

(b) Homeowner Management Committee. Until Declarant [MAKE SURE THIS IS CONSISTENT WITH THE TERM THE DECLARANT/DEVELOPER IS CALLING ITSELF] no longer owns any Lot approved for development under the Master Plan, the Board of Directors shall be entitled but is not obligated to, designate and appoint a “Homeowner Management Committee” (“Committee”). The Committee shall have and exercise the authority of the Board in the management of the Association to include, but not be limited to, the authority to perform all duties related to management of the property and activities of the Association (including collection of assessments, both current and past due), and the enforcement of the Declaration of Restrictions, Covenants and Conditions, the Bylaws, and Rules and Regulations (if any). For as long as the Board determines to appoint and maintain this Committee, the Declarant will make an annual monetary contribution to the Association in an amount determined by the Board in the Board’s full discretion.

The Committee shall have a minimum of five (5) persons and a maximum of nine (9) persons, a majority of which shall consist of Directors of the Association. The remainder of the Committee members shall be homeowner Members of the Association elected at annual or special meetings of the Association. The candidates who receive the most votes shall be elected regardless of the number of owners who attend the meeting (quorum for this meeting and election consists of whoever attends). The Director members of the Committee shall be appointed by the Board of Directors. All Committee members shall serve a term of one (1) year. Any Committee member may be removed by a majority vote of the Committee or by the Board of Directors with or without cause. In the event of a vacancy on the Committee, the remaining Committee members shall elect a successor to serve the unexpired term. Any Committee member who has three (3) consecutive absences from Committee meetings may be removed by a majority of the Committee members. Any Committee member who is more than 60 days delinquent in the payment of his or her assessments may be removed by a majority of the Committee members. Each Committee member shall continue his or her duties until his successor is elected at the next Annual Meeting or Special Election, or until he shall resign, be removed, or such member shall cease to qualify as a Member of the Association. The Board of Directors shall maintain final authority and have veto power over any Committee decisions.

The designation and appointment of the Committee and the authority delegated to it herein shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him or her by law. The Committee shall at all times remain subject to the control and supervision of the Board of Directors.

2. Except as modified by this First Amendment, the Bylaws, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned certify that this First Amendment was properly adopted pursuant to Article 12 of the Bylaws and have caused this instrument to be executed on the _____ day of _____, 20__.

ASSOCIATION: WILLOW VISTA ESTATES HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

**STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Willow Vista Estates Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:
RIDDLE & WILLIAMS, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

G/BYLAWS.AMD/willowvistaestates-first amendment