

BYLAWS OF
HERITAGE PARKS COMMUNITY ASSOCIATION,
AN UNINCORPORATED ASSOCIATION OF INDIVIDUALS

ARTICLE 1

Definitions

1.01 “Association” shall mean the HERITAGE PARKS COMMUNITY ASSOCIATION, an unincorporated Association of Individuals, their successors and assigns.

1.02 “Declaration” shall mean that certain Declaration applicable to the Residential Planned Community of Heritage Parks, located in Taylor County, State of Texas, covering that certain tract of land described as follows:

Lots 101, 102, 103, 104, 105, 106, and 110, Block A; Lots 102, 103, 104, 105, 106, and 107, Block F; Lots 101, 102, 103, 136, 137, and 138, Block E; and Lots 140, 141, and 142, Block D, Section 1, Heritage Parks Addition, a Replat of South 40’ of Sage Brush Trail & Replat of Lots 1 thru 4, and Lots 6 thru 10, Block A, and Lots 40 thru 42, Block D, and Lots 1, 2, 3, 36, & 37, Block E, and Lots 2 thru 7, Block F, Section 1, Quail Valley Northeast, Abilene, Taylor County, Texas.

Lots 8 thru 31, Block F; Lots 4 thru 13, Block E; Lots 15 thru 35, Block E, Lots 1 thru 16, Block G; Lots 1 and 2, Block J; Lots 2 thru 9, Block K; Lots 1 thru 35, Block D; Lots 37, 38, and 39, Block D, Lots 5, 11, 12, 14, 15, 16, 17, 18, 19 and 20, Block A; Lots 1 thru 42, Block C; Lots 1 thru 21, Block B, all being in Section 1, Heritage Parks Addition, formerly Quail Valley Northeast, Abilene, Taylor County, Texas.

Lots 117, 118, 119, and 120, Block G; Lots 101, 103, Block K, Section 3. Heritage Parks Addition, Replat of Lot 1, Block K, Lot 3, Block J, Lots 17 thru 20, Block G, Lots 1 & 2, Block H and various closed streets out of Section 1, Quail Valley Northeast and a tract out of Section 25 Blind Asylum Lands, Abilene, Taylor County, Texas.

Lots 10 thru 30, Block K, Section 3, Heritage Parks Addition, Abilene, Taylor County, Texas. (Lots 25, 26, 28, 29, and 30, Block K, Section 3, Heritage Parks Addition are landscaped areas with no habitable structures, and will be owned by Heritage Parks Community Association, Inc. Lot 29, Block K, Section 3, Heritage Parks Addition is the boulevard island, and is set aside for identification sign, landscape, and easements.)

and any amendments as approved thereto.

1.03 Other terms used herein shall have the meaning given them in this Declaration and are hereby incorporated by reference and made a part hereof.

ARTICLE 2
OFFICE

Principal Office

2.01 The principal office of the Association in the State of Texas shall be located in the City of Abilene, County of Taylor, at the home of the President of the Association or an office of the Association as agreed by a majority of the members.

ARTICLE 3 MEMBERS

Members

3.01 All owners of property in the Residential Planned Development Community of Heritage Parks located in Abilene, Taylor, County, Texas covering that tract of land described in Article 1.02 of these bylaws shall be a member of the Association.

3.02 Voting. All owners of property in the Residential Planned Community of Heritage Parks as described in Article 1.02 of these bylaws shall be entitled to a vote on any issue to come before a meeting of the Association. When more than one person holds an interest in any lot, all such persons shall be members of the Association; however, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Membership Determination

3.03 Every person or entity who becomes a record owner of a fee interest in any residential lot which is a part of the Community shall automatically be a member of the Association and shall be subject to these Bylaws, the Declaration of covenants and restrictions, and these Bylaws and all amendments thereto; however, if a person or entity constructs a single family resident on more than one lot, then such shall entitle them to one membership per lot. Provided that, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member. Membership in the Association shall terminate without any formal Association action whenever such person or entity ceases to own an interest in any lot, but such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership, or impair any rights or remedies which the Association has with regard to such former owner.

Evidence of Ownership

3.04 Any person or entity on becoming an owner of a fee interest in a lot shall furnish to the Secretary of the Association, a machine or certified copy of the recorded instrument vesting that person or entity with a fee interest in the lot, which copy shall remain in the files of the Association. An owner shall not be deemed to be in good standing nor entitled to vote at any annual or special meeting of the members of this Association unless this requirement is first met.

Designation of Voting Representative

3.05 If a lot is owned by one (1) person or entity, his right to vote shall be established by the record title thereto. If title to a lot is held by more than one (1) person, or by a firm, corporation, partnership, association or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one (1) person or alternate persons to cast whatever vote all the Owners would cast, if they were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided that, within thirty (30) days after such revocation, amendment, or termination, the Owners shall reappointment or authorize one (1) person or alternate persons to attend all annual and special meetings. The proxy required hereby shall be filed with the Secretary of the Association at least ten (10) days prior to an annual or special meeting of the members of the Association.

Registration of Mailing Address

3.06 The Owner, or several Owners of a lot, shall have one and the same registered address to be used by the Association for mailing of semiannual statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person, or persons, firm, corporation, partnership, association, or other legal entity, or any combination thereof, to be registered by the Association. Such registered address of an owner or owners shall be furnished by such owner or owners to the Secretary of the Association within fifteen (15) days after transfer or title, or after change of address, and such notification of registered address shall be in written form and signed by all of the owners of the lot, or by such persons as are authorized by law to represent the interest (of all) of the owners thereof. Service of process in any action involving the Association, as Plaintiff, and such owner or owners, as Defendant, may be served on any person residing at the aforesaid registered address of such owner or owners, and, in the event that no one is residing at said registered address, or no one can be found at that address at convenient hours, such owner or owners hereby consent to being served with process pursuant to Rule 106 of the Texas Rules of Civil Procedure or any other substitute service rule of statute, at such registered address.

Payment of Assessment

3.07 No owner shall be entitled to vote at any annual or special meeting of the members of the Association unless he has fully paid all monthly and special assessments levied against the lot owned by him. All assessments shall be prorated among the members on the basis of one assessment per each lot owned by a member.

ARTICLE 4 MEETINGS OF MEMBERS

Annual Meeting

4.01 An annual meeting of the members shall be held at a time and date to be determined by the Board of Directors for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

Special Meeting

4.02 Special meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.

Place of Meeting

4.03 The Board of Directors may designate any place in the City of Abilene, Taylor County, Texas as the place of meeting for any annual or for any special meeting called by the Board of Directors.

Notice of Meetings

4.04 Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting; except that when a meeting is called for the purpose of increasing the maximum semi-annual assessment above 10 percent (10%), notice of such shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. In case of a special meeting or when required by statute or these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association with postage thereon prepaid.

Informal Action by Members

4.05 Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Quorum

4.06 The quorum required for any action authorized by the Declaration, or these bylaws, shall be as follows:

- A. At the first meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all votes of the members of the Association shall constitute a quorum. At all meetings subsequent to the first meeting a quorum shall consist of fifty percent (50%) of all members, in person or by proxy, entitled to cast votes.
- B. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the quorum required at the preceding meeting PROVIDED that no such subsequent meeting shall be held later than sixty (60) days following the preceding meeting.

If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Proxies

4.07 At any meeting of members, a member entitled to vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Voting by Mail

4.08 Where Directors or Officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE 5
BOARD OF DIRECTORS

General Powers

5.01 The affairs of the Association shall be managed by its Board of Directors.

Number, Tenure, and Qualifications

5.02 The number of Directors shall be four (4). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

Regular Meetings

5.03 A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Special Meetings

5.04 Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

Notice

5.05 Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Quorum

5.06 A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors that are present at said meeting may adjourn the meeting from time to time without further notice.

Manner of Acting

5.07 The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a great number is required by law or by these bylaws.

Vacancies

5.08 Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the expired term of his predecessor in office.

Compensation

5.09 Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Informal Action by Directors

5.10 Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

ARTICLE 6 OFFICERS

Officers

6.01 The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Election and Term of Office

6.02 The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have been qualified.

Removal

6.03 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Vacancies

6.04 A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

President

6.05 The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties as may be prescribed by the Board of Directors from time to time.

Vice President

6.06 In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

Treasurer

6.07 If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Secretary

6.08 The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law be custodian of the records of the Association; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Assistant Treasurers and Assistant Secretaries

6.09 If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

**ARTICLE 7
COMMITTEES**

Committees of Directors

7.01 The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending altering, or repealing these bylaws or any covenants restrictions governing the planned community of Heritage Parks; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the bylaws of Association; adopting a plan of merger or adopting a plan of consolidation with a corporation or other entity; authorizing the sale, lease, exchange, or mortgage of all of substantially all of the property and assets owned by the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Association; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him by law.

Architectural Control Committee (ACC)

7.02 The Board of Directors shall appoint three (3) members to Architectural Control Committee. No building shall be erected, placed, or altered on any building plot in the subdivision until two complete sets of building plans and specifications and two plot plans of the location, showing drainage and landscaping for lot or lots and location of such building, shall have been delivered to the ACC and until such building plans, specifications and plot plan shall have been approved in writing by the ACC as being in conformity and harmony with the external design and location of the existing structures of the subdivision and in compliance with the restrictions herein contained or filed on record. One copy of such plans, specifications and plot plan shall be retained by the ACC and the second copy shall be redelivered to the owner of the lot with the approval of the ACC appropriately endorsed thereon. The ACC is authorized to delegate one or more representatives the authority to perform the duties of the ACC as set forth herein.

In the event the ACC, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it, and, if all terms contained in these restrictions have been complied with, the ACC shall be deemed to have approved such plans within thirty (30) days after the same are submitted to it. The ACC shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof, nor be liable for claims, causes of action or damages arising out of services performed pursuant to the Covenant. The ACC shall receive no fees or compensation for its services.

Term of Office

7.03 Each member of a committee shall continue as such until the next meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Chairman

7.04 One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Vacancies

7.05 Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Quorum

7.06 Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Rules

7.07 Each committee may adopt rules for its own government not inconsistent with these bylaws or the Declaration, or with rules adopted by the Board of Directors.

ARTICLE 8 CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Contracts

8.01 The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

Checks and Drafts

8.02 All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Deposits

8.03 All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Gifts

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

**ARTICLE 9
BOOKS AND RECORDS**

9.01 The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

**ARTICLE 10
FISCAL YEAR**

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

**ARTICLE 11
WAIVER OF NOTICE**

11.1 Whenever any notice is required to be given under the provisions of the Laws of the State of Texas or under the provisions of the bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE 12
AMENDMENTS TO BYLAWS**

12.01 These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or any special meeting, if at least two day's written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting.