

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**RESOLUTION TO AMEND THE DECLARATION
OF
OAKS AT WILDWOOD CONDOMINIUM ASSOCIATION**

ORIGINAL FILED
BUT NOT COMPARED
JUL 25 2016
Nancy E. Ruster
County Clerk, Williamson Co. TX

Document reference. Reference is hereby made to the Amended Bylaws of Oaks at Wildwood Condominium Association, filed as the Document No. 2011067147 in the Official Public Records of Williamson County, Texas (together with any amendments thereto, the "**Bylaws**").

Reference is further made to the Restated Declaration for Oaks at Wildwood Condominium, filed as the third attachment to Document No. 2011067147 (the "**Declaration**"), and to the Amendment to Rules and Regulations of Oaks at Wildwood Condominium Association, filed as Document No. 2015027128 (the "**Rules**"), all filed in the Official Public Records of Williamson County, Texas, (together with all supplemental documents and amendments thereto).

WHEREAS, the Declaration provides that owners of lots subject to the Declaration are automatically made members of Oaks at Wildwood Condominium Association (the "**Association**");

WHEREAS, the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article IV, Section 13 of the Bylaws, Section 23 of the Current Rules, and Section 82.102 of the Texas Uniform Condominium Act;

WHEREAS, the Association desires to modify its current affirmative vote requirement in its Condominium Organizational Documents to sixty-seven percent (67%);

WHEREAS, at the meeting of the members of the Association, held on June / , 2015, wherein a quorum was present, the following resolution was adopted by consent and vote of seventy-five percent (75%) or more of the voting power to Unit Owners, and the consent of mortgagees representing at least fifty-one percent (51%) of the voting power of Units that are subject to mortgages, as required by Article XVIII of the Declaration; and

WHEREAS, no mortgagees have provided the requisite notice and the requisite approval has been obtained from the Association's members.

BE IT RESOLVED, that Article XIII, Section 2 of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans or specifications thereof approved by Unit Owners exercising no less than sixty-seven percent (67%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided."

BE IT RESOLVED, that Article XV, Section 3, Sub-Paragraph (a)(i)(a) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association provided, however, that such costs will not exceed such costs from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of the Unit Owners;"

BE IT RESOLVED, that Article XV, Section 3, Sub-Paragraph (a)(i)(d) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"d. the estimated amount desired to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' current estimated Assessments on all Units. Further, such amount will not exceed such amount from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of the Unit Owners;"

BE IT RESOLVED, that Article XV, Section 3, Sub-Paragraph (a)(i)(e) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"e. an amount deemed adequate by the Board in its sole and unfettered discretion, and without vote of Unit Owners, to establish or augment an existing reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained provided, however, that such amount will not exceed such amounts from the previous fiscal year by more than 5% without the prior consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of the Unit Owners; and"

BE IT RESOLVED, that Article XV, Section 3, Sub-Paragraph (a)(i)(f) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded provided, however, that such costs will not exceed such costs from the previous fiscal year by more than 5% without the prior consent of the Unit Owners exercising not less than sixty-seven (67%) of the voting power of the Unit Owners."

BE IT RESOLVED, that Article XV, Section 3, Sub-Paragraph (b)(i) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"(i) In addition to Operating Assessments, the Board may levy, at any time, Special Assessments for Capital Improvements to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves thereof are insufficient provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed thereof, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners."

BE IT RESOLVED, that Article XVIII, Section 1 of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) that are material in nature shall require the consent of Unit Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners and the consent of mortgagees representing at least fifty-one percent (51%) of the voting power of Units that are subject to mortgages. Notwithstanding the foregoing:

(a) the consent of all Unit Owners and mortgagees, including Declarant, so long as it owns a Unit or has the right to expand the Condominium, shall be required for any amendment effecting a change in:

- (i) the boundaries of any Unit;
- (ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;
- (iii) the number of votes in the Association appertaining to any Unit;
- (iv) the fundamental purposes to which any Unit or the Common Elements are restricted; or
- (v) the provisions and requirements of this Article XVIII;

or to impose restrictions, limitations or prohibitions against or inhibiting the rental of any Unit or Units;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable;

- (i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration

shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

- a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;
- b. to bring the Declaration into compliance with requirements of the Condominium Act;
- c. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and
- d. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Texas Secretary of State; but for no other purpose.

(d) An affirmative approval for a proposed amendment is granted if a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested."

BE IT RESOLVED, that Article XIX, Section 2, Sub-Paragraph (c) of the Declaration of and for the Association are amended and replaced in its entirety as follows:

"(c) The foregoing notwithstanding, the Association may not commence a legal proceeding or action without the affirmative vote of Owners exercising not less than sixty-seven percent (67%) of the voting power of Unit Owners. This limitation shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), the Bylaws, and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims or cross-claims brought by the Association in proceedings instituted against it."

Subject solely to the amendments provided above, the Declaration remains in full force and effect.

AGREED TO and ADOPTED the 1st day of JUNE, 2015.

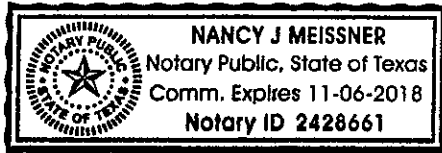
As required by the Declaration, Article XVII, Section 2, the undersigned officers certify that this amendment was duly adopted in accordance with the provisions of the Declaration and shall be executed by two officers of the Association.

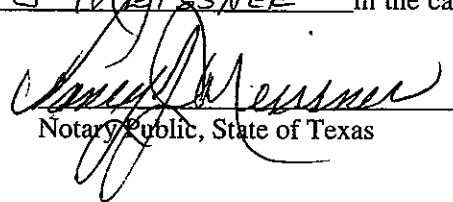
Acknowledgement

STATE OF TEXAS §

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This instrument was acknowledged before me on the 23 day of JULY, 2016, by NANCY J MEISSNER in the capacity stated above.



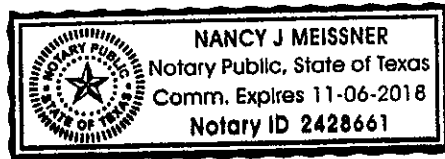

Notary Public, State of Texas

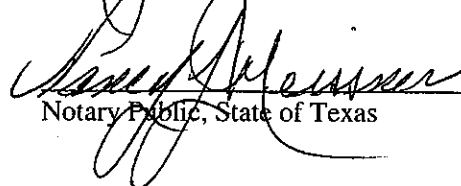
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Notary Public, State of Texas

After recording, please return to:

Slater Pugh, Ltd. LLP
8400 N. Mopac Expressway, Suite 100
Austin, Texas 78759

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Figure 1 shows a schematic diagram of a two-dimensional lattice. The lattice is represented by a grid of points. A central point is labeled '1'. Points are numbered 1 through 12 in a spiral pattern starting from the center. A dashed line connects the central point '1' to point '12'. A solid line connects point '12' to point '11'. A dashed line connects point '11' to point '10'. A solid line connects point '10' to point '9'. A dashed line connects point '9' to point '8'. A solid line connects point '8' to point '7'. A dashed line connects point '7' to point '6'. A solid line connects point '6' to point '5'. A dashed line connects point '5' to point '4'. A solid line connects point '4' to point '3'. A dashed line connects point '3' to point '2'. A solid line connects point '2' to point '1'. The lattice is labeled 'Lattice' at the bottom left.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves identifying the resources needed, the tasks to be completed, and the timeline for the project.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals, and identifying any lessons learned for future projects.