

AMENDED BYLAWS

OF

OAKS AT WILDWOOD CONDOMINIUM ASSOCIATION

BYLAWS INDEX

	<u>PAGE</u>
NAME AND LOCATION (ARTICLE I)	1
DEFINITIONS (ARTICLE II)	1
UNIT OWNERS (MEMBERS) (ARTICLE III)	1
Composition (Section 1)	1
Annual Meetings (Section 2)	1
Special Meetings (Section 3)	1
Notice of Meetings (Section 4)	1
Conduct of Meetings (Section 5)	2
Participation at Meetings (Section 6)	2
Quorum; Adjournment (Section 7)	2
Voting Rights (Section 8)	2
Voting Power (Section 9)	2
Proxies (Section 10)	2
Action in Writing Without Meeting (Section 11)	2
BOARD OF DIRECTORS: (BOARD OF MANAGERS) (ARTICLE IV)	2
Initial Directors (Section 1)	2
Successor Directors (Section 2)	2
Removal (Section 3)	3
Qualification (Section 4)	3
Nomination (Section 5)	3
Election (Section 6)	3
Compensation (Section 7)	4
Regular Meetings (Section 8)	4
Special Meetings (Section 9)	4
Quorum (Section 10)	4
Voting Power (Section 11)	4
Action in Writing Without Meeting (Section 12)	4
Powers and Authority (Section 13)	4
Duties (Section 14)	5
Delegation of Authority; Management; Contracts (Section 15)	7
OFFICERS (ARTICLE V)	7
Enumeration of Officers (Section 1)	7
Election and Term (Section 2)	7
Special Appointments (Section 3)	7
Resignation and Removal (Section 4)	7
Duties (Section 5)	7
COMMITTEES (ARTICLE VI)	8
BOOKS AND RECORDS (ARTICLE VII)	8
AUDITS (ARTICLE VIII)	8
FISCAL YEAR (ARTICLE IX)	9
AMENDMENTS (ARTICLE X)	9

BYLAWS
OF
OAKS AT WILDWOOD CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Oaks at Wildwood Condominium Association, (the "Association"), which nonprofit corporation is created pursuant to the provisions of the Texas Non-Profit Corporation Law, part of the Texas Business Organizations Code, and which Association is also created pursuant to the provisions of Chapter 82 of the Texas Property Code as the unit owners' association for Oaks at Wildwood Condominium. The principal office of the Association shall be as set forth in its Certificate of Formation (the "Certificate"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board") of the Association shall be at such place in Texas as the Board may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, (the "Declaration"), recorded with the County Clerk of Williamson County, Texas.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than twelve (12) months between annual meetings of the members.

Section 3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise twenty percent (20%) or more of the voting power of Unit Owners, and when required by the Condominium Act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least ten (10) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Unit Owner of notice of such meeting.

Section 5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

Section 6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners.

Section 7. Quorum; Adjournment. Twenty percent (20%) of the Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable with respect to a particular matter to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit or that particular matter, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.

Section 9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 11. Action in Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Initial Directors. The initial directors and their business addresses are as set forth in the Certificate, or such other person or persons as may from time to time be substituted by Declarant.

Section 2. Successor Directors. No later than sixty (60) days after Declarant has sold and conveyed Units to which fifty percent (50%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one-third (1/3) of the Directors at such meeting to replace whichever Directors Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) sixty (60) days after the sale and conveyance, to purchasers in good faith and for value, of Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain, the Association shall meet and all Unit Owners,

including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. For purposes of computing undivided interests pursuant to the foregoing, those interests shall be computed by comparing the number of Units sold and conveyed to the maximum number of Units (eighty-six) that may be in the Condominium. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Certificate or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent (75%) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Certificate or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Certificate, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, a runoff election between only those persons who received the same number of votes, and only for purposes of resolving the tie vote, shall be conducted in the same manner as the original election. The person or persons receiving the largest number of votes shall be elected Director or shall serve the length of the term the subject of the runoff election. In no case shall cumulative voting be permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the Declaration shall be obtained and maintained;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;

(g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

(h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board may from time to time determine;

(k) borrow funds, as needed, and pledge and assign such security and rights of the Association, including, without limiting the generality of the foregoing, rights to levy and collect Association assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the sole judgment of the Board, to obtain any such loan;

(l) purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (i) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (ii) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and

(m) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

Section 14. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;

(b) present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;

(c) cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:

(i) the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit; and

(ii) the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner;

and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) cause an annual budget to be prepared, and amendments thereto as needed;

(f) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(h) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;

(i) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(j) take all other actions required to comply with all requirements of the Condominium Organizational Documents.

Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Owners written notice of the proposed Assessment that includes:

(i) a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;

(ii) the amount of the proposed Special Individual Unit Assessment;

(iii) a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

(iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, an Occupant of that Owner's Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

Section 15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no management contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant shall extend more than ninety (90) days, and no other contract, except for necessary utility services, shall extend more than one year, subsequent to that assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

ARTICLE V

OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Certificate and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Condominium Act or the disclosure of which is prohibited by the laws of the State of Texas or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Certificate, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

(a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of Unit Owners;

(b) to each holder, insurer, or guarantor of a first mortgage upon a Unit which requests the same, in writing, within a reasonable time thereafter, provided the audit, if an

audited statement is not already available, shall be prepared at the expense of such requesting party; and

(c) during such time, if any, as the Condominium contains fifty (50) or more Units, to each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, within one hundred twenty (120) days of the Association's fiscal year end, at the expense of the Association.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

ARTICLE X

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the 16th day of September, 2010.

**ALLEN GROUP I, LLC, a Mississippi limited
liability company doing business in Texas as
The Oaks at Wildwood**

By:


DAVID B. BLACKBURN, Manager

COMMUNITY POLICIES AND GUIDELINES

These guidelines have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which OAKS AT WILDWOOD CONDOMINIUM ASSOCIATION operates. All residents are asked to support these Guidelines in order that the community will be a more attractive and harmonious place to live.

I. Personal Property

All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the garage or inside the patio areas but not visible above the fence with the exception of patio furniture that was constructed and sold for outdoor use, patio umbrellas and grills (a maximum of one table and four chairs).

Abbey and Canterbury homes may place patio furniture in either black or tan on the concrete pad outside the front door, in front of the veranda or on the optional patio area (designated as Limited Common Element), if such optional patio was selected (a maximum of one table and four chairs).

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Condominium Association Board of Directors.

The location of any exterior satellite dish must receive the prior written approval of the Condominium Association Board of Directors.

The Condominium Association Board of Directors shall impose a fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

II. Decorative Items

Until such time as the Condominium Board of Directors has been elected and minimum guidelines for decorative items are established, display of any of the following is not allowed:

- Bird feeders or bird baths (tree-hanging or freestanding)
- Flower/plant pots
- Garden hose hangers
- Ground/landscape lights or stepping stones
- Wall plaques
- Windsocks/wind chimes/decorative flags

A. Holiday Decorations

Christmas lights and decorations are permitted to be placed in the limited common areas and/or on building exteriors provided the decorations do not damage limited common area, building, gutters or siding. They may not be displayed before Thanksgiving Day, and must be removed by no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

B. The American Flag

The American Flag may be flown or displayed at anytime following normal flag protocol.

C. Wreaths

Decorative wreaths may be hung on the front door only. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on walls and on the outside of patio fences.

The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

III. Flowers/Landscape Plants

A. Flowers

Flowers may be planted inside the patio fence or directly outside the patio fence or veranda in the existing mulched area. A maximum of three (3) flower pots are allowed on the concrete pad outside the front door. Flowers are not permitted around any tree. Only annuals which will not exceed the height of the patio fence shall be used. Maintenance of the flowers is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season will be removed by the grounds keepers and the cost for removal will be billed to the resident.

B. Landscape Plants

Any planting of new shrubs outside the patio area must receive advance approval. Variance request forms are available from either the Property Manager or the Sales Office.

1. Additional landscape plants which may be considered will be of a

species already in use in the community and which, at maturity, will be compatible with the existing plant material.

2. Any new planting beds will be limited in size by the Board.
3. New beds must be mulched with matching hardwood.
4. New plants will become the property of the Condominium Association, who will provide future mulching, pruning and fertilization. However, should any one of the plants die, the resident is responsible for replacement.

C. Landscape Lights

Low voltage lights may be added in the landscape area on the inside of the walk in the mulched bed between the sidewalk and the home only. A total of six lights are permissible and Malibu 11 Watt Low Voltage Three Tier Light in black available at Home Depot is the approved brand, model #CL191. Specific information may be obtained from the Property Manager.

The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

IV. Other Items

A. Prohibited Items

The following items will be strictly prohibited in any common area of the Community: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clotheslines, or other such items. Laundry may not be hung over any patio fence (swim suits, towels, rugs, etc., included). Further, any and all signs advertising the sale or lease of the property are strictly prohibited. The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

V. Exterior Maintenance and Alterations

The Condominium Association is responsible for maintaining and repairing all exterior doors, windows, and window screens. No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor

may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board.

A. Patio Gates

Patio gates may be installed at the resident's expense (i) using only the approved design and specifications and (ii) after obtaining approval from the Board of Directors or its designee. Copies of the design and specifications are available from the Property Manager or at the Sales Office.

B. Storm Doors

Storm doors may be added at the resident's expense (i) using only the approved design and color and (ii) after obtaining approval from the Board of Directors or its designee. Specific information about approved storm doors may be obtained from either the Property Manager or the Sales Office.

The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

VI. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige or light gray on the **exterior side**. The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

VII. Signs

"For Sale" and "For Rent" signs may **NOT** be hung or displayed at any location on the property. The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

VIII. Animals

A. No more than one household domestic pet, not bred or maintained for commercial purposes, may be kept in any one home. Pets shall be limited to dogs or cats. However, if an owner has more than one pet when he or she moves into the condominium; and, such pets comply with the requirements of the Declaration of Condominium, up to two (2) pets may be kept by the owners.

- B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up of all pet litter.
- C. No pet shall be tethered outside in the lawn or common area; nor shall any pet be tied to any patio fence.
- D. Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Directors.

IX. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in limited common area (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks when in the area to perform service or repair work are an authorized exception.

All parking by residents or guests **must be:** (a) within the garage, (b) in the limited common area in front of the garage door, (c) in the parking spaces at the Clubhouse area, or (d) on the side drive in such a manner so as not to block any other residents access to the garage or street. **PARKING IS PROHIBITED IN THE "TURN-AROUND" AREAS AT THE END OF THE DRIVEWAY.** No vehicle may be parked in the clubhouse parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any common or limited common area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in limited common or common areas except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owners. The speed limit within the community is **14 mph**. Reckless operation, excessive speed, and parking or

driving on the lawn areas is prohibited. The Condominium Association Board of Directors shall impose of fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

X. Swimming Pool

The pool is for the exclusive use of the residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area. The pool rules are:

- A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.
- B. All children under the age of 18 must be accompanied by an adult resident age 18 or older.
- C. Guests are limited to three (3) per household, and ***must be accompanied by a resident at all times***. Guests will be asked to leave if the resident is not present. Pool passes may be required.
- D. The following are ***prohibited*** in the pool area:
 - Animals or pets
 - Glass or other breakable items
 - Running, diving or disruptive behavior
 - Excessive noise, splashing or radios without headphones
 - Private pool parties
 - All rafts and body floats
 - Electrical Devices
- E. Swimming is permitted only in garments sold as swim wear. Infants must also wear swim suits - ***no diapers are permitted in the water***.
- F. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use.
- G. The pool will be open daily from dawn to dusk.
- H. Wet swim wear is not permitted in the Clubhouse lounge area.
- I. The gas grill is to be operated by adult residents only and cleaned up after use.

XI. Community Center (Clubhouse)

The Community Center is for the private use of the residents. It is available for rental to residents only for non-profit parties or meetings. The following policy applies:

- A. A \$175.00 refundable deposit and a \$25.00 rental fee are required. Reservations are granted on a first request basis.
- B. Children and teenage parties are prohibited.
- C. The renting resident will have exclusive use of the party room **only**; the guests **may not** use the pool or exercise equipment, and the pool may not be reserved for any party. No party items will be furnished by the Association.
- D. The renting resident is responsible for **all** clean-up and trash removal. Clean-up must be done (completely) the day of the party.
- E. Damages to the community center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.
- F. The Community Center may not be rented or reserved on the following holidays: New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, Labor Day, Memorial Day, or the 4th of July.

XII. Trash Collection

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal.

All trash for collection must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

The Condominium Association Board of Directors shall impose a fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

XIII. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Condominium Association as a planned community activity. The Condominium Association Board of Directors shall impose a fine of \$25 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

XIV. Utilities

Residents are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession. Water and sewage utilities are paid for by the Condominium Association.

XV. Condominium Sales

Any owner who sells his or her condominium is responsible for:

- A. Making certain the Association management company is aware of ownership changes at the time a closing date is established.
- B. Making certain all condominium dues are current.
- C. Making certain new owners receive the Condominium Declaration, Bylaws and Community Policies & Guidelines.

XVI. Prohibited Tenants

Persons convicted of criminal offenses of a violent or sexual nature, including but not limited to persons required to register as sex offenders, are prohibited from residing in the community or being present in the community between the hours of 9:00 p.m. and 6:00 a.m. The Condominium Association Board of Directors cannot and does not make any warranties or representations regarding the safety of the community or its residents by enacting this prohibition. Upon receipt of written notice that a prohibited tenant is residing in the community, the Condominium Association Board of Directors will make every reasonable effort to enforce the foregoing policy and have the individual removed from the community. The Condominium Association Board of Directors shall also impose a fine of \$1,000 on the owner of the unit for each day in which an owner or a resident of the unit is in violation of this community policy.

XVII. Amendments

These policies and guidelines may be subject to change from time to time at the

discretion, and by a majority vote of the Board of Directors.

RECEIPT

The undersigned acknowledges the receipt from ALLEN GROUP I, LLC, doing business in Texas as The Oaks at Wildwood, of the Community Policies and Guidelines.

OAKS AT WILDWOOD CONDOMINIUM

this _____ day of _____, _____

Signature(s) of Prospective Purchaser(s)*

*Signing this receipt does not obligate you in any way but is merely evidence that we have complied with requirements of Texas law to provide certain information and opinions to you.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010061651

Nancy E. Rister

09/15/2010 09:27 AM

SURRATT \$440.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

① ALLEN GROUP I LLC
317 HERITAGE DRIVE STE 8
OXFORD, MS 38655