

First Amendment to the Bylaws of Fairview Meadows of Wise County Property Owners Association, Inc.

This **First Amendment to the Bylaws of Fairview Meadows of Wise County Property Owners Association, Inc.** (“Amendment”) is entered into EFFECTIVE on the 11th day of June, 2021.

WHEREAS, this instrument is an Amendment to the Bylaws of Fairview Meadows of Wise County Property Owners Association, Inc. (“Bylaws”). To the extent of any conflict between this Amendment and the Bylaws, the provisions of this Amendment shall prevail.

WHEREAS, the members desire to amend the Bylaws as hereinafter set forth.

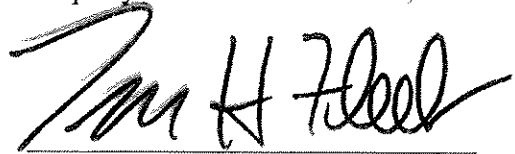
1. Amending Provisions. The Bylaws are hereby amended as follows:
 - (a) Article A(12)(c) is added and shall read:

Initiation Assessment. The Association herein establishes an Initiation Assessment in the amount of \$400.00 (the “Initiation Assessment”) payable to the Association upon an Owner’s acquisition of a Lot. Each Owner, excluding Declarant and any Builder, shall, at the time such Owner acquires a Lot, pay the Initiation Assessment to the Association. Notwithstanding anything to the contrary, either the Declarant or the Board shall have the right to increase, reduce or terminate the Initiation Assessment at any time and for any reason to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the Initiation Assessment is interfering with the Owners’ ability to obtain financing. The Initiation Assessment shall be allocated 50% to capital reserves and 50% to pay for operational expenses and working capital. The Initiation Assessment shall not be considered an advance payment of any Assessments set forth herein and is not refundable.
2. Consequences of Amendment. Nothing in this Amendment affects or modifies any of the provisions of the Bylaws, except as expressly provided herein. The Bylaws as amended by this Amendment, will continue in full force and effect and is ratified and affirmed by the shareholder as if originally written as herein amended.
3. Miscellaneous.
 - (a) The section headings contained in this Amendment are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Amendment or to be considered in construing or interpreting the provisions of this Amendment. Capitalized terms used in this Amendment which are not otherwise defined shall have the same meaning as given to them in the Declaration.

(b) This Amendment embodies the entire agreement and understanding of the shareholder with respect to its subject matter and supersedes all prior agreements and understandings, written or oral. This Amendment may be amended, waived, or discharged only by an instrument in writing by the party against whom enforcement of the amendment, waiver, or discharge is sought.

(c) The determination that any provision of this Amendment is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. In the event of any determination of invalidity or unenforceability, this Amendment will be construed as if the invalid or unenforceable provision were not included in this Amendment.

Fairview Meadows of Wise County
Property Owners Association, Inc.



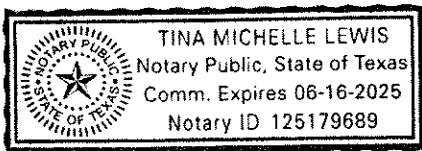
Tim Fleet, Director

STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 11 day of June, 2021, by Tim H. Fleet, Director for Fairview Meadows of Wise County Property Owners Association, Inc.



Notary Public, State of Texas