

**BYLAWS**  
**OF**  
**THE FIELDS ON SUNSET HOMEOWNERS' ASSOCIATION, INC.**

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**ARTICLE I. OFFICES**

The principal office of the Association in the State of Texas shall be located in the City of El Paso, County of El Paso. The Association may have such other offices as the Board of Directors may designate or as the business of the Association may require from time to time.

**ARTICLE II. MEMBERS**

**SECTION 1. Annual Meeting**

An annual meeting of the Members shall be held each year in the month of September beginning in 2015 upon the date and at the hour designated by the Board of Directors by notice to the Members, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held at any annual meeting of the Members, 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 conveniently may be. Until the election is held, all incumbent directors shall continue to hold their respective positions.

**SECTION 2. Special Meeting.**

Special meetings of the Members, for any purpose or purposes specified in the notice of the meeting, unless otherwise prescribed by statute, may be called by the President, the Board of Directors or such other person or persons as may be authorized in the Certificate of Formation or these Bylaws, or by the holders of at least ten (10) percent or such other number as may be provided in the Certificate of Formation of all the shares of the Association entitled to vote at the proposed special meeting.

**SECTION 3. Place of Meeting.**

The Board of Directors may designate any place in El Paso County, Texas , as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, within El Paso County, Texas, unless otherwise prescribed by statute, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Association in the County of El Paso.

**SECTION 4. Notice of Meeting.**

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the officer or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid.

**SECTION 5. Fixing of Record Dates for Matters Other Than Consents to Action.**

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose (other than determining Members entitled to consent to action by Members proposed to be taken without a meeting of Members), the Board of Directors of the Association may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than sixty (60) days and, in the case of a meeting of Members, not less than ten (10) days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is mailed

shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 5, such determination shall apply to any adjournment thereof.

**SECTION 6. Fixing Record Dates for Consents to Action.**

Unless a record date shall have previously been fixed or determined pursuant to Section 5 of this Article, whenever action by Members is proposed to be taken by consent in writing without a meeting of Members, the Board of Directors may fix a record date for the purpose of determining Members entitled to consent to that action, which record date shall not precede, and shall not be more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors and the prior action of the Board of Directors is not required by statute, the record date for determining Members entitled to consent to action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Association by delivery to its registered office, its principal place of business, or an officer or agent of the Association having custody of the books in which proceedings of the meetings of Members are recorded. Delivery shall be by hand or by certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President or the principal executive officer of the Association. If no record date shall have been fixed by the Board of Directors and prior action of the Board of Directors is required by statute, the record date for determining Members entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts a resolution taking such prior action.

**SECTION 7. Voting Lists.**

The officer or agent having charge of the records of the Association shall make, no later than two business days after notice is given of each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical

order, with the address of each and the number of votes each Member is entitled to cast, which list, from the time of preparation until the date of such meeting, shall be kept on file at the principal place of business of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The books of the Association shall be prima-facie evidence as to who are the Members entitled to examine such list or to vote at any meeting of Members.

**SECTION 8. Quorum of and Voting by Members.**

Unless otherwise provided in the Certificate of Formation in accordance with applicable statute, a quorum shall be present at a meeting of Members if the holders of one-tenth of the memberships of the Association entitled to vote are represented at the meeting in person or by proxy. Unless otherwise provided in the Certificate of Formation or these Bylaws, once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member or the refusal of any Member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Certificate of Formation or these Bylaws, the Members represented in person or by proxy at a meeting of Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the holders of a majority of the shares represented in person or by proxy at that meeting.

Unless otherwise provided in the Certificate of Formation, directors shall be elected by a plurality of the votes cast by the holders of memberships present or represented by proxy at a meeting of Members at which a quorum is present. With respect to any matter, other than the election of directors or a matter for which the affirmative vote of the holders of a specified portion of the memberships entitled to vote is required by statute, the affirmative vote of the holders of a majority of the memberships entitled to vote on that matter and represented in person or by proxy

at a meeting of Members at which a quorum is present shall be the act of the Members, unless otherwise provided in the Certificate of Formation or these Bylaws in accordance with applicable statute. Any Member may vote either in person or by proxy executed in writing by the Member.

**SECTION 9. Proxies.**

At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. A telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member, shall be treated as an execution in writing for purposes of this Section 9. No proxy shall be valid after eleven (11) months from the date of its execution unless provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest in accordance with applicable law. A proxy may not be irrevocable for longer than eleven (11) months.

**SECTION 10. Members.** Membership in the Association is obtained by ownership of property within The Fields Subdivision in El Paso County, Texas. Members are subject to the terms and provisions of the Declaration of Covenants, Conditions, and Restrictions for the Fields Subdivision of record under Clerk's File No. \_\_\_\_\_ (the "Declaration"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the interest of the Owner of any Lot. Ownership of a Lot shall be the sole qualification for membership; provided, however, a Member's voting rights or privileges in the Common Areas, or both, may be regulated or suspended as provided in the Declaration, the Bylaws or the Association Rules, subject to any limitations set forth in the Texas Property Code. No more than one membership shall exist based upon ownership of a single Dwelling Unit, even if the Dwelling Unit covers several Lots.

The membership held by any Owner shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred to the purchaser of the interest of an Owner in a Lot. The Association shall have the right to record the transfer upon the books of the Association without any further action or consent by the transferring Owner. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. To help defray the administrative expenses involved with the transfer of memberships, the Association may assess a transfer fee for every transfer of membership associated with a Lot after the initial transfer of the Lot from the Declarant to the first Public Purchaser. The transfer fee shall be payable by the purchaser of the Lot being conveyed. The amount of the transfer fee shall be subject to adjustment by the Association.

All voting rights shall be subject to the restrictions and limitations provided in the Declaration and in the Certificate of Formation, Bylaws and Association Rules to the extent allowed by law.

The Association shall have two classes of voting membership:

- (a) CLASS A. The Class A Members shall be all Owners other than Declarant.
- (b) CLASS B. The Class B Member shall be the Declarant.

The period prior to the Conversion Date shall be the Development Period for the purposes of Texas state law. The Conversion Date shall be the first to occur of the following ("Conversion Date"):

(i) One Hundred Twenty (120) days after the Declarant has sold its entire interest (excluding water rights) in 26 Lots (which is 75% of the Lots) to unrelated third parties. A sale to an unrelated third party shall include a sale to joint ventures or partnerships that include Declarant as a co-venturer or partner; or

(ii) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Assessments under Section 5.5 of the Declaration and any matter affecting the rights and obligations of the Members). Commencing 120 days after the Conversion Date, Class A Members shall be entitled to elect one-third of the Board Members, and the Class B Member shall elect the remaining two-thirds of the Board Members. At such time as the Declarant no longer owns any of the Lots or such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant, the Class B membership shall no longer exist and the Class A Members shall elect the entire Board of Directors. The Class A Members shall have one vote per Dwelling Unit and the Class B Member shall have one vote per Lot.

From and after the Conversion Date (and at any time with respect to votes pertaining to Special Assessments and any matter affecting the rights and obligations of the Members), each Class A Member shall be entitled to one (1) vote for each Dwelling Unit in which it holds the interest required for Association membership. Where more than one person or entity holds such interest in any Lot, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves, provided, however, that in aggregate no more than one (1) vote shall be cast with respect to each Dwelling Unit.

The Association shall not be a voting member of the Association by virtue of its ownership of any Lot.

**SECTION 11. Voting of Shares by Certain Holders.**

If any Lot is owned by an association, partnership, trust, or other entity (the "Ownership Entity"), such Ownership Entity shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership. If multiple lots/acquisitions are owned by on single owner, builder, partner, power of vote will only account



as one. In the absence of such designation and until such designation is made, the chief executive officer, if any, of the Ownership Entity shall have the power to vote the membership, and if there is no chief executive officer, then the board of directors or general partner of such Ownership Entity shall designate who shall have the power to vote the membership.

Membership interests held by an administrator, executor, guardian or conservator may be voted by him so long as such shares forming a part of an estate are in the possession and forming a part of the estate being served by him, either in person or by proxy, without a transfer of such interests into his name. Membership interests standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote membership interests held by him without a transfer of the Lot into his name as trustee.

Membership interests standing in the name of a receiver may be voted by such receiver, and membership interests held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

Membership interests may not be pledged or hypothecated.

## **SECTION 12**

**(INTENTIONALLY DELETED)**

## **SECTION 13. Remote Communications Technology.**

Subject to the provisions of these Bylaws for notice of meetings, Members may participate in and hold a meeting of such Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting consent to the form of meeting and all persons can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## **SECTION 14. Election of Directors, No Cumulative Voting.**

At each election of directors, every Member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the Member for as many persons as there are directors to be elected and for whose election the Member has a right to vote. Cumulative voting is prohibited.

### **ARTICLE III. BOARD OF DIRECTORS**

#### **SECTION 1. General Powers.**

The powers of the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors of the Association. Unless otherwise required by the Declaration, these Bylaws or the Certificate of Formation of the Association, directors will need to be residents of the State of Texas or Members of the Association who reside within the community and have lived in their dwelling for a period of a minimum of one year.

#### **SECTION 2. Number and Election of Directors.**

The Board of Directors of the Association shall consist of three members.\. The number of directors may be increased or decreased from time to time by amendment to, or in the manner provided in, the Certificate of Formation or these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Unless removed in accordance with the provisions of these Bylaws or the Certificate of Formation, each director shall hold office for two years and until his successor shall have been elected and qualified, or until such director delivers an earlier written notice of his resignation as a director. Directors may be eligible for continued term upon the time of election only if there are no new qualifying community members.

#### **SECTION 3. Regular Meetings.**

A regular 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 without other notice than such resolution.

**SECTION 4. Special Meetings.**

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 of Directors may fix the place for holding any special meeting of the Board of Directors called by such person(s).

**SECTION 5. Notice of Meeting.**

Notice of any special meeting shall be given at least three (3) days previously thereto if written notice is mailed to each director at his home or business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Notice of any special meeting may also be given one (1) day previously thereto if written notice is delivered personally to each director at his home or business address or by telegram, telecommunications, telephone, telecopy or similar facsimile transmission or express delivery service. If notice be given by express delivery service, such notice shall be deemed to be delivered when deposited with an express delivery service other than the United States mail with delivery costs charged to the sender. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice be given by telecommunications, telephone, telecopy or similar facsimile transmission, such notice shall be deemed delivered when transmitted. Any director may waive notice of any meeting. Attendance of a director at a 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.

**SECTION 6. Quorum of and Action by Directors.**

A majority of the number of directors fixed by, or in the manner provided in, the Certificate of Formation or these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. The act

of the 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 greater number of directors is required by statute, the Certificate of Formation or these Bylaws.

**SECTION 7. Actions Without a Meeting; Telephone Meetings.**

Any action required or permitted to be taken by the Board of Directors or any committee of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Directors or committee, as the case may be. Subject to the provisions of these Bylaws for notice of meetings, members of the Board of Directors, or members of any committee designated by such board, may participate in and hold a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**SECTION 8. Vacancies.**

Any vacancy occurring in the Board of Directors other than as a result of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Any vacancy occurring in the Board of Directors to be filled by reason of an increase in the number of directors may be filled by election at an annual or special meeting of Members called for that purpose.

**SECTION 9. Compensation.**

By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors not to exceed \$500.00 for quorum and per fiscal year, but no other compensation shall be paid to the Board of Directors.

**SECTION 10. Presumption of Assent.**

A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail, return receipt requested, to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

**SECTION 11. Removal.**

Any director or the entire Board of Directors may be removed, with or without cause, at any meeting of the Members called expressly for that purpose, by a majority vote of those who reside within the Fields at Sunset and have occupied their dwelling as a primary residence for a minimum of two years.

**ARTICLE IV. OFFICERS**

**SECTION 1. Number.**

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors or chosen in such other manner as may be prescribed by these Bylaws. Such other officers, including additional Vice Presidents and assistant officers and agents as may be deemed necessary, may be elected or appointed by the Board of Directors or chosen in such other manner as may be prescribed by these Bylaws. Any two (2) or more offices may be held by the same person, except that the offices of president and secretary shall be held by two different individuals.

**SECTION 2. Election and Term of Office.**

The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first regular meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

**SECTION 3. Removal.**

Any officer or agent or member of a committee 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 will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent or member of a committee shall not of itself create contract rights.

**SECTION 4. Vacancies.**

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors.

**SECTION 5. President.**

The President shall be the Chief Executive Officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Members and the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association, thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors has 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 to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall

perform all duties incident to the office of President and such other duties as from time to time may be prescribed by the Board of Directors.

**SECTION 6. Vice President.**

In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform all 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. The Vice President(s) shall perform such other duties as from time to time may be assigned to them by the President or by the Board of Directors.

**SECTION 7. Secretary and Assistant Secretaries.**

The Secretary shall attend all meetings of the Members and the Board of Directors; shall keep or cause to be kept minutes of the proceedings of the Members, the Board of Directors and each committee of the Board of Directors; and shall keep, at the registered office of the Association or the principal place of business of Association, a record of the Members of the Association. Such records shall contain the names and addresses of all past and current Members of the Association. Pursuant to the provisions of these Bylaws regarding notice, the Secretary shall give or cause to be given notice to the appropriate persons or entities of all meetings of the Members and all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Association, if any, and when so authorized by the Board of Directors, shall affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of an Assistant Secretary. The Secretary shall perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

In the absence or disability of the Secretary, the Assistant Secretaries, if any and in the order of their seniority, shall perform all the duties of the Secretary, and when so acting, shall



have all the powers of, and be subject to all the restrictions upon, the Secretary. The Assistant Secretaries, if any, shall perform such other duties as from time to time may be assigned by the Board of Directors.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the Board of Directors, committees of the Board of Directors, and Members shall be recorded by such person as shall be designated by the President or by the Board of Directors.

**SECTION 8. Treasurer and Assistant Treasurers (Position May Also be Held by Secretary).**

The Treasurer (or if there is no Treasurer, then the President) shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit or cause to be deposited all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall keep and maintain or cause to be kept and maintained the Association's books of account, shall render to the President and directors an account of all of the financial transactions and of the financial condition of the Association and shall exhibit the books, records and accounts to the President or directors at any time. The Treasurer shall disburse or cause to be disbursed funds for capital expenditures as authorized by the Board of Directors and in accordance with the orders of the President, and present to the President for his attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

If required by the Board of Directors, the Treasurer shall 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 and for the restoration to the Association, in

case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

The Assistant Treasurers, if any and in the order of their seniority, shall, in the absence or disability of the Treasurer, perform all the duties and exercise all the powers of the Treasurer, and shall perform such other duties as the Board of Directors shall prescribe.

**SECTION 9. Salaries.**

The salaries of the officers shall be as follows: Compensation for serving as the Board of Directors will include a single luncheon and/or dinner not to exceed \$300.00 per fiscal year. This compensation may only be redeemed in quorum from all members of the Board. No officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Association.

**ARTICLE V. CONTRACTS, LOANS, CHECKS AND DEPOSITS**

**SECTION 1. Contracts.**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

**SECTION 2. Loans.**

No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**SECTION 3. Checks, Drafts, Credit Cards, Etc.**

All checks, drafts or other 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. The President of the Association shall obtain one credit card with a maximum limit of \$1000.00 that is to be used for emergency use, repairs, and or community events hosted by the Association.

**SECTION 4. Deposits.**

All funds of the Association not otherwise employed 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.

**ARTICLE VI. MANAGER**

The Board of Directors may contract with an outside management company to manage The Fields Subdivision and in connection therewith pay the outside management company fair compensation. The contractual arrangement with a management company shall not relieve the Board of Directors from liability imposed by law.

**ARTICLE VII. FISCAL YEAR**

The fiscal year of the Association shall be determined and fixed by the Board of Directors of the Association.

**ARTICLE VIII. CORPORATE SEAL**

The Board of Directors may (but shall not be required to) provide for a corporate seal that shall be circular in form and shall have inscribed thereon the name of the Association and such other description as the directors may approve.

**ARTICLE X. WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any Member or director of the Association under the provisions of these Bylaws, the provisions of the Certificate of Formation or the Texas Business Organizations Code, 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 XI. INSURANCE OR OTHER ARRANGEMENTS**

To the extent authorized by the Texas Business Organizations Code, the Board of Directors of the Association shall have the authority to purchase and maintain insurance or another arrangement on such terms and conditions as the Board of Directors shall determine in its discretion and without further approval of the Members of the Association except as required by applicable law, with persons or entities that either are or are not regularly engaged in the business of providing insurance coverage, to indemnify any and all officers, directors, employees and agents of the Association or persons who are or were serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary against any liability asserted against such person and incurred by him in such a capacity or arising out of his status as such person, whether or not the Association would otherwise have the power under Texas law to indemnify such persons against such liability

#### **ARTICLE XII. AMENDMENTS**

These Bylaws may be altered, amended or repealed, and new bylaws may be adopted, at any meeting of the Board of Directors of the Association by a majority vote by the directors, subject to repeal or amendment by action of the Members.