

Denton County
Juli Luke
County Clerk

Instrument Number: 128897

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AMENDMENT

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" Examined and Charged as Follows: "

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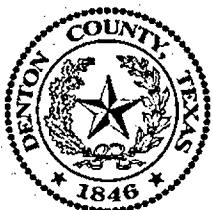
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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

After Recording, Please Return To:
Judd A. Austin, Jr., Esq.
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street
Suite 4600
Dallas, Texas 75201

**SECOND AMENDMENT TO THE
BYLAWS
OF
WINDHAVEN CROSSING TOWNHOME
HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF DENTON §

This Second Amendment to the Bylaws of Windhaven Crossing Townhome Homeowner's Association, Inc. ("*Bylaws*") is made by Wilbow-Windhaven Development Corporation, a Texas corporation ("*Declarant*") and is effective as of the date it is filed with the Denton County Clerk:

W I T N E S S E T H :

WHEREAS, Section 13.1 of Article XIII of the Bylaws authorizes the Declarant to amend the Bylaws unilaterally during the Development Period without the consent or joinder of the Board of Directors or the Members; and

WHEREAS, the Development Period has not lapsed or expired; and

WHEREAS, the Declarant has determined it would be in the best interest of the Association to amend the Bylaws as hereinafter set forth; and

NOW, THEREFORE, the Bylaws are hereby amended as follows:

- Article IV, Section 4.1(b) of the Bylaws is hereby amended, and shall hereinafter read, in its entirety, as follows:

Section 4.1. Authority; Number of Directors.

(b) *From and after the first annual meeting of Members and until the date (the "Transition Date") on which seventy-five percent (75%) of the Lots have been sold to Class A Members, the Board of Directors shall consist of three (3) persons appointed by Declarant who need not be Members of the Association. On and after the Transition Date, the Board of Directors shall consist of five (5) persons, three (3) persons to be elected by the Membership at a special meeting of the Association called for the purpose of electing three (3) Directors (the "Special Meeting") and two (2) persons to be appointed by Declarant and who need not be Members of the Association. During the Development Period, Declarant retains the right to remove and replace the two (2) Declarant appointed Directors. The three (3) Directors elected at the Special Meeting shall serve a term of two (2) years. Following the expiration of the initial terms served by the three (3) Directors elected at the Special Meeting, all their immediate and subsequent successors shall each serve a term of two (2) years and until their respective successors are elected and qualified.*

Within one hundred twenty (120) days after the Declarant has sold all Lots, a special meeting of the Members of the Association shall be called to elect two (2) Directors to replace the Declarant appointed Directors. The Directors elected at this special meeting shall each serve until the next annual meeting of the Association (the "Annual Meeting") whereupon their successors will be elected. The successors elected at the Annual Meeting shall serve staggered terms as the Board of Directors may determine. Following the expiration of the term of those Directors elected at the Annual Meeting, all their immediate and subsequent successors shall each serve a term of two (2) years and until their respective successors are elected and qualified.

All of the foregoing is subject to the Declarant Provisions set forth in Article XII of the Bylaws.

- Article XII, Section 12.3 of the Bylaws is hereby added, and shall hereinafter read, in its entirety, as follows:

Section 12.3. Special Rights of Declarant. Notwithstanding anything contained in these Bylaws to the contrary, so long as Declarant owns at least one (1) Lot, the Board of Directors may not take any action on the items listed below without the prior, written consent of the Declarant:

(a) File or terminate any existing dedicatory instrument of the Association or amend the Declaration, Bylaws, or Rules and Regulations, including the adoption of any new policy, rules,

- regulations or other dedicatory instrument;*
- (b) Approve capital improvements, use reserve funds, or cause a change in banking arrangements of the Association;*
 - (c) Amend any budget;*
 - (d) Approve major repairs or improvements to Common Areas or any structure, easement, or other areas of the Association in which Developer may have a vested interest or responsibility;*
 - (e) Enter into, terminate, or renegotiate any existing contract to which the Association is a party;*
 - (f) Engage in legal proceedings of any kind save and except foreclosures for unpaid assessments;*
 - (g) Interfere with the Declarant, Builders, or development of the Association approval process in place for new construction;*
 - (h) Any action that will violate or interfere with the Declarant's Special Rights under Article XII of the Bylaws or which may adversely affect the Declarant and its rights, Special Declarant rights, or the Class "B" Control Period; and/or*
 - (i) Dissolve the Association.*

Any action taken by the Board of Directors on any of the items described above without the prior, written consent of the Declarant shall be deemed void ab initio, although the Declarant may subsequently ratify such actions. Declarant reserves the right, to be exercised in its sole and absolute discretion, to demand the immediate reprimand of a Director by the remaining members of the Board of Directors, including but not limited to the right to demand the removal of a Director by the remaining members of the Board of Directors, should a Director attempt to or actually engages in any action which violates or interferes with the Declarant's rights and its authority under the Declaration and Bylaws.

In the event this Section 12.3 of Article XII conflicts, in whole or in part, with any provision contained in these Bylaws, the terms and conditions of this Section 12.3 of Article XII shall control.

SIGNED this 15th day of November 2024.

DECLARANT:

**CADG Windhaven, LLC,
a Texas limited liability company**

**By: CADG Holdings, LLC,
a Texas limited liability company,
Its Sole Member**

**By: MMM Ventures, LLC,
a Texas limited liability company,
Its Manager**

**By: 2M Ventures, LLC,
a Delaware limited liability company,
Its Manager**

**By: Mehrdad Moayed
Name: Mehrdad Moayed
Its: Manager**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of November, 2024, by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Windhaven, LLC, a Texas limited liability company on behalf of said company.

[Signature]
Notary Public, State of Texas

