs, executors, administrators, personal representatives, successors and assigns of each person) who is or was a Director, officer, manager or employee of the Association, or of any other corporation which he served as such at the request of the Association and of which the Association directly or indirectly is a shareholder or creditor, or in which it is in any way interested, against any and all liabilities, costs or expenses including, but not limited to, counsel fees, that may be incurred by him in connection with or resulting from any claim, actions, suit or other proceeding (whether brought by or in the right of the Association or otherwise), civil or criminal, or in connection with an appeal relating thereto, in which he may become involved as a party or otherwise by reason of being or having been such a Director, officer, manager or employee (whether or not a Director, officer, manager or employee at the time such liability and expense may be incurred) except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for or guilty of negligence or misconduct in the performance of his duty. The Association may also reimburse to any such Director, officer, manager or employee the reasonable costs of settlement, including reasonable expenses, of any such action, suit or proceeding, if it shall be found by a majority of a committee of Directors composed of all of the Directors not involved in the matter in controversy, whether or not a quorum, that it is to the best interest of the Association that such settlement be made and that such Director, officer, manager or employee was not guilty of gross negligence or willful misconduct. This indemnification shall be to the fullest extent permitted by, and subject to the required findings and procedures of Article 1396-2.22 A, Vernon's Texas Revised Civil Statutes Annotated, as it exists on the date of Incorporation of the Association. The Association shall be entitled to obtain insurance to cover the Association's obligation of indemnification.

**Section 11.2 Indemnification Not Exclusive,** The rights of indemnification and reimbursement provided for in Section 11.1 of this Article shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled under any Bylaws, agreement, vote of Members, or as a matter of law otherwise.

**Section 11.3 Indemnification without Obligation,** Nothing in this Article XI shall obligate the Association to indemnify any Member who is or has been a Director, officer, manager or employee for any duties or obligations assumed or liabilities incurred by such Member simply by virtue of his becoming a Member pursuant to the terms of the Declarations.

## **ARTICLE XII ASSESSMENTS**

**Section 12.1 Creation of the Lien and Personal Obligation of Assessments,** By the Declarations each Member is deemed to covenant and agree to pay to the Association: 1) annual assessment charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, Each such assessment, together with such interest, cost of collection and reasonable attorney's fees as provided in the Declarations, also shall be the personal obligation of the person who was the Owner of such Lot at the time when the obligation accrued and shall not pass to his successors in the title unless expressly assumed by them.

**Section 12.2 Purpose of Assessments,** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members, and for the improvement, maintenance and operation of the Common Facilities and providing services related to the use and enjoyment of the Properties by the Members.

**Section 12.3 Basis and Maximum of Annual Assessments,** Until January 1, 2002, the maximum annual assessment shall be \$250.00 per Improved Lot deeded out of the Declarant. From and after January 1, 2002, the maximum annual assessment may be determined by the Board of Directors, but may not be increased by more than 10% above that of the previous year without vote of the membership.

**Section 12.4 Assessments to be Levied by Board,** After consideration of current costs of maintenance and operation and anticipated needs of the Association during the year for which the assessment is being made, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum set forth in Section 12.3.

**Section 12.5 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements,** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- a. In any assessment year, a Special Assessment may be levied on all Lots (as defined in Section 3 of Article VI of the Declarations), applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, including fixtures and personal property related thereto, in accordance with the provisions of these Bylaws, The Association shall not commingle the proceeds of such Special Assessments with the maintenance funds, Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance of improvements in question,
- b. The Board of Directors shall determine the necessity and the amount of any Special Assessment. Special Assessments shall not be effective unless approved by two-thirds (2/3) of the votes of the Members who are Owners of Lots and who are voting in person, electronically or by proxy at a meeting duly called for the purpose of approving the Special Assessments and conducting other business, if any. Written notice of such meeting shall have been sent to all Members who are Owners of Lots at least thirty (30) days in advance of the meeting and shall have set forth the purpose of the meeting.

**Section 12.6 Uniform Rate,** Both annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.



**Section 12.7 Quorum for any Action Authorized under Sections 12.3 and 12.5,** At any meeting called, for the purposes set forth in Sections 12.3 and 12.5(b) hereof, the presence at the meeting of Members, or of proxies entitled to vote, sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 12.3 and 12.5(b), and in Sections 4 and 5 of the Declarations, however, the quorum requirement shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the preceding meeting.

**Section 12.8 Date of Commencement of Annual Assessments, Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of January, 2001. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment on any assessment therein stated to have been paid.

**Section 12.9 Effect of Non-payment of Assessments: Remedies of the Association,** 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 Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments and the assessment shall bear interest from the date of delinquency at the highest lawful rate of interest permitted in the State of Texas during the period of delinquency, or at such lesser rate as may be set by the Board of Directors from time to time and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The association or its agents shall have the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property. For the purpose of such foreclosure, the Board of Directors shall appoint a trustee to conduct the foreclosure and shall record a notice of the appointment of such trustee in the Real Property Records of Comal County, Texas. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities, Private Streets or abandonment of his Lots.

**Section 12.10 Subordination of the Lien to Mortgages,** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/ or improving such Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagor from personal liability for payment of such delinquent assessment and additional charges as provided herein above. Such sale or transfer shall not relieve the new Owner of such Lot from liability for any assessments becoming due after such foreclosure sale or sale in lieu of foreclosure, nor from the lien of any such subsequent assessment.

### **ARTICLE XIII BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member from 9:00 a.m. to

12:00 noon and from 1:00 p.m. to 5:00 p.m. on all regular business days with at least a ten (10) day advance written request via certified mail to the President of the Board of Directors, whose address will be provided in the November General Meeting Minutes, as records may be stored offsite in nearby Storage Unit. The Articles of Incorporation and the Bylaws of the Association are available at any time to all Members of the Association on the Association's website. All books, records and papers of the Association shall be retained and available pursuant to the schedules detailed in the Texas Property Code, Section 209.005.

#### **ARTICLE XIV CORPORATE SEAL**

The Board of Directors may elect not to have a corporate seal, or may authorize the Association to have a seal in circular form having within its circumference the words: "Windmill Ranch Homeowners Association, Inc.".

#### **ARTICLE XV FISCAL YEAR**

The Fiscal Year of the Association shall begin on the 1st day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of organization of the corporation.

#### **ARTICLE XVI AMENDMENTS**

**Section 1,** These Bylaws may be amended, at a regular or special meeting of the Members, by a majority of the votes of the Members making up a quorum of Members present in person or by proxy, provided that, if any Lot is encumbered by a mortgage loan, any such amendment may be subject to approval by the Member's Mortgage holder or the appropriate agency.

**Section 2,** In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In case of any conflict between the Declarations and these Bylaws, the Declarations shall control. In the case of any conflict between these Bylaws and the Texas Property Code, the Texas Property Code shall control.

#### **ARTICLE XVII GENDER AND GRAMMAR**

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

#### **ARTICLE XVIII ENFORCEMENT**

In the event that the Association institutes legal action to enforce any restrictive covenants or other condition of the Declarations, Articles of incorporation or Bylaws, and the violator voluntarily corrects or abates such violation after litigation has been filed, the Association shall not dismiss or abandon such legal action until it has been reimbursed all of its expenses, including reasonable attorney's fees and court costs.

**ARTICLE XIX  
ALTERNATIVE DISPUTE RESOLUTION**

It is the policy of the State of Texas to encourage the peaceable resolution of disputes through alternative dispute resolution procedures. Therefore, if a dispute arises in relation to the construction of the Declarations, the Articles of Incorporation, these Bylaws or actions of the Board of Directors, its officers or agents, which cannot be resolved in good faith through informal discussion, the parties agree to submit the dispute to mediation or some other mutually agreeable alternative dispute resolution process.

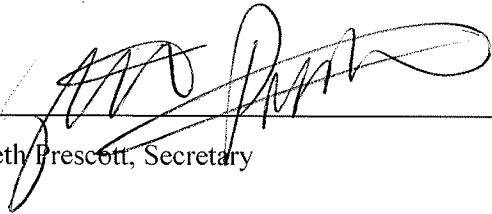
These Bylaws of Windmill Ranch Homeowner's Association, Inc. were approved by the membership on March 13, 2024. We, being all the Directors of the Windmill Ranch Owners' Association, Inc., have hereunto executed this document this \_\_\_\_ day of April, 2024.



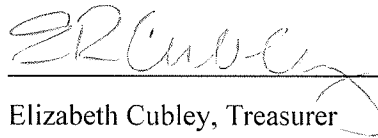
Mechelle Salmon, President



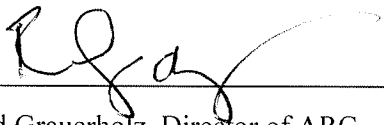
Wayne Jones, VP and Director of RRC



Seth Prescott, Secretary




Elizabeth Cubley, Treasurer



Richard Grauerholz, Director of ARC



H. Mack Magill, Director of Community Care



Matt Bright, Director of Operations