

AFTER RECORDING, PLEASE RETURN TO:

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Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201

**FIFTH SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM OF RECORDING OF
DEDICATORY INSTRUMENTS FOR WIND RIDGE ESTATES
PHASES I AND II HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The undersigned, as attorney for Wind Ridge Estates Phases I and II Homeowners' Association, Inc., for the purpose of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instrument affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

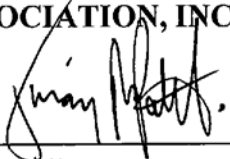
- ***Amended and Restated By-Laws of Wind Ridge Estates Phases I and II Homeowners' Association, Inc.*** (Exhibit A).

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the dedicatory instrument.

IN WITNESS WHEREOF, Wind Ridge Estates Phases I and II Homeowners' Association, Inc. has caused this Fifth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the office of the Dallas County Clerk and serves to supplement that certain Certificate and Memorandum of Recording of Association Documents for Wind Ridge

Estates Phases I and II Homeowners' Association, Inc. filed on February 28, 2000, and recorded in Volume 2000040, Page 2554, *et seq.* of the Official Public Records of Dallas County, Texas; that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on January 5, 2012, and recorded as Instrument No. 201200003487 in the Official Public Records of Dallas County, Texas; that certain Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on May 29, 2012, and recorded as Instrument No. 201200152133 in the Official Public Records of Dallas County, Texas; that certain Third Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on December 31, 2012, and recorded as Instrument No. 201200384848 in the Official Public Records of Dallas County, Texas; and that certain Fourth Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for Wind Ridge Estates Phases I and II Homeowners' Association, Inc. filed on July 10, 2014, and recorded as Instrument No. 201400171438 in the Official Public Records of Dallas County, Texas.

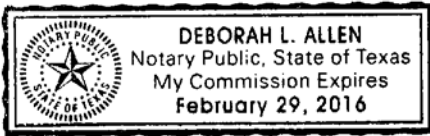
**WIND RIDGE ESTATES PHASES I
AND II HOMEOWNERS'
ASSOCIATION, INC.**

By: 
Its: _____
Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Wind Ridge Estates Phases I and II Homeowners' Association, Inc., known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 4th day of November, 2015.



Deborah L. Allen
Notary Public, State of Texas

EXHIBIT A

AMENDED AND RESTATED BY-LAWS OF WIND RIDGE ESTATES PHASES I AND II HOMEOWNERS' ASSOCIATION, INC.

Table of Contents

ARTICLE I..... 1
NAME AND LOCATION..... 1
ARTICLE II 1
DEFINITIONS 1
ARTICLE III..... 2
MEMBERSHIP AND VOTING RIGHTS 2
 Section 1. Membership..... 2
 Section 2. Voting Rights..... 3
ARTICLE IV..... 3
MEETINGS OF MEMBERS..... 3
 Section 1. Annual Meetings..... 3
 Section 2. Special Meetings..... 3
 Section 3. Notice of Meetings..... 3
 Section 4. Quorum..... 3
 Section 5. Notice and Quorum Requirements for Assessments..... 3
 Section 6. Voting..... 4
 Section 7. Proxies..... 4
 Section 8. Tabulation of Votes..... 4
 Section 9. Recounts..... 4
ARTICLE IV-A..... 5
BOARD OF DIRECTORS..... 5
 Section 1. Purpose and Powers..... 5
 Section 2. Number..... 5
 Section 3. Nomination..... 5
 Section 4. Election..... 6
 Section 5. Term of Office..... 6
 Section 6. Removal; Vacancies, Disqualification..... 6
 Section 7. Compensation..... 6
ARTICLE V 6
MEETINGS OF DIRECTORS..... 6

Section 1. Regular Meetings	6
Section 2. Special Meetings	7
Section 3. Executive Sessions.....	7
Section 4. Quorum.....	7
Section 5. Action Taken Without a Meeting.....	7
Section 6. Open Meetings and Notice to Members.....	7
Section 7. Meeting by Telephonic or Other Electronic Means	8
ARTICLE VI	8
RECORDS AND REPORTS	8
Section 1. Records.....	8
Section 2. Inspection.....	8
Section 3. Reports	8
ARTICLE VII	9
OFFICERS AND THEIR DUTIES	9
Section 1. Officers.....	9
Section 2. Election and Term of Officers.....	9
Section 3. Special Appointments.....	9
Section 4. Resignation, Removal and Vacancies.....	9
Section 5. Duties.....	9
ARTICLE VIII	10
INDEMNIFICATION OF OFFICERS AND DIRECTORS	10
Section 1. Indemnification	10
Section 2. Other	13
Section 3. Interested Directors and Officers.....	13
ARTICLE IX	13
MISCELLANEOUS	13
Section 1. Fiscal Year.....	13
Section 2. Notice.....	13
Section 3. Amendments.....	14
Section 4. Conflict	14
Section 5. Notices.....	14

**AMENDED AND RESTATED BY-LAWS OF WIND RIDGE ESTATES
PHASES I AND II HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is WIND RIDGE ESTATES PHASES I AND II HOMEOWNER'S ASSOCIATION, INC. The registered office of the corporation is 1700 Pacific Avenue, Suite 2700, Dallas, Texas 75201, but meetings of Members and directors may be held at such places within the State of Texas, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The following words when used in this Declaration or any amendment or supplement hereto (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

- (a) "Articles of Incorporation" means the Articles of Incorporation of the Association as amended from time to time.
- (b) "Association" means Wind Ridge Estates Phases I and II Homeowner's Association, Inc., a Texas non-profit corporation.
- (c) "Board" or "Board of Directors" means the Board of Directors of the Association.
- (d) "Common Areas" means any real property, an interest in which has been conveyed to the Association for recreation, greenbelts, open spaces or related uses, intended for and devoted to the common use and enjoyment of the Members as described in Section 2.05 of the Declaration.
- (e) "Common Properties" means (i) any parkway or median within a public right-of-way that adjoins or is in close proximity to the Additions and which the Association is permitted to landscape and maintain; (ii) any property adjoining the addition to which the Association has been granted a license or other right to use or improve, including public rights-of-way; (iii) any fence or landscaping easement hereafter conveyed to the Association; (iv) any Common Areas hereafter conveyed to the Association; (v) any property which is hereafter annexed and which is conveyed to the Association to be maintained and improved by the Association for the purpose of enhancing and protecting the value, attractiveness and desirability of the property subject to this Declaration; and (vi) any and all improvements that are now or may hereafter be on any of the above.

- (f) "Declarant" means TCR and TCR III-A.S., or their respective successors, or any person or entity that acquires the fee title to at least 25% of the lots covered by this Declaration and to whom TCR and TCR III-A.S., or their respective successor, assign by written assignment their rights as Declarant hereunder. If additional property is annexed pursuant to Section 2.02 of the Declaration, all or substantially all of which is owned by an affiliate of TCR, "Declarant" shall mean both TCR and such affiliate, and the acts of Declarant shall be exercised by the one owning the greater net fee title to Lots covered by this Declaration, or otherwise by them as they, among themselves, determine.
- (g) "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Wind Ridge Estates Phases I and II, and all amendments and supplements thereto.
- (h) "Lot" means any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of Land covered by this Declaration, which is designated as a Lot therein and which is or will be improved with a residential dwelling; provided any portions of the Common Properties which are platted as a "Lot" on the subdivision plat shall be excluded from the definition of "Lot" as used herein.
- (i) "Member" means each Owner of a Lot as described in Article III, Section 1, below.
- (j) "Owner" means each and every person or entity who is a record owner of a fee or undivided fee interest in any Lot subject to the Declaration; however, the word "Owner" shall not include the Association nor any person(s) or entity(ies) who merely hold an easement upon a Lot, or a lien or interest in a Lot as security for the performance of an obligation.
- (k) "TCR" means TCR-Mountain Creek No. I Limited Partnership, or its successors.
- (l) "TCR III-A.S." means TCR III-A.S. Mountain Creek No. 1 Limited Partnership, or its successors.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a lot shall automatically be a Member of the Association. Since membership in the Association is appurtenant to and inseparable from ownership of a Lot, a person is obligated to remain in good standing so long as he owns a Lot, and a person's membership shall terminate automatically whenever such person ceases to be an Owner; but such termination shall not release or relieve such person from any liability or obligation incurred while a Member of the Association, nor impair any rights or remedies which the Association or any other Member has with regard to such former Member. The Board of

Directors may declare that an Owner is not a Member in good standing because such Member has due but unpaid assessments, charges, interest or legal fees and/or is otherwise in violation of these Covenants and Restrictions.

Section 2. Voting Rights. The Association shall have one class of voting membership: Class A Members. Class A Members shall be entitled to one vote for each Lot owned.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held annually. The Board of Directors shall set forth the date, time, and location of the annual meeting. Annual meetings shall be held at such suitable place, reasonably convenient to the Members. The Board of Directors will use best-efforts to hold the annual meeting on or near the same calendar day of each year.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or the Board of Directors, or upon written request or petition of the Members who are entitled to vote $\frac{1}{4}$ of all the votes in the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 but not more than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. For acts which require a vote from the entire voting membership regardless of class, the presence at a Members' meeting of $\frac{1}{10}$ of the votes entitled to be cast by the entire membership, regardless of class, represented in person or by legitimate proxy, shall constitute a quorum. Except as otherwise provided in the Declaration or the Articles of Incorporation, for acts which require a vote from each voting class of the membership, the presence at a Members' meeting of $\frac{1}{10}$ of the votes entitled to be cast for each voting class of membership, represented in person or by legitimate proxy, shall constitute a quorum. If a quorum shall not be present or represented at any meeting, the Members present or represented may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Notice and Quorum Requirements for Assessments. Written notice of any Member's meeting called for the purpose of taking any action required by the Members under section 5.03 or 5.04 of the Declaration shall be sent to all Members not less than 20 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of

Members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ½ of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Voting. Unless otherwise expressly required in the Articles of Incorporation or the Declaration, the vote of the majority of the votes entitled to be cast by all Members, regardless of class, present or represented by legitimate proxy at a meeting at which a quorum is present shall be the act of the Members. No portion of the Common Properties can be mortgaged, dedicated or conveyed without the approval of 2/3 of the votes of each class of Members who are voting in person or by proxy at a duly held meeting.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, executed by the Member or his duly authorized attorney-in-fact and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Tabulation of Votes. Any person who tabulates ballots in an Association election or vote may not disclose how a Member or individual voted. A person who is a candidate or otherwise the subject of an Association vote, or a person related to that person within the third degree of affinity or consanguinity, may not tabulate or otherwise be given access to the ballots cast in an election or vote.

Section 9. Recounts. Any Member may, not later than the 15th day after the date of the meeting at which the election or vote was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

- (1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation service to Association's mailing address as reflected on the latest management certificate filed under Section 209.004 of the Texas Property Code; or
- (2) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004 Texas Property Code or to the address to which absentee and proxy ballots are mailed.

The Association shall, at the expense of the Member requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to conduct a recount. The Association shall enter into a contract for the services of a person who:

- (1) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity, and is either:

- (A) a current or former:
 - (i) county judge;
 - (ii) county elections administrator;
 - (iii) justice of the peace; or
 - (iv) county voter registrar;

OR

- (B) a person who is not a Member of the Association or related to a current director and who is agreed on by the Association and the Member requesting the recount.

Any recount must be performed on or before the 30th day after the date of receipt of a request and payment for a recount. If the recount changes the results of the election, the Association shall reimburse the requesting Member for the cost of the recount. The Association shall provide the results of the recount to each Member who requested the recount. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE IV-A BOARD OF DIRECTORS

Section 1. Purpose and Powers. The Board of Directors shall manage the business and affairs of the Association. The Board of Directors shall have and may exercise all such powers, duties, functions and authority as shall be specified in the Declaration, the Articles of Incorporation, these By-Laws, the Texas Non-Profit Corporation Act, and as may be delegated to it from time to time by the Association not inconsistently with the Declaration. The Board of Directors may delegate specific Association management responsibilities to an authorized person or entity; provided, however, such delegation shall not relieve or release the Board of Directors of any duty to oversee, manage or direct the business and affairs of the Association.

Section 2. Number. The Board of Directors shall consist of five directors, who shall be Members of the Association. The number of directors may be increased or decreased from time of time by amendment to these By-Laws, but in no event can there be less than three directors.

Section 3. Nomination. Nomination 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, to serve from the close of such annual meeting until the close or the next annual meeting and such

appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. In the event any Lot has multiple Members, said Members shall designate in writing which Member desires to serve on the Board of Directors. Multiple Members representing one Lot are not permitted to serve on the Board of Directors concurrently. When a Member is nominated from the floor, that Member must be present to accept the nomination or present a notarized statement of acceptance of the nomination must be presented to the Nominating Committee at the meeting.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. If a Lot is represented by more than one Member, a single Member must be designated to cast the vote(s) for that Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he is elected and until his successor shall be elected and qualified, unless a director is sooner removed or resigns. At the 2015 annual meeting of the Members of the Association, there will be an election of no less than two directors. At the 2016 annual meeting of the Members of the Association, there will be an election of no less than three directors. Each director shall hold office for a two year term.

Section 6. Removal; Vacancies, Disqualification. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. Such successor director shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of directors must be filled by a vote of the Members. Any director who is financially delinquent to the Association for more than 90 days or has three (3) or more unexcused consecutive absences shall be automatically disqualified from serving on the Board, provided the Board has given the director notice and opportunity to cure the deficiency.

Section 7. 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 MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held, with notice as required by state law and these By-Laws, at such time and place as may be fixed from time to time by resolution of the Board. Should a meeting fall upon a national

holiday, then that meeting shall be held at the same time on the next day which is not a national holiday.

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 days' notice to each director.

Section 3. Executive Sessions. Every regular or special meeting of the Board of Directors shall be open; provided that at any regular or special meeting at which a quorum of the Board of Directors is present, the presiding director may announce that an executive session will be held for any of the following purposes:

- (a) consultation with the Association's attorney;
- (b) discussions regarding pending or threatened litigation (including foreclosure proceedings) by the Association or involving the Association, its property, or any director, officer or employee of the Association;
- (c) discussions involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of an officer or employee; and
- (d) discussions regarding individual special assessments.

The Board of Directors may take a recess during a meeting to hold an executive session, and reconvene the meeting thereafter, or may hold the executive session after the meeting. No notice is required for holding an executive session other than announcement in a regular or special meeting. The Board of Directors may not take any final action or vote in executive session.

Section 4. 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. If a quorum shall not be present at any meeting of directors, the directors present at the meeting may adjourn the meeting-from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

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 by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Open Meetings and Notice to Members. Where required by law, the meetings of the Board of Directors shall be open to the Members. Members are not allowed to participate in the meeting of the Board of Directors unless recognized by the Chair of the meeting. The Board of Directors shall be allowed to adjourn to executive session to discuss and vote upon certain matters as allowed by law. Notice of meetings of the Board of Directors, where required by law, shall be:

(1) mailed to each Owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or

(2) provided at least 72 hours before the start of the meeting by:

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

(i) in a place located on the Common Properties or, with the 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 electronic mail to each Owner who has registered an electronic mail address with the Association.

It is an Owner's duty to keep an updated e-mail address registered with the Association.

Section 7. Meeting by Telephonic or Other Electronic Means. To the extent allowed by applicable law, members of the Board of Directors may participate in a meeting by means of telephone or video conference or similar electronic communications equipment, including electronic mail, whereby all persons participating in the meeting can hear each other or see what each other is saying or writing, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at the meeting.

ARTICLE VI RECORDS AND REPORTS

Section 1. Records. The Association shall keep complete records of account and shall keep minutes of the proceedings of its Members, Board of Directors and committees.

Section 2. Inspection. All records of the Association may be inspected by any Member, or his agent or attorney, for any purpose, at any reasonable times at the offices of the Association.

Section 3. Reports. The Association shall prepare and make available to each Member within 45 days after the end of each year an annual report of the revenues and expenditures of the Association.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Officers. The of Officers of this Association shall consist of a president and secretary/treasurer, and such, other officers as the Board may from time to time by resolution create . Members of the Board of Directors may also serve as Officers.

Section 2. Election and Term of Officers. The Board of Directors shall elect officers created under Section 1 at its first meeting following each annual meeting of the Members. Each officer shall hold office for one year unless they shall sooner resign, or shall be removed.

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, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board. Any such 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 therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy in any office because of death, resignation, removal or any other cause shall be filled by the Board of Directors.

Section 5. Duties. The duties of the officers are as follows:

(a) The President shall be the chief executive officer of the Association, shall .preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect and shall perform all other duties incident to the office of the President or as may from time to time be assigned to him by the Board of Directors. The President shall execute all written instruments, may sign checks and shall co-sign any promissory notes, except where required by law to be otherwise signed or executed.

(b) The Vice Presidents, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe or the President may from time to time delegate to them. .

(c) The Secretary shall attend all meetings of the Board of Directors and of the Members and record all the votes and proceedings of the meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, all notices required to be given by the Association (except directors meetings) under the Articles of Incorporation, the Declaration or these By-Laws. He shall keep in safe custody the minute books and records of the Association,

and affix the Association's seal to any instrument requiring it, and shall perform all other duties incident to the office of secretary and such other duties as may from time to time be assigned to him by the Board of Directors or President.

(d) The Assistant Secretaries, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

(e) The Treasurer shall be the principal financial officer of the Association, shall have the custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall receive and deposit all monies and other valuable effects in the name and to the credit of the Association as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meeting or when the Board of Directors so requires an account of all his transactions as Treasurer and the financial condition of the Association. He shall sign checks and co-sign any promissory notes of the Association 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. He shall cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year. He shall furnish a certificate to any Owner liable for an assessment as provided in Section 5.07(d) of the Declaration. If required by the Board of Directors, he shall, at the expense of the Association, give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

(f) The Assistant Treasurers, in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification. (a) The Association shall indemnify, to the extent provided in the following paragraphs, any person who is or was a director, officer, agent or employee of the Association. In the event the provisions of indemnification set forth below are more restrictive than the provisions of indemnification allowed by Chapter 8 of the Texas Business Organizations Code (the "Code"), then such persons named above shall be indemnified to the full extent permitted by the Code as it may exist from time to time.

(b) In case of a threatened or pending suit, action or proceeding (collectively, "Suit"), whether civil, criminal, administrative or investigative (other than an action by or in the fight of the Association), against a person named in paragraph (a) above by reason of such person's holding a position named in such paragraph (a), the Association shall indemnify such person, if such person satisfies the standard contained in paragraph (c) below, for amounts actually and reasonably incurred by such person in connection with the defense or settlement of the Suit as expenses (including court costs and attorneys' fees), amounts paid in settlement, judgments, penalties (including excise and similar taxes), and fines.

(c) A person named in paragraph (a) above will be indemnified only if it is determined in accordance with paragraph (d) below that such person:

(i) acted in good faith in the transaction which is the subject of the Suit; and

(ii) reasonably believed:

(A) if acting in his or her official capacity as director, officer, agent or employee of the Association, that his or her conduct was in the best interests of the Association; and

(B) in all other cases, his or her conduct was not opposed to the best interests of the Association; and

(iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that such person failed to satisfy the standard contained in this paragraph (c).

(d) A determination that the standard in paragraph (c) above has been satisfied must be made:

(i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding; or

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

(iii) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in subparagraphs (i) or (ii) above, or,

if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(e) Determination as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified by subparagraph (d)(iii) above for the selection of special legal counsel.

(f) The Association may reimburse or pay in advance any reasonable expenses (including court costs and attorneys' fees) which may become subject to indemnification under paragraphs (a) through (e) above, but only in accordance with the provisions as stated in paragraph (d) above, and only after the person to receive the payment (i) signs a written affirmation of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under paragraph (c) above, and (ii) undertakes in writing to repay such advances if it is ultimately determined that such person is not entitled to indemnification by the Association. The written undertaking required by this paragraph must be an unlimited general obligation of the person but need not be secured. It may be accepted without reference to financial ability to make repayment.

(g) The indemnification provided by paragraphs (a) through (e) above will not be exclusive of any other rights to which a person may be entitled by law or vote of members or disinterested Directors, or otherwise.

(h) The indemnification and advance payment provided by paragraphs (a) through (c) above will continue as to a person who has ceased to hold a position named in paragraph (a) above and will inure to such person's heirs, executors and administrators.

(i) The Association may purchase and maintain insurance on behalf of any person who holds or has held any position named in paragraph (a) above against any liability incurred by such person in any such position, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under paragraphs (a) through (f) above.

(j) Indemnification payments and advance payments made under paragraphs (a) through (i) above are to be reported in writing to the Members of the Association in the next notice or waiver of notice of annual meeting, or within twelve (12) months after the payments are made, whichever is sooner.

(k) All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of or arising out of, or in connection with, the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to special assessment.

Section 2. Other. The Board of Directors, officers, or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

Section 3. Interested Directors and Officers. (a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship.

(b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:

(i) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(ii) the Director:

(A) is not given access to the other bids;

(B) does not participate in any board discussion regarding the contract;
and

(C) does not vote on the award of the contract;

(iii) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 7.03; and

(iv) the Board of Directors certifies that the other requirements of this Section 3 (b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section 7.03.

ARTICLE IX 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, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Notice. If mailed, notice shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed to the street address of the respective Lot, or alternatively, addressed to another address that the Owner of a Lot gives to the Association in

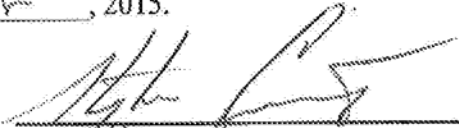
writing. The Association shall be required to give only one notice for each Lot, regardless of the number of Owners of the Lot.

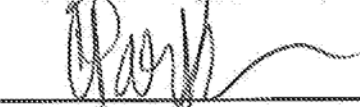
Section 3. Amendments. These Bylaws may be amended by a majority of the Board of Directors provided that notice has been given to Members of a proposed amendment at least 30 days in advance of any meeting of the Board of Directors at which such amendments are to be voted upon. The Board of Directors, by unanimous vote, may delegate the power to amend the Bylaws to the Members. In the event such power has been delegated to the Members, these Bylaws may be amended upon a majority vote of those Members present at a duly convened regular or special meeting of the Members.

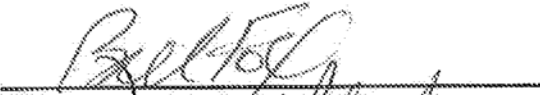
Section 4. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

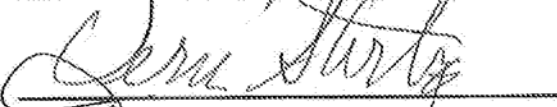
Section 5. Notices. All notices to Members of the Association shall be given by delivering the same to each Owner in person or by depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address according to the records of the Association. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the street address of the Lot of such Owner. All Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners. Notices may be sent to Owners via electronic mail to an address provided to the Association by the Owner. Owners are solely responsible for maintaining a current electronic mail address with the Association.


IN WITNESS WHEREOF, being all of the current Directors of Wind Ridge Estates Phases I and II Homeowners' Association, Inc. hereby adopt the foregoing By-Laws for the Association on this 24th day of October, 2015.











CERTIFICATION OF AMENDMENT TO BY-LAWS

I, STEPHEN CUMMING, the duly-elected President of Wind Ridge Estates Phases I and II Homeowner's Association, Inc., hereby certify:

That these Amended and Restated By-Laws of Wind Ridge Estates Phases I and II Homeowner's Association, Inc. were approved by the majority vote of the Board of Directors at a duly-convened Board of Directors' meeting, in which a quorum of the Directors was present, on the 24 day of OCTOBER, 2015, and that the same does now constitute the By-Laws of Wind Ridge Estates Phases I and II Homeowner's Association, Inc.

IN WITNESS WHEREOF, I heretofore subscribe my hand on this 24 day of OCTOBER, 2015.



President

EXHIBIT B

Those tracts and parcels of real property located in the City of Dallas, Dallas County, Texas and more particularly described as follows:

- (a) All lots and tracts of land situated in **Wind Ridge, Phase I, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 88099, Page 604, Map Records, Dallas County, Texas; and**

- (b) All lots and tracts of land situated in **Wind Ridge Phase II, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 88132, Page 1397, Map Records, Dallas County, Texas.**

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
11/04/2015 04:05:46 PM
\$110.00
201500296478**

