

**BYLAWS OF
WESTERN WAY OWNERS ASSOCIATION**

**ARTICLE I.
NAME AND PRINCIPAL OFFICE**

Section 1.1 Name. The name of the organization is WESTERN WAY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2 Principal Office. The principal office of the Association shall be located in Wilson County, Texas, but meetings of Members and Directors may be held at such places within Wilson County or any adjacent county as may be designated by the Board of Directors.

**ARTICLE II.
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to WESTERN WAY OWNERS ASSOCIATION, a Texas nonprofit corporation, its successors and assigns.

Section 2.2 "Common Area" shall mean and refer to all real property to be owned and/or maintained and/or otherwise controlled by the Association for the common use and enjoyment of the Owners as more particularly described in the Declaration.

Section 2.3 "Developer" shall mean and refer to BSR Development, Inc., its successors and assigns.

Section 2.4 "Developer Control Period" shall mean that period of time beginning with the creation of the Association and ending with the transfer of title of the last Lot in the Subdivision by Developer.

Section 2.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Western Way Subdivision.

Section 2.6 "Lot" shall mean and refer to all plots of land subjected to the Declaration, with the exception of the Common Area, if any.

Section 2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties (as defined below), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.9 "Properties" shall mean and refer to that certain real property made subject to the Declaration, and such additional property that may annexed thereto.

ARTICLE III.
VOTING AND MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of formation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date designated by the Board of Directors.

Section 3.2 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 one-tenth of the membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice (postage prepaid, at least ten, but not more than sixty, days before such meeting to each Member, 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 hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting of absentee ballots, electronic ballots, and/or physical persons of Members entitled to cast (or of proxies entitled to cast) one-tenth of the votes, shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members and their proxies present shall have power to adjourn and reconvene the meeting from time to time, subject to the notice requirement of Section 3.3 above, until a quorum as aforesaid shall be present or be represented. At any such reconvened meeting following adjournment due to failure to obtain a quorum, the presence at the meeting of Members, their absentee ballots, electronic ballots and/or proxies entitled to collectively cast one-twentieth of the votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration or these Bylaws

Section 3.5 Ballots and Proxies. At all meetings of Members, each Member may vote by absentee ballot, electronic ballot, in person or by proxy. All ballots and proxies shall be written, signed and dated. Every proxy shall be revocable and shall automatically expire eleven months after the date of its execution or upon conveyance by the Member of his Lot, whichever occurs first. The Board of Directors of the Association may designate an official ballot and/or proxy form, in which case only the official form shall be valid. Members shall be entitled to obtain from the Secretary as many official forms as they may request.

Section 3.6 Voting Rights and Classes of Membership. The Association shall have two classes of voting membership.

- a. Class A Lots. Class A Lots shall be all Lots except Class B Lots, as the same is hereafter described. Each Class A Lot shall entitle the Owner of said Lot one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any lot, all such persons shall be members and the voting rights appurtenant to said lot shall be exercised as they, among themselves, determine.

b. Class B Lots. Class B lots shall be all lots owned by Developer, which have not been converted to Class A Lots as, provided in paragraphs (1) or (2) below. The Developer shall be entitled to ten (10) votes for each Class B Lot owned by Developer. The Class B Lots shall cease to exist and shall be converted to Class A Lots:

1. When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; provided, the Class B Lots shall be reinstated with all rights, privileges and responsibilities, if after conversion of the Class B Lots to Class A Lots hereunder, additional land containing more lots is annexed to the existing property hereof; or

2. On December 31, 2025, whichever event shall last occur.

When Class B Lots cease to exist and are converted to Class A Lots, Developer shall have the same voting rights as other owners of Class A Lots.

Notwithstanding any other provisions to the contrary herein if it shall appear any time prior to December 31, 2025, that the voting formulas herein above established shall result in the Owner of lots other than Developer being privileged to cast in the aggregates as many as, or more votes than the aggregate number privileged to be cast by Developer, then, in such event, Developer shall be privileged to cast a total number of votes equal to the number of votes which all other Owners are entitled to cast, plus one additional vote, After December 31, 2025, the number of votes which Developer shall be privileged to cast, shall be determined in accordance with subsections (a) and (b) of this article.

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 4.1 Number. The affairs of this Association shall be managed by a Board of three Directors. The number of Directors may be changed by amendment of these Bylaws of the Association. Notwithstanding the foregoing, Developer shall have the sole authority to appoint and remove members of the Board of Directors and officers of the Association, until ten years after the date the Declaration is recorded. No later than 120 days after the tenth anniversary of the recording of the Declaration, at least one-third of the Board members must be elected by owners other than Developer. Thereafter, Developer shall appoint or elect all remaining members of the Board of Directors and all officers of the Association until Developer has sold its last Lot in the Subdivision. Developer may relinquish control over the appointment of the Board of Directors and officers of the Association prior to the tenth anniversary of the recording of the Declaration by an instrument in writing signed by a duly-authorized representative of the Developer.

Section 4.2 Term of Office. Prior to the expiration of Developer Control over election or appointment of at least one of the members of the Board of Directors of the Association, all Directors shall serve terms of three years. At the first annual meeting during which an election of Directors is held following expiration of Developer Control over election or appointment of at least one of the members of the Board of Directors of the Association, Members shall elect the entire Board of Directors as follows: one Director shall be elected for a term of one year, one Director shall be elected for a term of two years, and one Director shall be elected to a term of three years; thereafter, all Directors shall be elected for three year terms.

Section 4.3 Resignation or Removal. Directors may resign upon written notice. The Board of Directors may permit any resignation to be withdrawn and/or rescinded. 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 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.

Section 4.4 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.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 5.1 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 one 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. 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. Failure of the Association and/or Nominating Committee to comply with this Section shall not invalidate any election results.

Section 5.2 Election. Election to the Board of Directors shall be by written ballot or, if uncontested, by acclamation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 Qualification. Any person elected or appointed pursuant to the Certificate of Formation of the Association, or by Developer, may serve as a Director, provided, however, that no other person shall be eligible for election unless they are at the time of nomination an Owner of a Lot, as defined above.

ARTICLE VI. MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each year, at such place within Wilson County, Texas, or any adjacent county, and at such hour, as may be fixed from time to time by the Board of Directors.

Section 6.2 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 days' notice to each Director, unless notice is waived in writing by each Director.

Section 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.

Section 6.4 Open Meetings.

During the Developer Control Period, meetings of the Board need not be open to attendance by the Members, except for meetings conducted for one or more of the following purposes:

- a. Adopting or amending the governing documents, including the Declaration, Bylaws, rules and regulations of the Association;
- b. Increasing the amount of regular assessments of the Association or adopting or increasing a special assessment;
- c. Electing non-developer Board members of the Association or establishing a process by which those members are elected; or,
- d. Changing the voting rights of Members of the Association.

After expiration of the Developer Control Period, meetings of the Board of Directors shall be open to attendance by the Members of the Association, subject to the right of the Board of Directors to adjourn a Board meeting and reconvene in closed executive session to consider:

- a. Actions involving personnel;
- b. Pending or threatened litigation;
- c. Contract negotiations;
- d. Enforcement actions;
- e. Confidential communications with the Association's attorney;
- f. Matters involving the invasion of privacy of individual owners; or
- g. Matters that are to remain confidential by request of the affected parties and agreement of the Board.

If the Board adjourns an open meeting and reconvenes in closed executive session, following such executive session it shall announce an oral summary of any decisions made and expenditures approved in executive session, and shall include the summary in the minutes of the meeting. The summary must be in general terms and shall not breach the privacy of any individual owner, violate any privilege, or disclose information that was to remain confidential at the request of the affected parties.

A Board meeting may be held by electronic or telephonic means provided that:

- a. Each Board member may hear and be heard by every other Board member;
- b. Except for any portion of the meeting conducted in executive session, all Owners in attendance at the meeting may hear all Board members and Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and
- c. The notice of the meeting includes instructions for Owners to access any communication method used or expected to be used by a Board member to participate.

Section 6.5 Meeting Notices.

Directors shall be entitled to written notice of all meetings delivered at least seventy-two hours in advance.

Notice of (1) meetings of the Board of Directors that occur during the Developer Control Period that are required to be open to the Members of the Association, and (2) all meetings of the Board of Directors that occur after the Developer Control Period, shall be provided to the Members of the Association, including the date, hour, place, general subject of each meeting of the Board of Directors, and a general description of any matter that may be brought up for deliberation in executive session. The notice shall be:

(1) mailed to each property owner not later than the tenth day or earlier than the sixtieth day before the date of the meeting; or

(2) provided at least seventy-two hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's Members:

(i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

(B) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated e-mail address registered with the Association.

Section 6.6 Actions Without Meeting.

The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Owners, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in a meeting for which prior notice was given to Owners, consider or vote on:

- (1) fines;
- (2) damage assessments;
- (3) initiation of foreclosure actions;
- (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) increases in assessments;
- (6) levying of special assessments;
- (7) appeals from a denial of architectural control approval;
- (8) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption or amendment of a dedicatory instrument;
- (11) the approval of an annual budget that increases the budget by more than ten percent;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board;
- (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) the election of an officer.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 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 right to use of Common Areas, if any, 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 right may be suspended after notice and opportunity for a hearing for a period not to exceed sixty days for infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Formation or the Declaration.
- (d) Enter into contracts with independent contractors or municipalities for police or security protection, fire protection, landscaping services, and sanitary services such as garbage collection.
- (e) Employ a manager, independent contractors, attorneys, accountants, auditors, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Cause audited or unaudited reports of the business affairs of the Association to be prepared from time to time.

Section 7.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Keep a complete record of all its acts and corporate affairs, and to make those records available to the membership upon written request made in compliance with applicable law;
- (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 assessments against each Lot at least thirty days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and,
 - (3) Foreclose the lien against any property for which assessments are not paid within sixty 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 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;
- (e) Procure and maintain adequate liability and hazard insurance on property owned or managed by the Association; and,
- (f) Cause the Detention Ponds to be maintained and repaired so that they serve the purposes for which they are intended and to maintain the Drainage Easement if the Lot Owner does not maintain same in a condition so that it serves its intended purposes.

**ARTICLE VIII.
OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, create by resolution.

Section 8.2 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 after expiration of Developer Control.

Section 8.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 8.4 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.

Section 8.5 Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or 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. The Board of Directors may permit any resignation to be withdrawn and/or rescinded.

Section 8.6 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.

Section 8.7 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 8.4 of this Article.

Section 8.8 Duties. The duties of the officers are as follows:

(a) **President.** The President shall preside at meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.

(b) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the Members of the Association, together with their addresses; certify official actions of the Association; and shall perform such other duties as required by the Board.

(c) Treasurer. The Treasurer 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; shall sign all promissory notes of the Association; keep proper books of account; cause an unaudited annual financial statement of the Association books to be prepared 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. Duties of the Treasurer may be assigned to the Association's management company.

ARTICLE IX. BOOKS AND RECORDS

Section 9.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection and copying by any Member, or their agent, accountant or attorney, pursuant to the requirements of Texas law, including, without limitation, Section 209.005, Texas Property Code. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X. COMMITTEES

The Board shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI. AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of the Members present in person or by proxy or by electronic or absentee ballot. These Bylaws may also be amended by a vote of a majority of the Board of Directors.

Section 12.2 In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION

The Corporation shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

2. INSURANCE

The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Association or who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE XIII.
MISCELLANEOUS

Section 13.1 The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year, except that the first fiscal year shall begin on the date of formation and end on the last day of December of that year.

IN WITNESS WHEREOF, we, being all of the Initial Directors of Western Way Owners Association, Inc., have hereunto set our hands as of this _____ day of _____, 2019.


APPROVAL OF INITIAL DIRECTORS:



Daniel Friesenhahn, Jr.



Shelley Friesenhahn



Sandra Friesenhahn