

**CONDOMINIUM INFORMATION STATEMENT  
FOR THE  
WOODLAND COURT CONDOMINIUM**

Pursuant to Texas Property Code Sections 82.151 through 82.156, which require that purchasers of a unit in a condominium project be given certain information before executing a contract to purchase a such a unit, Villa Maria, L.L.C. provides the following information package regarding the Woodland Court Condominium (the "Project").

**Name and Address of Declarant**

1. The units in the Project are being offered by Villa Maria, L.L.C. ("Declarant"), whose principal address is 5116 North Scottsdale Road, Suite 101, Scottsdale, Arizona 85260.

**General Description of Project**

2. The Project consists of a residential townhouse condominium development on 5.365 acres with a maximum of forty-three (43) units.

**Additional Units**

3. The Declarant expressly reserves the right to add additional units as part of the Project, but the Declarant shall have no duty or obligation of any kind to add any units. Any additional units that are added will be located on acreage adjacent to the Project.

**Development Rights Reserved by Declarant**

4. Declarant has reserved the right to add to the Project from land located adjacent to the Project and on that parcel to create the additional condominium units described in Paragraph 3 of this Statement. Declarant's ability to exercise these reserved development rights depends on the future economic feasibility of the proposed addition and on securing all applicable governmental approvals for the addition.

**Encumbrances Affecting Title**

5. After conveyance by the Declarant of the units in the Project to purchasers, the following encumbrances (including liens and leases) will affect title to the Project: See Attached Exhibit "A".

**Pending Suits and Unsatisfied Judgments**

6. (a) There are no pending law suits to which the Unit Owners Association for the Project (the "Association") is a party.

(b) There are no pending lawsuits, about which Declarant has actual knowledge, that are material to the land title and construction of the condominium Project.

(c) There are no unsatisfied judgments against the Association.

**Insurance**

7. The Association carries insurance for the benefit of the unit owners as follows: (a) Property Insurance on the units and insurable common elements insuring against all risks of direct physical loss that are commonly insured against, including fire and extended coverage, in a total amount of eighty (80) percent

of the replacement cost or actual cash value of the insured property; and (b) commercial general liability insurance, including medical payments insurance, in an amount of \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas.

#### Expected Fees and Charges

8. The expected fees or charges to be paid by unit owners for use of the common elements and condominium facilities are \$1,080.00 per year.

#### Attached Documents

9. The following documents are provided together with this Statement:

(a) A copy of the Project's Declaration, including all amendments, is attached to this Statement as Exhibit "B".

(b) A copy of the Association's Articles of Incorporation, including all amendments, is attached to this Statement as Exhibit "C".

(c) A copy of the Association's Bylaws, including all amendments, is attached to this Statement as Exhibit "D".

(d) A copy of the Association's adopted Rules and Regulations, as amended, is attached to this Statement as Exhibit "E".

(e) A copy of each warranty provided by the Declarant is attached to this Statement as Exhibit "F".

(f) A copy of the Association's projected budget for the Association for its first fiscal year after the first conveyance of a unit to a purchaser is attached to this Statement as Exhibit "G".

(g) A copy of the purchase contract is attached to this Statement as Exhibit "H". This purchase contract must be executed by the purchaser at the closing of the sale of any unit in this Project.

This Condominium Information Statement is effective as of June 15, 2004.

Villa Maria, L.L.C.

By: 

Ronald O'Connor, Manager

**Exhibit "A"**

(The Encumbrances follow this page.)

Exhibit "A"

Encumbrances

1. 25' Building line on the northwest side; 5' Building line and 7.5' Building line on the northeast, southeast, and southwest sides; 2 electric lines from the southeast side to the Utility poles on the interior of the lot; as shown on plat recorded in Volume 2412, Page 1 of the Official Records of Brazos County, Texas; as shown on Right-of-Way plat recorded in Volume 346, Page 79 of the Deed Records of Brazos County, Texas; as shown on survey prepared on October 2, 2003, under the supervision of Brad Kerr, R. P. L. S. #4502.
2. 50' Water Line Easement from Mary Knowles Beckwith, et al, to Agricultural and Mechanical College of Texas, dated July 5, 1950, recorded in Volume 145, Page 177 of the Deed Records of Brazos County, Texas.
3. 20' Electrical Easement from M. J. Scamardo, et al, to City of Bryan, dated December 21, 1983, recorded in Volume 645, Page 318 of the Official Records of Brazos County, Texas.
4. 20' Waterline Easement from Larry B. Hodges to City of Bryan, dated September 30, 1996, recorded in Volume 2698, Page 27 of the Official Records of Brazos County, Texas.
5. Royalty Reservation in Deed from The Braver Corporation to A.B. Syptak, Jr., Trustee, dated September 14, 1978, recorded in Volume 408, Page 793 of the Deed Records of Brazos County, Texas.
6. Oil and Gas Lease, and all terms, conditions, and stipulations therein from Lessor, Galco Engineering, Ltd. to Lessee, Getty Oil Co., dated October 21, 1977, recorded in Volume 28, Page 744 of the Oil and Gas Lease Records of Brazos County, Texas.
7. Royalty Reservation in Deed by Donald V. Jensen, Trustee to Davis and Scamardo Construction Co., Inc., dated August 30, 1983, recorded in Volume 600, Page 572 of the Official Records of Brazos County, Texas.
8. Mineral Reservation in Deed by Shabeer Jaffar to Lawrence B. Hodges, Jr., dated May 25, 1995, recorded in Volume 2377, Page 223 of the Official Records of Brazos County, Texas.

**Exhibit "B"**

(The Declaration follows this page.)

## DECLARATION

### WOODLAND COURT CONDOMINIUM

State of Texas

County of Brazos

#### Preamble

This Declaration is made on the 7th day of June, 2004, at College Station, Brazos County, Texas, by Villa Maria, L.L.C., a Texas limited liability company, ("Declarant") whose mailing address is 6115 North Scottsdale Road, Suite 101, Scottsdale, Arizona 85260.

#### RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located in the City of College Station, County of Brazos, State of Texas (the "Property"), more particularly described in Exhibit "A", which is attached and incorporated by reference.
2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Texas Property Code.
3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the project is **Woodland Court Condominium**.
4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project ("Project"). The plan consists of individual ownership of residential housing units (the "Unit(s)") and other areas. The Project shall be divided into no more than 43 Units, initially, but Declarant reserves the right to amend this Declaration to add additional units upon future expansion.
5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is **The Association of Woodland Court Homeowners, Inc.**
6. The Units and other areas of the Project are more particularly described in Exhibit "A", which is attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibit "A". Exhibit "D" sets forth the allocation to each Unit of (a) a fraction of percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.
7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and

shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

## **ARTICLE 1 DEFINITIONS**

### **Articles**

1.01. Articles mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas, substantially in the form shown on Exhibit "B".

### **Association**

1.02. Association means the Association of Woodland Court Homeowners, Inc., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

### **Board**

1.03. Board means the Board of Directors of the Association.

### **Bylaws**

1.04. Bylaws mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board, substantially in the form shown on Exhibit "C".

### **Condominium**

1.05. Condominium means the separate ownership of single units in a multiple-unit structure or structures with common elements.

### **Common Elements**

1.06. Common Elements mean all elements of the Project except the separately owned Units, and includes both general and limited common elements. All water lines which serve the Project and all sewer lines not located in City of Bryan Sanitary Sewer easements which serve the Project are Common Elements. All storm water or drainage lines or facilities not within the City of Bryan drainage easements are common Elements. All streets or driveways are Common Elements. Any amenities constructed at the Project, including but not limited to, basketball courts, volleyball courts, pool and adjacent patio and decks, picnic tables, barbeque grills, and play areas are Common Areas. The above referenced amenities, if any, shall be completed as part of the Common Elements no later than the sale of the final Unit.

### **Declarant**

1.07. Declarant means Villa Maria, L.L.C. and its successors and assigns.

### **Declaration**

1.08. Declaration means this Declaration document and all that it contains.

### Encumbrances

1.09. The liens, defects and encumbrances affecting the Project to which the rights of Owners are hereby made subject are set out on Exhibit "E".

### General Common Elements

1.10. General Common Elements are Common Elements.

### Governing Instruments

1.11. Governing Instruments mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

### Limited Common Elements

1.12. Limited Common Elements are Common Elements.

### Manager

1.13. Manager means the person or corporation, if any, appointed by the Board to manage the Project.

### Owner(s)

1.14. Owner(s) means any person that owns a Unit within the Project.

### Person

1.15. Person means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

### Project

1.16. Project means the entire parcel or the Property described in Exhibit "A", including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than 43 Units, initially, but Declarant reserves the right to amend this Declaration to add additional units upon future expansion, pursuant to the terms of Article 3 herein.

### Rules

1.17. Rules mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

### Unit

1.18. Unit means a physical portion of the condominium designated by Exhibits "A" for separate ownership and occupancy.

### Declaration



## ARTICLE 2 THE PROPERTY

### Property Subject to Declaration

2.01. All the real property described in Exhibit "A" to this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

### Exclusive Ownership and Possession

2.02. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, Floors, ceilings, and the exterior surfaces of balconies and terraces. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, Floors, ceilings, windows, and doors bounding the Owner's Unit.

### Common Elements

2.03. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibit "A" in the percentage expressed in Exhibit "D". The percentage of the undivided interest of each Owner in the Common Elements; as expressed in Exhibit "D"; shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

### Limited Common Elements

2.04. The Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Owners of the Units to which they are appurtenant.

### Partition of Common Elements

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

### Nonexclusive Easements

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Declaration

### Other Easements

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

### Easements for Maintenance of Encroachments

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

## ARTICLE 3 ADDITIONAL REAL ESTATE

### Declarant's Right to Add Additional Real Estate

3.01. Declarant expressly reserves the right to add additional real estate to the Condominium. Declarant shall have no duty or obligation of any kind to add any additional real estate. The method of adding the additional real estate shall be pursuant to Section 82.060 of the Act.

### Compatibility of Style, Etc.

3.02. It is Declarant's present intent that any buildings, amenities and Units that may be erected upon the additional real estate, or a portion thereof, will be compatible with the other buildings and improvements in the Condominium in terms of architectural style, quality of construction, and size. However, Declarant expressly reserves the right to change the architectural style, size and location of any buildings, amenities and Units that may be erected upon the additional real estate.

### Applicability of Restrictions, Etc.

3.03. All restrictions in this Declaration and the Bylaws affecting use, occupancy and alienation of Units will apply to any and all additional Units that may be created within the additional real estate.

### Other Improvements and Common Elements

3.04. In addition to the buildings and Units that may be erected upon the additional real estate or a portion thereof, the other improvements and Common Elements that may be made or created upon or within the additional real estate or each portion thereof which may be added to the Condominium will be generally similar in quality and quantity to the improvements and Common Elements located in the Condominium.

### Applicability of Assurances if Additional Real Estate Not Added

3.05. The assurances made in this Article III will not apply with respect to any additional real estate that is not added to the Condominium. In the event that Declarant shall not expand the condominium by the use or any portion of additional real estate, Declarant shall have the right to develop all or any portion of any additional real estate without restriction.

### Allocation of Interest In Common Elements and Common Expenses

3.06. If Declarant adds additional real estate, or portions thereof, to the Condominium, the percentage interest of each Unit Owner in the Common Elements and the Common Expenses will be determined by a ratio formulated upon the relation that each Unit bears to the total number of Units in the Project.

## ARTICLE 4 UNIT OWNERS ASSOCIATION

### Association

4.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name Association of Woodland Court Homeowners, Inc., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws substantially in the form attached hereto as Exhibit "B" and "C", respectively.

### Membership

4.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

### Voting Rights

4.03. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit "D". If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

### Membership Meetings

4.04. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

### General Powers and Authority

4.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 5 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

#### Board of Directors and Officers of the Association

4.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

#### Duties of the Association

4.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

(i) Water, sewer, garbage, electrical, telephone, gas, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 7 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.

(iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000 for any one person injured, \$1,000,000 for anyone accident, and \$1,000,000 for property damage. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects this, then, or their action against another named insured.

(iv) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

(vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Preparation and distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of a Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year shall be distributed within 90 days after the close of the fiscal year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

(ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

(iii) Record of the names and addresses of all Owners with voting rights.

Declaration



- (iv) Plans and specifications used to construct the Project.
- (v) The condominium information statement given to all Owners by the Declarant before sale.
- (vi) Voting records, proxies, and correspondence relating to declaration amendments.
- (e) Arrangement for an annual independent audit of all books and records of the Association.

#### Declarant's Control Period

4.08. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after Declarant has conveyed ninety (90) percent of the Units in the Project to Owners other than Declarant, provided, however, that, not later than the one hundred twentieth (120th) day after Declarant's conveyance of fifty (50) percent of the Units to Owners other than a Declarant, not less than one third of the Board members must be elected by Owners other than Declarant.

#### Powers and Duties of the Board of Directors

4.09. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

#### Limitations on Powers of Board of Directors

4.10. Notwithstanding the powers set forth in Paragraph 4.09 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

## ARTICLE 6 ASSESSMENTS

### Covenant to Pay

5.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

### Regular Assessments

5.02. Regular assessments shall be made in accordance with the following. Within sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month. Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

### Special Assessments

5.03. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

### Limitations on Assessments

5.04. The Board may not, without the approval of a majority of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20%) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five (5) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

### Commencement of Assessments

5.05. Regular assessments shall commence on the date of closing of the first sale of an Unit in the Project.

### Liability for Assessments

5.06. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent. If not paid within ten (10) days after written notice of delinquency, Owner shall be obligated to pay a late fee equal to one-fourth (1/4) of the amount of the assessment. Said late fee shall continue to be assessed monthly until paid in full. Declarant shall not be obligated to pay any regular or special assessment during the Declarant's Control Period.

### Payment of Assessments on Conveyance of Unit

5.07. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 5.02 and 5.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.
- (b) Amounts due under mortgage instruments duly recorded.

### Lien and Foreclosure for Delinquent Assessments

5.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens.

## ARTICLE 6 RESTRICTIONS AND COVENANTS

### General Restrictions on Use

6.01. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:



(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that the Unit is not used for transient or hotel purposes and that the term of the lease is for a period of at least sixty (60) days and is subject to the Association's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit; provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Board.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in a space designated for the Owner by the Board.

#### Maintenance

6.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

#### Damage Liability

6.03. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

### Exemption

6.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

## ARTICLE 7

### DAMAGE OR DESTRUCTION

#### Application of Insurance Proceeds

7.01. (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 7.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 80 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit D of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit D of this Declaration.

#### Insufficient Insurance Proceeds

7.02. When reconstruction is required by the terms of Article 7.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

#### Obtaining Bids for Reconstruction

7.03. If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 7.03. At such meeting, the Owners may, by a vote of not less than sixty-seven (67) percent of the votes present, elect to reject all of the bids or, by not less than fifty-one (51) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

## ARTICLE 8

### RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guarantees:

(i) To exercise the power of sale, foreclose, or take title to a Unit pursuant to the remedies provided in the deed of trust.

(ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

(iii) To interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least two thirds (2/3rds) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to a Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

**ARTICLE 9  
GENERAL PROVISIONS**

**Amendment**

9.01. (a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project.

(b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Brazos County, Texas.

**Nonwaiver of Remedies**

9.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

**Severability**

9.03. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

**Binding**

9.04. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

**Interpretation**

9.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

**Limitation of Liability**

9.06. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

**Fair Housing**

9.07. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

### Notices

9.08. (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 9.08(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 9.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 5115 North Scottsdale Road, Suite 101, Scottsdale, Arizona 85250.

### Number, Gender, and Headings

9.09. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

Declarant's Signature

Villa Maria, L.L.C.

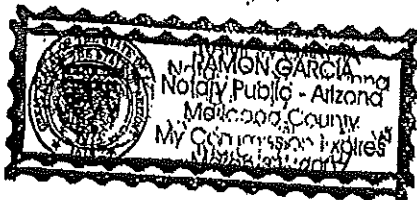
By: Ronald O'Connor, Manager

### ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

This instrument was acknowledged before me, by Ronald O'Connor, Manager of Villa Maria, L.L.C. on the 24th day of June, 2004.



Notary Public, State of Arizona

Exhibits

- A - Project, Plans and Plans
- B - Articles of Incorporation
- C - Bylaws
- D - Percent Interest Chart
- E - Encumbrances



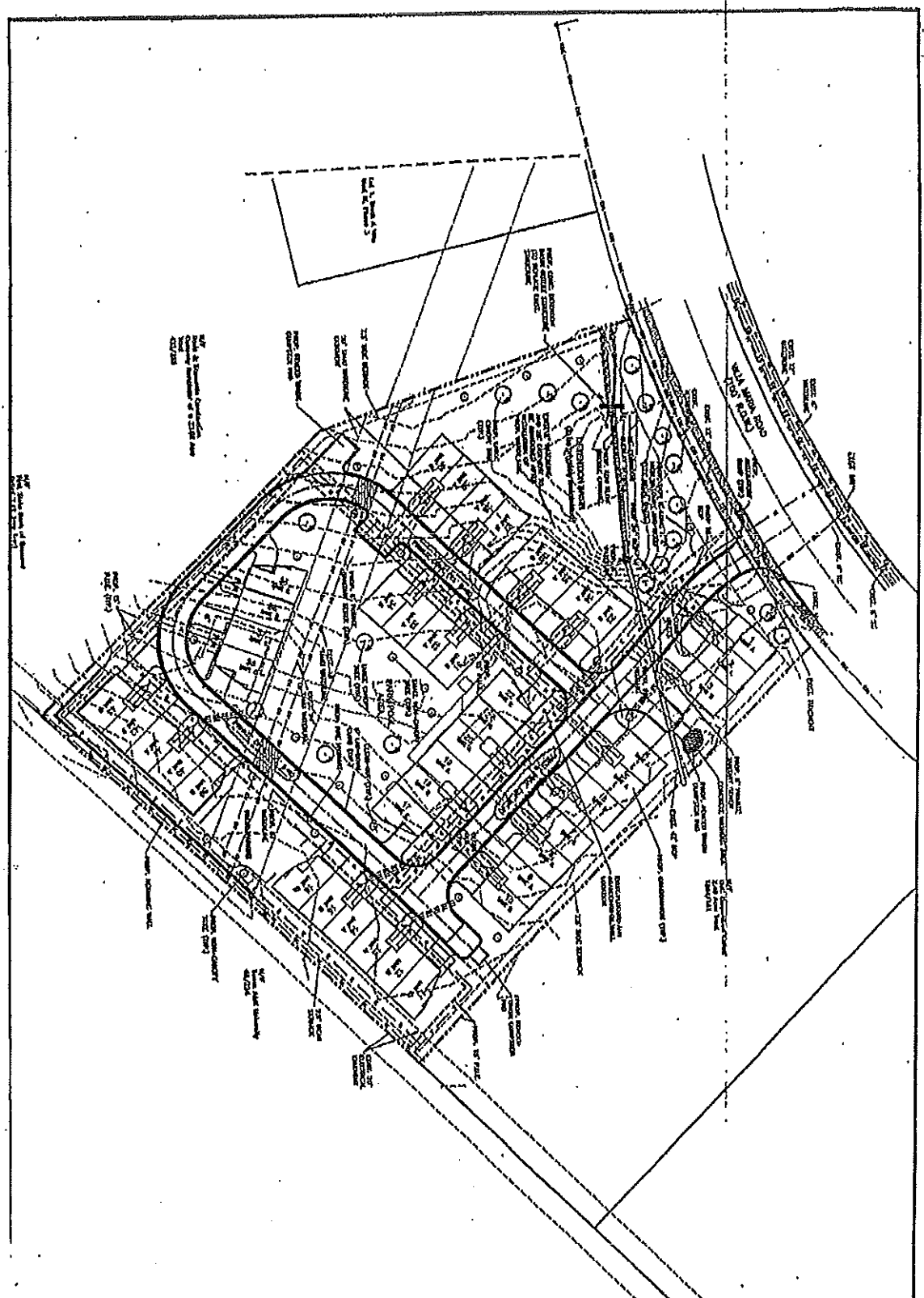
Exhibit "A"

(The description of the Project, Plats and Plans follow this page.)

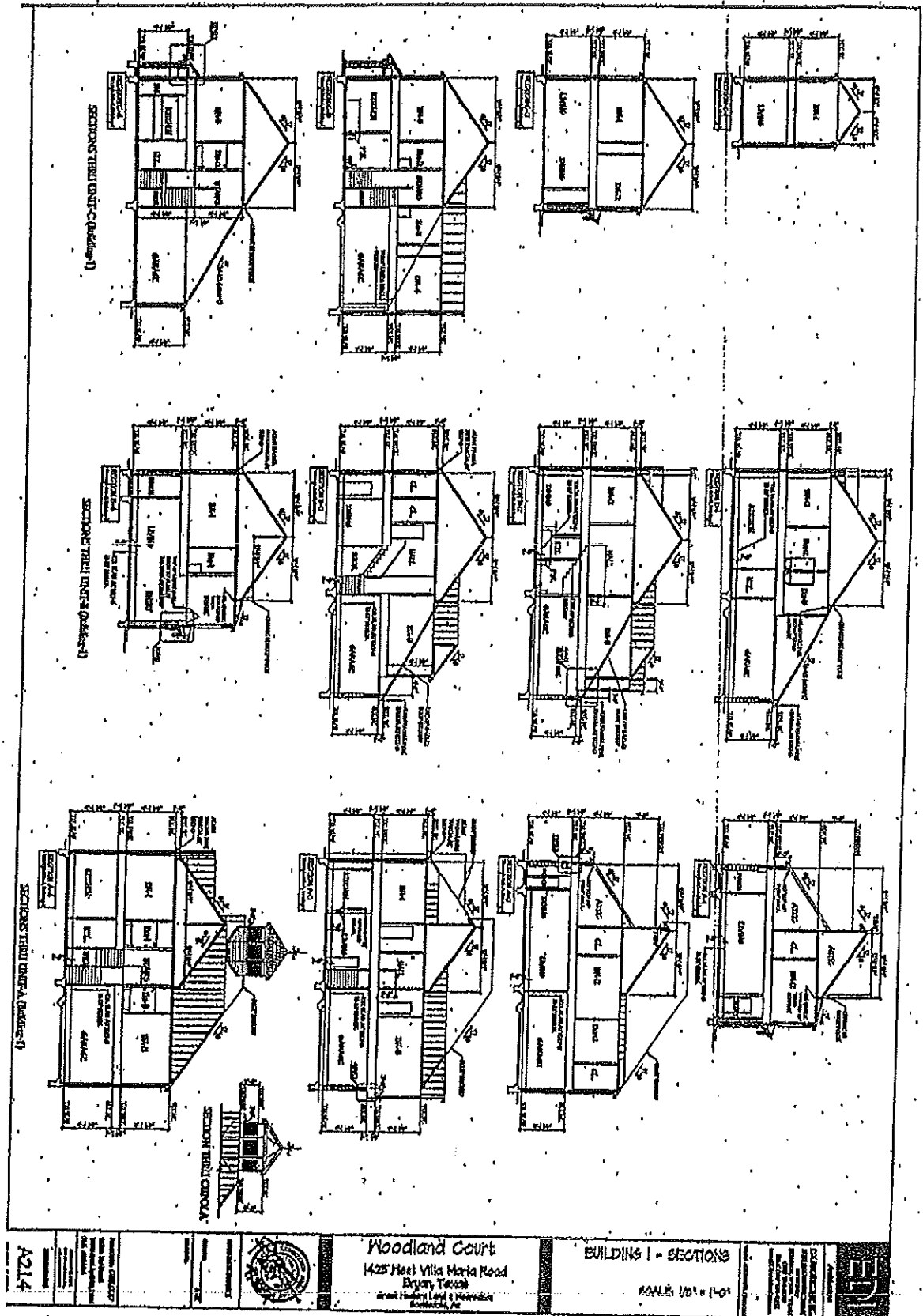
Property, Plat and Plans

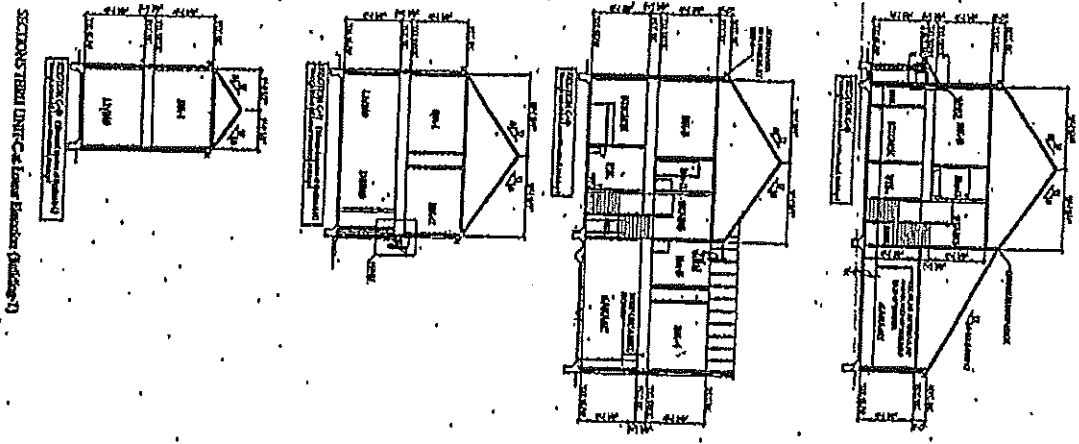
Lot One (1), Block One (1), Hodges Addition, City of Bryan, according to plat thereof recorded in Volume 2412, Page 1 of the Official Records of Brazos County, Texas.





	<p>WOODLAND COURT          CONDOMINIUM DEVELOPMENT          BRYAN, TEXAS</p>	<p>DRAWING STATUS</p>	
		<p>DATE: 12/1/81</p>	<p>BY: [Signature]</p>





SECTION 1 - BUILDING 1 - Lower Portion (Building 1)



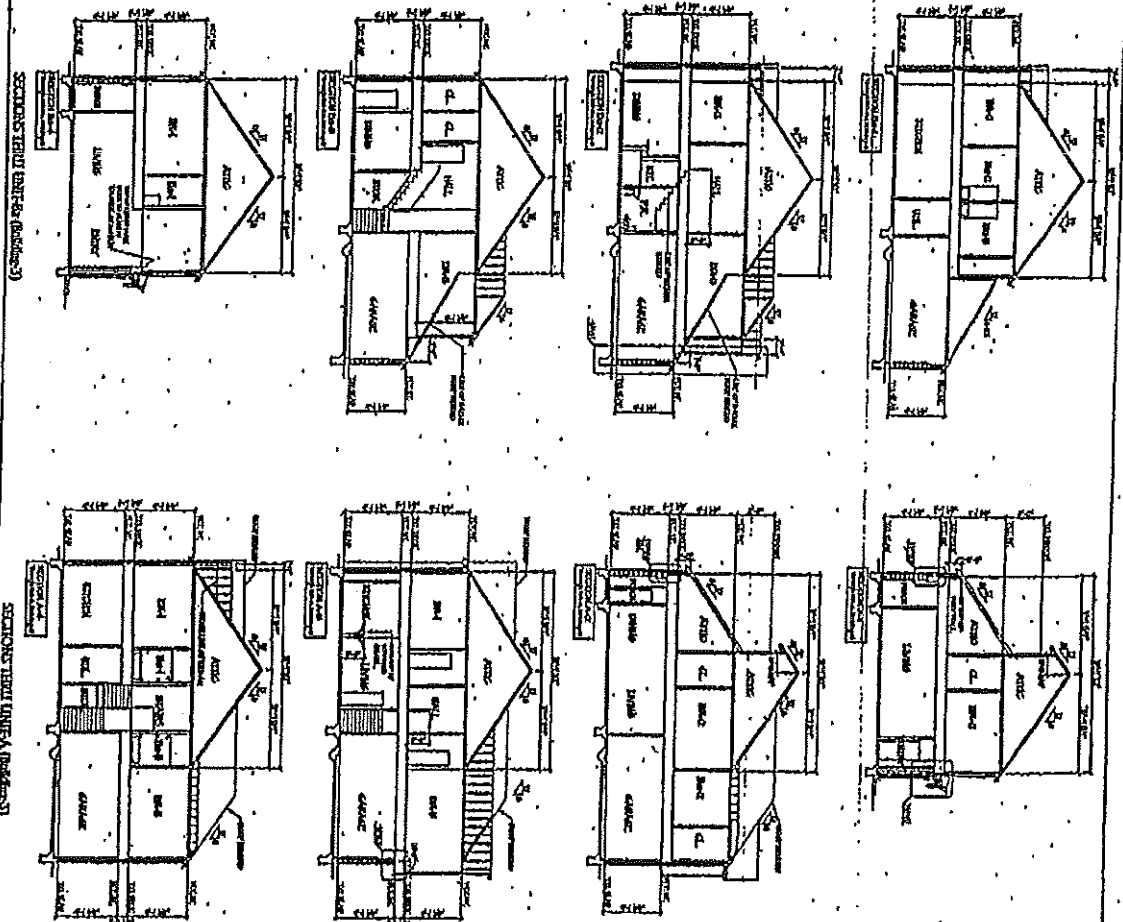
**Woodland Court**  
1428 West Villa Maria Road  
Bryon, Texas  
Grand National Land & Construction  
Bryon, Texas

**BUILDING 1 - SECTIONS**

SCALE (1/8" = 1'-0")

**A215**





BUILDING 3 - SECTIONS

<p>A234</p>	<p>WOODLAND COURT 1400 West Villa Maria Road Brentwood, Tennessee © 1988 Woodland Court &amp; Properties Brentwood, TN</p>		<p>WOODLAND COURT 1400 West Villa Maria Road Brentwood, Tennessee © 1988 Woodland Court &amp; Properties Brentwood, TN</p>	<p>BUILDING 3 - SECTIONS</p>	<p>SCALE 1/8" = 1'-0"</p>	
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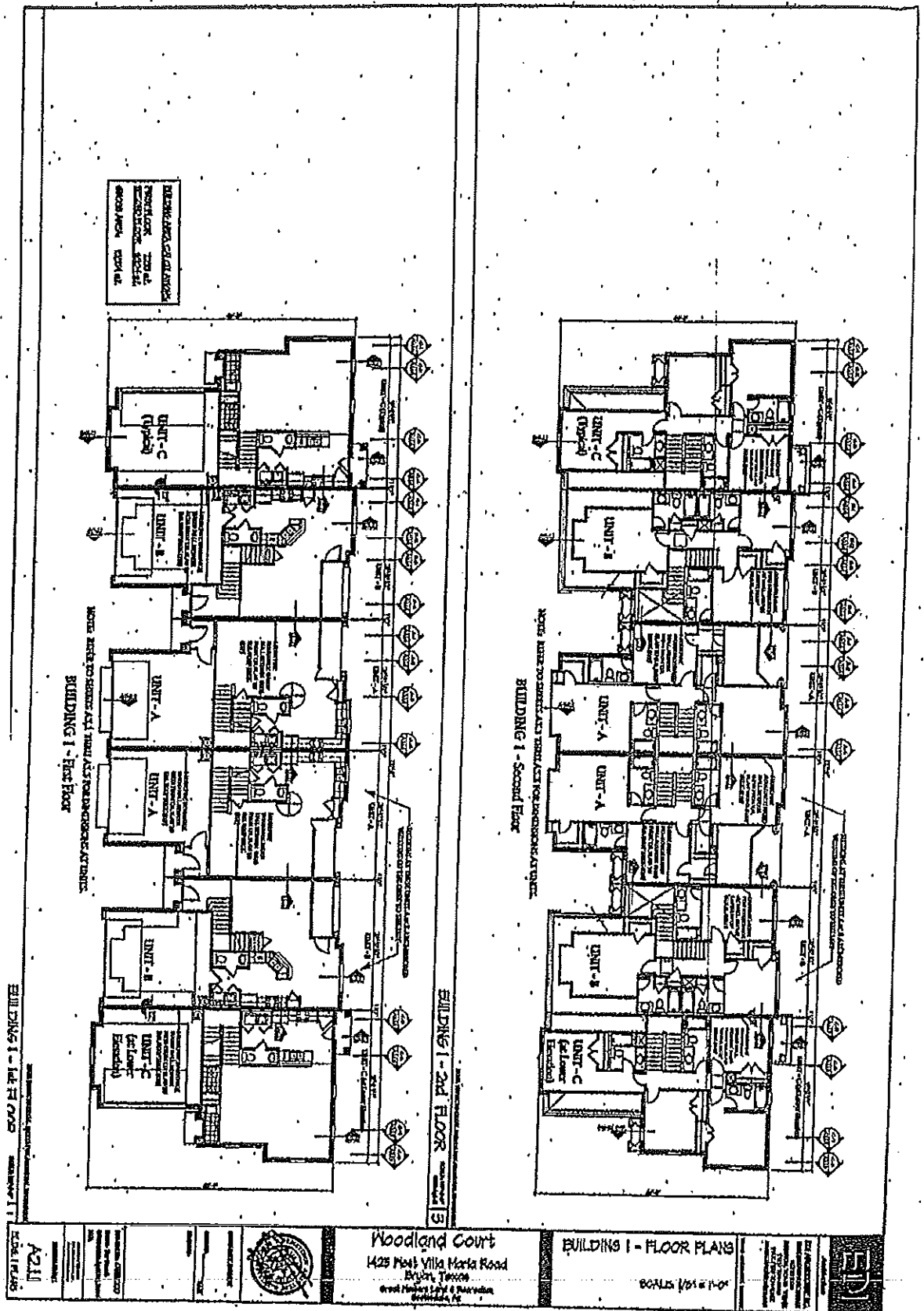


Exhibit "B"

(The Articles of Incorporation follow this page.)

**ARTICLES OF INCORPORATION OF  
ASSOCIATION OF WOODLAND COURT HOMEOWNERS, INC.**

**Corporate Name**

1. The name of the corporation is Association of Woodland Court Homeowners, Inc., referred to as the "Association".

**Legal Status**

2. The Association is a nonprofit corporation organized pursuant to the Texas Non-Profit Corporation Act.

**Duration**

3. The period of the duration of the Association is perpetual.

**Purposes**

4. The purposes for which the Association is formed are the following:
- a. Specifically and primarily to provide an organization consisting of the owners of that certain condominium project located in Brazos County, State of Texas, and more particularly described in the Declaration recorded in the Office of the County Clerk of Brazos County, State of Texas, on \_\_\_\_\_, 2004, in the Condominium Records, Book No. \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ (the "Condominium Project"), to provide for the management, maintenance, preservation, and architectural control of the Condominium Project.
  - b. Generally:
    - i. To promote the health, safety, and welfare of the owners of the Condominium Project.
    - ii. To exercise all of the powers and privileges and to perform all of the duties and obligations of the [Association or Council] as set forth in the Declaration and Bylaws of said Association (the "Declaration" and "Bylaws," respectively).
    - iii. To fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses in connection with such charges or assessments, all office expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
    - iv. To acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real or personal property in connection with the affairs of the Association.
    - v. To borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.
    - vi. To have and to exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or at a later time have or exercise.
    - vii. To act in the capacity of principal, agent, joint venturer, partner, or otherwise



- c. Notwithstanding any of the above statements of purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

**Initial Registered Office and Agent**

5. The street address of the initial registered office of the Association is \_\_\_\_\_, and the name of its initial registered agent at such address is \_\_\_\_\_.

**Board of Directors**

6. The affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board is three (3). The number of Directors may be changed by amendment of the Bylaws of the Association, provided, however, that the number of Directors may never be less than three (3).

The names and addresses of the persons who are to serve as the initial Directors are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

**Incorporators**

7. The names and street addresses of the incorporators of this Association are as follows:

Name	Address
Gerry M. Brown.	1515 Emerald Plaza, College Station, TX 77875

IN WITNESS WHEREOF, we have set our hands, on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Gerry M. Brown, Incorporator

STATE OF TEXAS.

COUNTY OF BRAZOS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Gerry M. Brown, Incorporator, who, each of them being by me duly sworn on oath deposed and each said that he or she has read the above Articles of Incorporation and that every statement contained in the Articles of Incorporation is within his or her personal knowledge and is true and correct.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit "C"

(The Bylaws follow this page.)

**BYLAWS OF  
ASSOCIATION OF WOODLAND COURT HOMEOWNERS, INC.**

**ARTICLE I  
DEFINITIONS**

**Project Defined**

1.01. Project shall mean all of the real property located in the City of Bryan, County of Brazos, State of Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described as follows:

Lot One (1), Block One (1), Hodges Addition, City of Bryan, according to plat thereof recorded in Volume 2412, page 1 of the Official Records of Brazos County, Texas, including all of Grantor's water rights and mineral rights thereto and all the appurtenances thereon or thereunto belonging or appertaining, and all right, title and interest of Grantor in and to any and all roads, easements, streets and ways affecting or bounding said property.

**Declaration Defined**

1.02. Declaration shall mean the Declaration applicable to the Project and filed in the Office of the County Clerk of Brazos, State of Texas, on \_\_\_\_\_, 2004, in the Condominium Records, Book No. \_\_\_\_\_ at Pages \_\_\_\_\_ through \_\_\_\_\_ including any amendments to the Declaration as may be made from time to time in accordance with the terms of the governing statute.

**Other Terms Defined**

1.03. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2  
APPLICABILITY OF BYLAWS**

**Corporation**

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Association of Woodland Court Homeowners, Inc., referred to as the "Association".

**Project Applicability**

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01 of these Bylaws.

**Personal Application**

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Project, or the act of occupancy of any of the Units, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

### **ARTICLE 3 OFFICES**

#### **Principal Office**

3.01. The principal office of the Association shall be located in the City of Bryan, County of Brazos, State of Texas.

#### **Registered Office and Registered Agent**

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

### **ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP**

#### **Membership**

4.01. The membership of the Association shall consist of all of the Owners of the Units within the Project.

#### **Proof of Membership**

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

#### **No Additional Qualifications**

4.03. The sole qualification for membership shall be the ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

#### **Certificates of Membership**

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

## ARTICLE 5 VOTING RIGHTS

### Voting

5.01. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in the Declaration. If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

### Proxies

5.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Unit or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

### Quorum

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 25 percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Governing Instruments. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

### Required Vote

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

### Cumulative Voting

5.05. Cumulative voting is not permitted.

## ARTICLE 6 MEETINGS OF MEMBERS

### Annual Meetings

6.01. The annual meeting of the Members of the Association shall be held on the second Tuesday of May of each succeeding calendar year at the hour of 6:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday or a Saturday or Sunday.

### Special Meetings

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least twenty (20) percent of the total voting power of the Association.

### Place

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing.

### Notice of Meetings

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

### Order of Business

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or Waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

### Action Without Meeting

6.06. Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

## ARTICLE 7 BOARD OF DIRECTORS

### Declarant's Control Period

7.01. The Declarant shall control the Board of Directors pursuant to the terms set forth in the Declaration during the Declarant's Control Period.

### Number

7.02. The affairs of this Association shall be managed by a Board of Directors consisting of three persons, all of whom must be Members of the Association.

### Bylaws

P:\Gentry\Great Western - Condo Declaration 10104\Bylaws.wpd

### Term

7.03. At the first meeting of the Association, the Members shall elect the Initial Directors who shall hold office until the first annual election of Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

### Removal

7.04. Directors may be removed from office without cause by a majority vote of the Members of the Association.

### Vacancies

7.05. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

### Compensation

7.06. With the prior approval of a majority of the voting power of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

### Powers and Duties

7.07. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments of the Project.

## ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS

### Nomination

8.01. Nomination for election to the Board of Directors shall be made from the Floor at the annual meeting of the Members.

### Election

8.02. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.



**ARTICLE 9  
MEETINGS OF DIRECTORS  
Regular Meetings**

9.01. Regular meetings of the Board of Directors shall be held monthly at a place within the Project and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements.

**Special Meetings**

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by, the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by telegram to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Project not less than three (3) days prior to the date of the meeting.

**Quorum**

9.03. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws or fifty-one percent (51%) of the votes on the board.

**Voting Requirement**

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

**Open Meetings**

9.05. Regular and special meetings of the Board shall be open to all Members of Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

**Executive Session**

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

## ARTICLE 10 OFFICERS

### Enumeration of Officers

10.01. The Officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

### Term

10.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

### Resignation and Removal

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

### Multiple Offices

10.04. Any two or more offices may be held by the same person, except the offices of President, Treasurer and Secretary.

### Compensation

10.05. Officers shall receive such compensation for services rendered to the Association as determined by the Board of Directors and approved by a majority of the voting power of the Association.

## ARTICLE 11 PRESIDENT

### Election

11.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

### Duties

11.02. The President shall perform the following duties:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.

(c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three days.

(d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

(e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

## ARTICLE 12 VICE-PRESIDENT

### Election

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

### Duties

12.02. The Vice-President shall perform the following duties:

(a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.

(b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

## ARTICLE 13 SECRETARY

### Election

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

### Duties

13.02. The Secretary shall perform the following duties:

(a) Keep a record of all meetings and proceedings of the Board and of the Members.

(b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.

(c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.

(d) Keep appropriate current records showing the Members of the Association together with their addresses.

(e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

(f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

#### ARTICLE 14 TREASURER

##### Election

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

##### Duties

14.02. The Treasurer shall perform the following duties:

(a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.

(b) Be responsible for and supervise the maintenance of books and records to account for the Association funds and other Association assets.

(c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.

(d) Prepare and distribute the financial statements for the Association required by the Declaration.

#### ARTICLE 15 BOOKS AND RECORDS

##### Maintenance

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

##### Inspection

15.02. The Governing Instruments of the Project, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 16  
GENERAL PROVISIONS**

**Amendment of Bylaws**

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**Attestation**

16.02: Adopted by the Board of Directors on \_\_\_\_\_, 2004.

**Attest**

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

Exhibit "D"

(The Percent Interest Chart follows this page.)

Percent Interest Chart

Unit No. On Plans

Percent Interest

1	2.326%
2	2.326%
3	2.326%
4	2.326%
5	2.326%
6	2.326%
7	2.326%
8	2.326%
9	2.326%
10	2.326%
11	2.326%
12	2.326%
13	2.326%
14	2.326%
15	2.326%
16	2.326%
17	2.326%
18	2.326%
19	2.326%
20	2.326%
21	2.326%
22	2.326%
23	2.326%
24	2.326%
25	2.326%
26	2.326%
27	2.326%
28	2.326%
29	2.326%
30	2.326%
31	2.326%
32	2.326%
33	2.326%
34	2.326%
35	2.326%
36	2.326%
37	2.326%
38	2.326%
39	2.326%
40	2.326%
41	2.326%
42	2.326%
43	2.326%

Exhibit "E"

(The Encumbrances follow this page.)



Encumbrances

1. 26' Building line on the northwest side; 5' Building line and 7.5' Building line on the northeast, southeast, and southwest sides; 2 electric lines from the southeast side to the Utility poles on the interior of the lot; as shown on plat recorded in Volume 2412, Page 1 of the Official Records of Brazos County, Texas; as shown on Right-of-Way plat recorded in Volume 346, Page 79 of the Deed Records of Brazos County, Texas; as shown on survey prepared on October 2, 2003, under the supervision of Brad Kerr, R. P. L. S. #4502.
2. 60' Water Line Easement from Mary Knowles Beckwith, et vir, to Agricultural and Mechanical College of Texas, dated July 5, 1950, recorded in Volume 146, Page 177 of the Deed Records of Brazos County, Texas.
3. 20' Electrical Easement from M. J. Scamardo, et al, to City of Bryan, dated December 21, 1983, recorded in Volume 645, Page 318 of the Official Records of Brazos County, Texas.
4. 20' Waterline Easement from Larry B. Hodges to City of Bryan, dated September 30, 1998, recorded in Volume 2898, Page 27 of the Official Records of Brazos County, Texas.
5. Royalty Reservation in Deed from The Braver Corporation to A.B. Syptak, Jr., Trustee, dated September 14, 1978, recorded in Volume 408, Page 793 of the Deed Records of Brazos County, Texas.
6. Oil and Gas Lease, and all terms, conditions, and stipulations therein from Lessor, Galco Engineering, Ltd. to Lessee, Getty Oil Co., dated October 21, 1977, recorded in Volume 28, Page 744 of the Oil and Gas Lease Records of Brazos County, Texas.
7. Royalty Reservation in Deed by Donald V. Jensen, Trustee to Davis and Scamardo Construction Co., Inc., dated August 30, 1983, recorded in Volume 600, Page 572 of the Official Records of Brazos County, Texas.
8. Mineral Reservation in Deed by Shabeer Jaffar to Lawrence B. Hodges, Jr., dated May 25, 1995, recorded in Volume 2377, Page 223 of the Official Records of Brazos County, Texas.

Filed for Record in:  
BRAZOS COUNTY

On: Jan 15, 2004 at 04:51P

As 2  
NO LABEL RETURNING

Document Number: 00008917

Page: 55.00

Receipt Number - 244725

By:  
Cynthia Rincon

NOTE IF THIS  
I hereby certify that this instrument was  
filed on the date and time stamped herein by me  
and was duly recorded in the volume and page  
of the record records of:  
BRAZOS COUNTY  
as stamped herein by me.

Jun 15, 2004

RECORDED BY: JENNIFER WALKER, CLERK  
BRAZOS COUNTY

**THIRD AMENDMENT  
TO  
DECLARATION  
WOODLAND COURT CONDOMINIUM**

This Third Amendment to the Declaration of Woodland Court Condominium (the "Amendment") is made on the 16th day of September, 2005, at College Station, Texas, by Villa Marla, L.L.C., a Texas limited liability company, whose mailing address is 7373 North Scottsdale Road, Suite C-140, Scottsdale, Arizona 85253.

WHEREAS, Villa Marla, L.L.C., a Texas limited liability company, (the "Declarant"), filed that certain Condominium Declaration for Woodland Court Condominium on June 7, 2004 (the "Declaration") recorded in Volume 6110, Page 114 - 157, Official Records, Brazos County, Texas; and

WHEREAS, as of the date of this Amendment, the Woodland Court Condominium Project (the "Project") has made application, but has not received approval for Fannie Mae lending pursuant to Fannie Mae condominium project approval and eligibility guidelines; and

WHEREAS, Section 82.067 (f) of the Texas Property Code provides that "If permitted by the declaration, the board or the declarant, if the declarant owns a unit that has never been occupied, may without a vote of the unit owners or approval of the association amend the declaration in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veteran's Administration; and

WHEREAS, the Declarant desires to amend the Declaration, to make it compliant with Fannie Mae condominium project approval and eligibility guidelines in order to allow future owners to obtain Fannie Mae lending.

NOW THEREFORE, the Declarant makes the following amendments to the Declaration.

Article 8 (b) (Page 14) of the aforesaid Declaration dated June 7, 2004 is hereby revised by revoking Article 8 (b) thereof and substituting the following language in its place:

*(b) A beneficiary under a first deed of trust (also referred to herein as a "mortgagee") and guarantor of the mortgage on any Unit in the Project shall have the right to timely written notice of the following:*

*(i) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its mortgage;*

*(ii) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;*

*(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and*

*(iv) Any proposed action that requires the consent of a specified percentage of mortgagees.*

Article 8 (c) (Page 14) of the aforesaid Declaration dated June 7, 2004 is hereby revised by revoking Article 8 (c) thereof and substituting the following language in its place:

*(c) Any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.*

Article 9.01 (Page 15) of the aforesaid Declaration dated June 7, 2004 is hereby revised by revoking Article 9.01 thereof and substituting the following language in its place:

#### **Amendment**

*9.01. (a) This declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the ownership interests in the Project.*

*(b) Any amendment of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51 percent of the votes (based on one vote for each first deed of trust owned) of Units that are subject to mortgages.*

*(c) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes (based on one vote for each deed of trust owned) of Units that are subject to mortgages.*

*(d) Implied approval may be assumed when an eligible mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.*

*(e) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.*

*(f) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Brazos County, Texas.*

With the sole exception of the amendments described in this First Amendment to Declaration of Woodland Court Condominium, Declarant does hereby ratify and affirm the Declaration in all respects; and

Jay Torok and Ramon Garcia, being all of the Managers of the Declarant, have approved this Amendment to the Declaration and said approval has been conducted in accordance with the terms of Article 9.01 of the Declaration. This amendment has received the approval of at least sixty seven percent (67%) of the ownership interests in the Project.

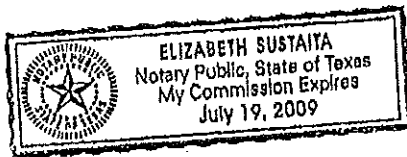
DECLARANT'S SIGNATURE

VILLA MARIA, L.L.C., a Texas limited liability company

By: Ramon Garcia  
Its: Authorized Manager

STATE OF Texas  
COUNTY OF Harris

This instrument was acknowledged before me on Sept. 16, 2005 by  
RAMON GARCIA, Authorized Manager of VILLA MARIA, L.L.C.



Elizabeth Sustaita  
Notary Public, State of TEXAS

**BYLAWS OF  
ASSOCIATION OF WOODLAND COURT HOMEOWNERS, INC.**

**ARTICLE I  
DEFINITIONS**

**Project Defined**

1.01. Project shall mean all of the real property located in the City of Bryan, County of Brazos, State of Texas, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, more particularly described as follows:

Lot One (1), Block One (1), Hodges Addition, City of Bryan, according to plat thereof recorded in Volume 2412, page 1 of the Official Records of Brazos County, Texas, including all of Grantor's water rights and mineral rights thereto and all the appurtenances thereon or thereunto belonging or appertaining, and all right, title and interest of Grantor in and to any and all roads, easements, streets and ways affecting or bounding said property.

**Declaration Defined**

1.02. Declaration shall mean the Declaration applicable to the Project and filed in the Office of the County Clerk of Brazos, State of Texas, on June 15, 2004, in the Condominium Records, Book No. OR, Volume 6110, at Pages 114 through 157 including any amendments to the Declaration as may be made from time to time in accordance with the terms of the governing statute.

**Other Terms Defined**

1.03. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

**ARTICLE 2  
APPLICABILITY OF BYLAWS**

**Corporation**

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as Association of Woodland Court Homeowners, Inc., referred to as the "Association".

**Project Applicability**

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01 of these Bylaws.

**Personal Application**

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Project, or the act of occupancy of any of the Units, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

## **ARTICLE 3 OFFICES**

### **Principal Office**

3.01. The principal office of the Association shall be located in the City of Bryan, County of Brazos, State of Texas.

### **Registered Office and Registered Agent**

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office shall be identical with the registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

## **ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP**

### **Membership**

4.01. The membership of the Association shall consist of all of the Owners of the Units within the Project.

### **Proof of Membership**

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of an Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

### **No Additional Qualifications**

4.03. The sole qualification for membership shall be the ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

### **Certificates of Membership**

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

## **ARTICLE 5 VOTING RIGHTS**

### **Voting**

5.01. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in the Declaration. If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

### **Proxies**

5.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Unit or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

### **Quorum**

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 25 percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Governing Instruments. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

### **Required Vote**

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of Members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

### **Cumulative Voting**

5.05. Cumulative voting is not permitted.

## **ARTICLE 6 MEETINGS OF MEMBERS**

### **Annual Meetings**

6.01. The annual meeting of the Members of the Association shall be held on the second Tuesday of May of each succeeding calendar year at the hour of 8:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday or a Saturday or Sunday.

### **Special Meetings**

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least twenty (20) percent of the total voting power of the Association.

### **Place**

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing.

### **Notice of Meetings**

6.04. Written notice of all Members' meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

### **Order of Business**

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

### **Action Without Meeting**

6.06. Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members and filed with the Secretary of the Association.

## **ARTICLE 7 BOARD OF DIRECTORS**

### **Declarant's Control Period**

7.01. The Declarant shall control the Board of Directors pursuant to the terms set forth in the Declaration during the Declarant's Control Period.

### **Number**

7.02. The affairs of this Association shall be managed by a Board of Directors consisting of three persons, all of whom must be Members of the Association.



### **Term**

7.03. At the first meeting of the Association, the Members shall elect the initial Directors who shall hold office until the first annual election of Directors by the Members. After the first meeting of the Association, Directors shall be elected at the annual meeting of the Members and shall hold office for a term of one (1) year and until their successors are elected and qualified.

### **Removal**

7.04. Directors may be removed from office without cause by a majority vote of the Members of the Association.

### **Vacancies**

7.05. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

### **Compensation**

7.06. With the prior approval of a majority of the voting power of the Association, a Director may receive compensation in a reasonable amount for services rendered to the Association. A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

### **Powers and Duties**

7.07. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments of the Project.

## **ARTICLE 8 NOMINATION AND ELECTION OF DIRECTORS**

### **Nomination**

8.01. Nomination for election to the Board of Directors shall be made from the Floor at the annual meeting of the Members.

### **Election**

8.02. Directors are elected at the annual meeting of Members of the Association, Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

**ARTICLE 9**  
**MEETINGS OF DIRECTORS**  
**Regular Meetings**

9.01. Regular meetings of the Board of Directors shall be held monthly at a place within the Project and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements.

**Special Meetings**

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by, the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by telegram to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Project not less than three (3) days prior to the date of the meeting.

**Quorum**

9.03. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws or fifty-one percent (51%) of the votes on the board.

**Voting Requirement**

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

**Open Meetings**

9.05. Regular and special meetings of the Board shall be open to all Members of Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

**Executive Session**

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

## **ARTICLE 10 OFFICERS**

### **Enumeration of Officers**

10.01. The Officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

### **Term**

10.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

### **Resignation and Removal**

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

### **Multiple Offices**

10.04. Any two or more offices may be held by the same person, except the offices of President, Treasurer and Secretary.

### **Compensation**

10.05. Officers shall receive such compensation for services rendered to the Association as determined by the Board of Directors and approved by a majority of the voting power of the Association.

## **ARTICLE 11 PRESIDENT**

### **Election**

11.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

### **Duties**

11.02. The President shall perform the following duties;

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.

(c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three days.

(d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

(e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

## **ARTICLE 12 VICE-PRESIDENT**

### **Election**

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of its Members to act as Vice-President.

### **Duties**

12.02. The Vice-President shall perform the following duties:

(a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.

(b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

## **ARTICLE 13 SECRETARY**

### **Election**

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

### **Duties**

13.02. The Secretary shall perform the following duties:

(a) Keep a record of all meetings and proceedings of the Board and of the Members.

(b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.

(c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.

(d) Keep appropriate current records showing the Members of the Association together with their addresses.

(e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

(f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

## **ARTICLE 14 TREASURER**

### **Election**

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

### **Duties**

14.02. The Treasurer shall perform the following duties:

(a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.

(b) Be responsible for and supervise the maintenance of books and records to account for the Association funds and other Association assets.

(c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.

(d) Prepare and distribute the financial statements for the Association required by the Declaration.

## **ARTICLE 15 BOOKS AND RECORDS**

### **Maintenance**

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

### **Inspection**

15.02. The Governing Instruments of the Project, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

**ARTICLE 16.  
GENERAL PROVISIONS**

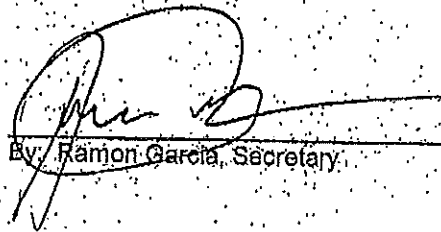
**Amendment of Bylaws**

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of a quorum of the Association. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**Attestation**

16.02. Adopted by the Board of Directors on October 29, 2004.

**Attest**

  
By: Ramon Garcia, Secretary