

**BYLAWS
OF
SIKES ESTATES SECTION H HOMEOWNERS ASSOCIATION, INC.
(A Texas Nonprofit Corporation)**

ARTICLE 1

INTRODUCTION

1.1. **PURPOSE OF BYLAWS.** These bylaws provide for the governance of the single family residential development known as “Sikes Estates Section H”, located in the City of Wichita Falls, Wichita County, Texas, subject to and more fully described in the “Declaration Of Covenants, Conditions, And Restrictions For Sikes Estates, Section H, Unit One, Including Provision For Expansion And Homeowners Association” to be recorded in the Official Public Records of Wichita County, Texas (the “Declaration”).

1.2. **PARTIES TO BYLAWS.** All owners of final-platted Lots to the development are subject to these bylaws and the other governing documents as defined below. The mere acquisition or occupancy of a final-platted Lot will signify that these bylaws are accepted, ratified and will be strictly followed.

1.3. **DEFINITIONS.** Words and phrases defined in the Declaration shall have the same meanings when used in these bylaws. The following words and phrases shall have specified meanings when used in these bylaws:

- a. “Association” shall mean Sikes Estates Section H Homeowners Association, Inc., a Texas non-profit corporation.
- b. “Declarant” shall be Robert Seabury Company, a Texas corporation, and its specific assignee.
- c. “Director” means a director of the Association.
- d. “Majority” means more than 50 percent.
- e. “Governing documents” means, collectively, the Declaration, these bylaws, the articles of incorporation of the Association, and the rules and regulations of the Association, as any of these may be amended from time to time.
- f. “Lot” shall mean a final-platted Lot for use for a single-family residence in Sikes Estates Section H, an addition to the City of Wichita Falls (as such addition may be expanded from time to time hereafter).

- g. "Member" means a member of the Association, each member being a Lot owner, unless the context indicates that member means a member of the board of directors or a member of a committee of the Association. Initially, there shall be a Class "A" member (being Declarant) and Class "B" members, being all the other owners of Lots; then whenever Declarant has sold 75% of the total Lots (in all three Sections and after all Phases have been final-platted), the Class "A" membership shall automatically terminate and Declarant shall receive one Class "B" membership unit for each Lot it owns.
- h. "Officer" means an officer of the Association. "President", "Secretary", "Treasurer", and "Vice-President" mean, respectively, the president, secretary, treasurer, and vice-president of the Association.
- i. "Resident" means the occupant of a Lot, whether or not such occupant is an Owner.

1.4. **NONPROFIT PURPOSE.** The Association is not organized for profit.

1.5. **COMPENSATION.** A director, officer, member, or resident shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident; provided, however;

- a. reasonable compensation may be paid to an officer, director, or their affiliated entity for separate services rendered to the Association, but only after advance approval by the Board of Directors; and
- b. that a director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the board.

1.6. **GENERAL POWERS AND DUTIES.** The Association, acting through the board, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Area as may be required or permitted by the governing documents and State law. The Association may do any and all things that are lawful and which are necessary, proper or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2

BOARD OF DIRECTORS

2.1. **NUMBER AND TERM OF OFFICE.** The board shall consist of three persons. Upon election, each director shall serve a term of one year. The directors shall be elected each year. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his

successor is elected or appointed. The number of directors may be changed by amendment of these bylaws, but shall not be less than three. The board shall initially be composed of Declarant or those individuals designated by Declarant, until such time as the Class A membership units cease to exist.

2.2. **QUALIFICATION.** No person shall be eligible for election or appointment to the board unless such person is a member or a designated representative of a member.

2.3. **ELECTION.** Directors shall be elected by the members, except only the Class A member may elect the Directors so long as Class A membership exists. The election of directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission.

2.4. **VACANCIES.** Vacancies on the board caused by any reason shall be filled by those remaining board members (or by vote of the eligible members if the remaining members fail to promptly act).

2.5. **MEETINGS OF THE BOARD.**

2.5.1. **Organizational Meeting of the Board.** Within 10 days after the annual meeting, the directors shall convene an organizational meeting for the purpose of electing officers. The time and place for such meeting shall be fixed by the board and announced to the directors.

2.5.2. **Regular Meetings of the Board.** Regular meetings of the board may be held at such time and place as shall be determined, from time to time, by the board, but at least one such meeting shall be held each year. Notice of regular meetings of the board shall be given to each director, personally or by telephone or written communication, at least three days prior to the date of such meeting, unless waived by all board members.

2.5.3. **Special Meetings of the Board.** Special meetings of the board may be called by any director. At least three days notice shall be given to each director, personally or by telephone or written communication, which notice shall state the place, time and purpose of such meeting, unless waived by all board members.

2.5.4. **Conduct of Meetings.** The president shall preside over all meetings of the board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the board.

2.5.5. **Quorum.** At all meetings of the board, a majority of the directors must be present to constitute a quorum for the transaction of business, and the acts of the majority of the directors at a meeting at which a quorum is present shall be the acts of the board. If less than a quorum is present at any meeting of the board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have transacted at the meeting as originally called may be transacted without further notice.

2.5.6. **Telephone Meetings.** Members of the board or any committee of the Association may participate in and hold meetings of the 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. Participation in such meeting shall constitute presence in person at the 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 now lawfully called or convened.

2.5.7. **Action Without a Meeting.** Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, if all of the directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the board. Action by written consent shall have the same force and effect as a unanimous vote.

2.6. **LIABILITIES AND STANDARD OF CARE.** In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the provisions of State law; provided however the directors are relieved to the maximum extent possible of any personal liability, even those acts and omissions which might constitute negligence.

2.7. **POWERS AND DUTIES.** The board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the condominium. The board may do all such acts and things except those which, by law or the governing documents are reserved to the members and may not be delegated to the board.

2.7.1. **Appointment of Committee.** The board, by resolution, may from time to time designate standing or ad hoc committee to advise or assist the board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as a chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the board.

2.7.2. **Manager.** The board may employ a manager or managing agent for the Association at a compensation established by the board, to perform duties and services authorized by the board.

2.7.3. **Fines.** The board may levy fines for each day or occurrence that a violation of the governing documents persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the governing documents.

2.7.4. **Delinquent Accounts.** The board may establish, levy, and collect reasonable late charges for a members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts, provided the rate of interest does not exceed 18 percent or the maximum rate permitted by State law, whichever is smaller.

ARTICLE 3

OFFICERS

3.1. **DESIGNATION.** The principal officers of the Association shall be the president and the secretary. The board may appoint one or more vice-presidents and such other officers and assistant officers as it deems necessary. The president and secretary shall be directors. Other officers may, but need not, be members or directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. **ELECTION OF OFFICERS.** The officers shall be elected no less than annually by the directors at the organizational meeting of the board and shall hold office at the pleasure of the board. Except for resignation or removal, officers shall hold office until their respective successors have been designated by the board.

3.3. **REMOVAL AND RESIGNATION OF OFFICERS.** A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.

3.4. **STANDARD OF CARE.** In performing their duties, the officers are required to exercise the standards of care provided by law; provided however the officers are ??? to the maximum extent possible of any personal liability, even those acts and omissions which might constitute negligence.

3.5. **DESCRIPTION OF PRINCIPAL OFFICES.**

3.5.1. **President.** As the chief executive officer of the Association, the president shall: (i) preside at all meetings of the Association and of the board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the board; and (iv) see that all orders and resolutions of the board are carried into effect.

3.5.2. **Secretary.** The secretary shall: (i) keep the minutes of all meetings of the board and of the Association; (ii) have charge of such books, papers, and records as the board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of secretary.

3.5.3. **Treasurer.** The treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns, (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the board; (v) prepare the annual and supplemental budgets of the Association; (vi)

review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

3.6. **AUTHORIZED AGENTS.** Except when the governing documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. **ANNUAL MEETING.** An annual meeting of the Association shall be held during the month of July each year. At annual meetings the members shall elect directors in accordance with these bylaws. The members may also transact such other business of the Association as may properly come before them.

4.2. **SPECIAL MEETINGS.** It shall be the right of any member to call a special meeting of the Association. Such meeting shall be held at any time after three days notice to all members. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3. **PLACE OF MEETINGS.** Meetings of the Association shall be held at a suitable place convenient to the members, as determined by the board.

4.4. **NOTICE OF MEETINGS.** At the direction of the board, written notice of meetings of the Association shall be given to each member at least 10 days but not more than 60 days prior to such meeting. Notices of meetings shall state the date, time and place such meetings is to be held. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board.

4.5. **MEMBERS LIST.** The board shall prepare and make available a list of the Association's members in accordance with Art. 1396-2.11B of the Texas Non-Profit Corporation Act.

4.6. **QUORUM.** At any meeting of the Association, the presence in person or by proxy of members entitled to cast at least 50 percent of the votes that may be cast for election of the board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.7. **LACK OF QUORUM.** If as many as two board members reasonably and in good faith determine that a director is intentionally failing to attend a meeting (of which such director had actual notice) for the purpose of frustrating the ability to obtain a quorum, then (notwithstanding

anything herein to the contrary) such three members making such determination may make an affidavit to such effect and serve a copy of such affidavit and written notice of a new meeting to such absent director. If such absent director fails to so attend such new meeting, then the remaining three members may proceed with the meeting and their combined vote shall serve to act for the directors for any matters properly before such meeting.

4.8. **VOTES.** The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present shall be binding upon all members for all purposes, except when a higher percentage is required by these laws, the declaration, or by law. There shall be no cumulative voting. So long as there are both Class "A" and Class "B" members, then the Class "B" members shall not be entitled to vote.

4.8.1. **Co-Owned Lots.** If a lot is owned by more than one member, the vote appurtenant to that Lot shall be cast as determined by all such Owners acting together, and if they are unable to so decide, then according to the desire of those holding more than 50% interest therein.

4.8.2. **Corporation-Owned Lots.** If a Lot is owned by a corporation, the vote appurtenant to that Lot may be cast by any officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.8.3. **Association-Owned Lots.** Votes allocated to a Lot owned by the Association shall be voted by the President of the Association as directed by the directors.

4.9. **PROXIES.** Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate one year after its date. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes.

4.10. **CONDUCT OF MEETINGS.** The president, or any person designated by the board, shall preside over meetings of the Association. The secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

4.11. **ORDER OF BUSINESS.** Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.12. **ADJOURNMENT OF MEETING.** At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

4.13. **ACTION WITHOUT MEETING.** Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting of written consents. The board may permit members to vote by ballots delivered by hand, mail, facsimile transmission, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the governing documents, shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting.

4.14. **TELEPHONE MEETINGS.** Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purposes of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5

RULES

5.1. **RULES.** The board shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Common Area and any property owned by the Association; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the governing documents. The board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members. Rules need not be recorded in the county's real property records.

5.2. **ADOPTION AND AMENDMENT.** Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

5.3. **NOTICE AND COMMENT.** The board shall give written notice to an owner of each unit of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. The board may, but shall not be required, to give similar notice to residents who are not members. Any member or resident so notified shall have the right to comment orally or in writing to the board on the proposed action.

5.4. **DISTRIBUTION.** Upon request any member or resident, the board shall provide a current and complete copy of rules. Additionally, the board shall, from time to time, distribute copies of the current and complete rules to an owner of each unit and, if the board so chooses, to non-member residents.

ARTICLE 6

ENFORCEMENT

6.1. The violation of any provision of the governing documents shall give the board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the governing documents:

- a. To enter the Lot or Common Area in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that unit) that is existing and creating a danger to the Common Area contrary to the intent and meaning of the provisions of the governing documents. The board shall not be deemed liable for any manner of trespass by this action; or
- b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. **NOTICE OF SALE.** Any owner intending to sell his Lot or any interest therein shall give written notice to the board of such intention, together with (i) the address or legal description of the Lot being conveyed, (ii) the name and address of the intended purchaser, (iii) the name, address, and phone number of the title company or attorney designated to close such transaction, (iv) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) scheduled date of closing. An owner shall furnish this information to the board no less than 10 working days before the date of conveyance of the Lot or any interest therein.

7.2. **PROOF OF OWNERSHIP.** Except for those owners who initially purchase a Lot from Declarant, any person, on becoming an owner of a Lot, shall furnish to the board of evidence of ownership in the Lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at the time of conveyance of the Lot or any interest therein.

7.3. **OWNER'S ADDRESSES.** The owner or the several co-owners of a Lot shall register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The owner shall keep the Association informed of the member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's Lot shall be deemed to be his mailing address.

7.4. **REGISTRATION OF MORTGAGES.** An owner who mortgages his Lot shall furnish the board with the name and mailing address of his mortgagee.

7.5. **ASSESSMENTS.** All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Lot.

7.6. **COMPLIANCE WITH DOCUMENTS.** Each owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the development was established.

ARTICLE 8

ASSOCIATION RECORDS

- 8.1. **RECORDS.** The Association shall use its best efforts to keep the following records:
- a. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes that notice of the meeting was properly given shall be sufficient evidence that such notice was given.
 - b. Minutes or a similar record of the proceedings of minutes of the board.
 - c. Names and mailing addresses of the members, the currency and accuracy of the information being the responsibility of the members.
 - d. Names and mailing addresses of the mortgages, the currency and accuracy of the information being the responsibility of the members and their mortgagees.

- e. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principals.
- f. Copies of any income tax returns prepared for the Internal Revenue Service.
- g. Copies of the governing documents and all amendments to any of these. Also, for at least four years, a record of all votes or written consents by which amendments to the governing documents were approved.

8.2. **INSPECTIONS OF BOOKS AND RECORDS.** Books and records of the Association shall be made available for inspection and copying of any member.

8.3. **RESALE CERTIFICATES.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with applicable law. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Lot for which the certificate is furnished.

ARTICLE 9

NOTICES

9.1. **CO-OWNERS.** If a Lot is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

9.2. **DELIVERY OF NOTICES.** Any written notice required or permitted by these bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile.

9.3. **WAIVER OF NOTICE.** Whenever any notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a member or director at any meeting of the Association or board, respectively, shall constitute waiver of notice by such member or director of the time, place, and purpose of such meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice shall be required and any business may be transacted at such meeting.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.1. **PROPOSALS.** These bylaws may be amended by the members according to the terms of this Article. The Association shall provide an owner of each Lot with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

10.2. **CONSENTS.** An amendment shall be adopted by the vote, in person or in proxy, or written consents of the members representing a majority of the votes cast or present at a meeting of which a quorum is obtained.

10.3. **EFFECTIVE.** To be effective, each amendment must be in writing, reference to the names of the development and the Association, be signed by at least two officers acknowledging the requisite approval of members, and be delivered to an owner of each Lot at least 10 days before the amendment's effective date. Further, if these bylaws are publicly recorded, the amendment must recite the recording data for the bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recordation.

ARTICLE 11

GENERAL PROVISIONS

11.1. **CONFLICTING PROVISIONS.** If any provisions of these bylaws conflicts with any provisions of the laws of the State of Texas, such conflicting bylaws provision shall be null and void, but all other provisions of these bylaws shall remain in full force and effect. In the case of any conflict between the articles of incorporation of the Association and these bylaws, the articles shall control. In the case of any conflict between the declaration and these bylaws, the declaration shall control.

11.2. **SEVERABILITY.** Invalidation of any provision of these bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

11.3. **FISCAL YEAR.** The fiscal year of the Association shall be set by resolution of the board, and is subject to change from time to time as the board shall determine. In the absence of a resolution of the board, the fiscal year shall be the calendar year.

11.4. **WAIVER.** No restriction, condition, obligation, or covenant contained in these bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violation or breaches thereof which may occur.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the bylaws of Sikes Estates Section H Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the _____ day of _____, _____.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____, _____.

Sikes Estates Section H Homeowners
Association, Inc.

By: _____
_____, Secretary

STATE OF TEXAS
COUNTY OF WICHITA

Before me, the undersigned authority, on this _____ day of _____, _____, personally appeared _____, Secretary of Sikes Estates Section H Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

Notary Public in and for the State of Texas