

# **ByLaws**

BYLAWS

354I

OF

THE WOODS HOMEOWNERS' ASSOCIATION, INC.  
(A Non-Profit Corporation)

ARTICLE 1

GENERAL

Section 1. Name. The name of the organization shall be the Woods Homeowners' Association, Inc.

Section 2. Applicability. These Bylaws provide for the self-government of (a) The Woods, Section 1, a subdivision in the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 239-240 Plat Records, Williamson County, Texas (hereinafter referred to as the plat), (b) the Common Areas therein as described on Exhibit "A" attached hereto and incorporated by this reference for all purposes, and (c) the land described on Exhibit "B" attached hereto and incorporated by this reference herein for all pupposes, which, if, as and when developed by Nash Phillips/Copus, Inc., shall be subject to the terms hereof.

Section 3. Compliance. Pursuant to the Declaration of Covenants, Conditions & Restrictions (the "Declaration") for the Woods, Section 1, all present and future Lot Owners as well as their tenants, agents, patrons, employees, invitees, guests and any other person that might use Project facilities shall comply with these Bylaws. The mere acquisition or rental of any of the Lots in the Project or the mere act of use or occupancy will signify that these Bylaws are accepted, ratified and will be strictly followed.

ARTICLE 2

CORPORATE OFFICE

Section 1. Principal Office. The principal office of the Association shall be at 7020 Highway 290 East, Austin, Texas 78723 unless otherwise determined by the Board of Directors (sometimes hereinafter referred to as the "Board").

Section 2. Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

Section 3. Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such 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 Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 3

MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of voting membership, and the classes shall be designated as Class A and Class B.

Section 2. Composition of Membership. All of the Owners of Lots contained within the boundaries of The Woods, Section 1, and the Owners of lots on land described on Exhibit "B" attached hereto and incorporated by this reference hereof for all purposes, or any part thereof, if, as and when developed with paved streets accepted by appropriate governmental authorities and once the property, or any portion thereof is served with utilities by Nash Phillips/Copus, Inc., as provided in the Declaration of Covenants, Conditions and Restrictions for The Woods of even date herewith, acting as a group in accordance with the Declaration and these Bylaws, shall constitute the "Association", who shall have the responsibility for administering the Common Area property, establishing the means and methods of collecting the assessments, arranging for the management of the Association, and performing all of the other acts that may be required to be performed by the Association and by the Declaration. Except as to those matters which the Declaration specifically requires to be performed by the vote of the Lot Owners or by their First Mortgagees, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 5 hereof. Every person who is a record Owner of any Lot shall automatically become a "Member" of this Association and be subject to these Bylaws. Every entity or multiple owners of any Lot shall automatically become a Member of this Association and be subject to these Bylaws. Membership will cease, without any formal Association action, whenever such Member ceases to own a Lot in the Subdivision. It is understood that the Exhibit "B" land may be developed in phases or sections, and upon the completion of each such development by Nash Phillips/Copus, Inc. as to an individual section or phase,

such section or phase shall automatically become bound hereby and the lot owners thereof shall become Members hereof.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

3.1 Class A. Class A Members shall be all Lot Owners with the exception of the Nash Phillips/Copus, Inc., a Texas corporation. The Owner or Owners of each Lot shall be entitled to vote in the Association on the basis of one (1) vote for each Lot owned. Where there is more than one record Owner of a Lot ("Co-owners"), all of those Co-owners shall be Members and may attend any meeting of the Association, but only one of those Co-owners shall be entitled to exercise the vote to which the Lot is entitled. Co-owners owning the majority interests in a Lot shall from time to time designate in writing one of their number to vote. Fractional votes among the Co-owners owning a single Lot shall not be allowed. Where no voting Co-owner is designated or if the designation has been revoked, the vote for the Lot shall be exercised as the Co-owners owning majority interests in the Lot mutually agree. No votes shall be cast for any Lot if the majority of the Co-owners present in person or by proxy and representing such Lot cannot agree to said vote. The non-voting Co-owner or Co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Lot and shall be entitled to all other benefits of ownership. All corporate Owners must deliver to the Board of Directors a resolution of the Board of Directors of the corporate Owner executed by an officer of such corporate Owner designating an agent to vote for such corporate Owner on Association matters. Any other Owner (except for an Owner who is a natural person) must deliver to the Board of Directors such documents as the Board of Directors may reasonably require to evidence the designation of an agent to vote for such Owner on Association matters. All agreements and determinations lawfully made by the Association in accordance with the voting allocations established herein or in the Declaration affecting the Property, shall be binding on all Owners, their heirs, administrators, successors and assigns.

3.2 Class B. The Class B Member(s) shall be Nash Phillips/Copus, Inc., its successors and assigns, and shall be entitled to three (3) votes for each Lot owned.

Provided, however, the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

3.2.1 the land described on Exhibit "B", attached hereto and incorporated by reference herein for all purposes, has been platted, developed with paved streets accepted by the appropriate governmental authorities and served by utilities as provided in the Declaration of Covenants, Conditions and Restrictions for the Woods of even date herewith.

3.2.2 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

3.2.3 five years from the filing of the Declaration in the Deed Records of Williamson County, Texas.

Section 4. Votes Required for Passage. At a meeting at which a quorum is present, the vote of the Members holding a majority of the votes represented in person or by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Articles of Incorporation, the Declaration or these Bylaws. The Members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 5. Proxy. A Member may vote either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy shall be revocable unless expressly made irrevocable on its face and unless otherwise made irrevocable by law; provided, however, notwithstanding the foregoing, every proxy shall be revocable and shall automatically terminate upon conveyance by a Member of his Lot. Each proxy shall be filed with the Secretary prior to or at commencement of the meeting.

Section 6. No Cumulative Voting. At each election for directors, each Class A Member entitled to vote shall have the right to vote, in person or by proxy, one vote for each Lot owned for each director to be elected and each Class B Member shall have three (3) such votes for each lot owned by it. Cumulative voting shall not be permitted.

Section 7. Voting Method. Voting on any question or in any election may be by voice vote or show of hands, unless the presiding officer shall order, or any Member shall

demand, that voting be by written secret ballot.

ARTICLE 4

MEETINGS OF MEMBERS

Section 1. Meeting Date. The first annual meeting of the Members, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held within one year from the date of incorporation of the Association, and subsequent annual meetings of the Members shall be held within one hundred twenty (120) days after the end of the fiscal year of the Association at such hour as shall be determined and stated in the notice of said meeting, if such day is not a Sunday or legal holiday in said state; if such day falls on a Sunday or legal holiday in said state, then such annual meeting shall be held on the first business day following which is not a legal holiday in said state.

Section 2. Meeting Place. All meetings of the Members shall be held at the principal office of the Association or at such other place, within the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 3. Failure to Hold Annual Meeting. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the Board of Directors fails to call the annual meeting at the designated time, any Member may make demand that such meeting be held within a reasonable time. Such demand shall be made in writing by certified mail directed to any officer of the Association. The annual meeting shall thereafter be called within sixty (60) days following such demand.

Section 4. Special Meetings. Special meetings of the Members for any purpose or purposes may be called by the President, the Board of Directors, or the holders of not less than one-tenth (1/10) of all the votes entitled to vote at the meetings. No business other than that specified in the notice of meeting shall be transacted at a special meeting.

Section 5. Notice of Meetings.

5.1 Written Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered at least fifteen (15) days before the date of the meeting, either personally or by mail, by

or at the direction of the President, the Secretary or the officer or person or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the membership rolls of the Association, with postage thereon prepaid.

5.2 Waiver. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 6. Informal Action By Members. Any action required by law to be taken at a meeting of the Members of the Association, or any action which 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 entitled to vote with respect to the subject thereof. Such consent shall have the same force and effect as a unanimous vote of Members and may be stated as such in any articles or documents filed with the Secretary of State.

Section 7. Quorum. The Members holding thirty-three (33) of the votes entitled to be cast at a meeting of the Members, represented in person or by proxy, as such votes are allocated pursuant to the provisions of these By-Laws and the Declaration, shall constitute a quorum at a meeting of the Members. If a quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote, represented in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented. At such adjourned meeting at which a quorum is present or represented any business may be transacted which might have been transacted at the original meeting.

Section 8. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Reports of Officers and Board of Directors;
- (e) Report of Management Agent, if any, and if present
- (f) Report of Committees, if any;

- (g) Election of Members of the Board of Directors (when so required;
- (h) Unfinished Business;
- (i) New Business;
- (j) Consideration of adequacy of reserves; and
- (k) Adjournment.

Section 9. Conduct of Meeting. The President shall preside over all meetings of the Members and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Association such resolutions that are adopted by the Members as well as a record of all transactions occurring thereat. Roberts Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

## ARTICLE 5

### DIRECTORS

Section 1. Management. The business and affairs of the Association shall be managed by the Board of Directors.

Section 2. Number of Directors. The number of directors as of the date of the institution of these Bylaws shall be three (3). Thereafter, the number of directors may be increased or decreased, from time to time by amendment of these Bylaws upon a two-thirds (2/3) vote of the Members at the annual meeting or at a special meeting called for that purpose; provided, however the number of directors shall not be decreased to less than three (3). No decrease shall have the effect of shortening the term of any incumbent director. A director need not be an officer, director or designee of Nash Phillips/Copus, Inc., and need not be a Lot Owner, a mortgagee of Lots or a resident of the State of Texas.

Section 3. Election and Term of Office. At the first annual meeting of the Association, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years and the term of office of one member of the Board of Directors shall be fixed at one year. The first Board of Directors shall be elected simultaneously with one ballot or election. The person receiving the highest number of votes shall be elected for a three-year term. The person receiving the next (second) highest number of votes shall be elected for a two-year term. The person receiving the next (third) highest number of votes shall be elected for the one-year term. At each annual meeting



thereafter, upon the expiration of the initial term of office of each respective member of the Board of Directors, the Members shall elect his successor to serve for a term of three years. Unless removed in accordance with these Bylaws, each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

Section 4. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Project, and it may do all such acts and things as are not by law, by these Bylaws or by the Declaration directed to be exercised and done exclusively by the Members. Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

- (a) The power and duty to select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, the Articles of Incorporation, the Declaration and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board;
- (b) The power and duty to conduct, manage and control the affairs and business of the Association, and to make and enforce such Rules and Regulations therefor consistent with law, with the Articles of Incorporation, the Declaration and these Bylaws, as the Board may deem necessary or advisable;
- (c) The power and duty to fix and levy from time to time Annual Assessments and Special Assessments upon the Members, as provided in the Declaration; to determine and fix the due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the payment of the authorized expenses of the Association and of taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed, any of the purposes of the Association for the health, safety,

general benefit and welfare of its Members, in accordance with the provisions of the Declaration. Subject to any limitations imposed by the Declaration and these By-Laws, the Board of Directors shall have the power and duty to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate funds for replacements as it shall deem to be necessary or advisable in the interest of the Association or welfare of its Members. The funds collected by the Board of Directors from the Members, attributable to replacement funds, for maintenance costs recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Members and shall not be commingled with other assessments collected from the Members. Such Annual Assessments and Special Assessments shall be fixed in accordance with the provisions of these By-Laws and the Declaration. Should any Member fail to pay such assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided herein and in the Declaration;

- (d) The power and duty to enforce the provisions of the Declaration covering the Project, the Restrictive Covenants, the Rules and Regulations, these Bylaws or other agreements of the Association;
- (e) The power and duty to contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, insuring, covering and protecting against such damages or injuries as the Board deems advisable (which may include without limitation, medical expenses of persons injured on the Property). The Board shall review, not less frequently than annually and in advance of expiration dates, all insurance policies and bonds obtained on behalf of the Association by the Board or by agents of the Association;
- (f) The power and duty to contract and pay for repairs, maintenance, gardening, utilities, materials and supplies, and services relating to the Property and to employ personnel necessary for the operation of the Property and to keep in good order, condition and repair, all of the Common Areas and all items of personal property used in the enjoyment of the entire

premises; including the power to contract and pay for legal and accounting services, and to contract for and pay for Improvements on the Common Area.

- (g) The power, but not the duty, to delegate its powers according to law;
- (h) The power and the duty to grant and maintain easements where necessary for utilities, sewer, facilities and other public purposes over the Property to serve the Project, subject, however, to the provisions of Article II, Section 2.1(c) of the Declaration;
- (i) The power and duty to adopt such Rules and Regulations as the Board may consider necessary for the management of the Project, which Rules and Regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a duly called meeting, and (2) they are either mailed or otherwise delivered to each Member, and (3) they are posted in a conspicuous place on the Common Area, or recorded. Such Rules and Regulations may address, without limitation, use of the Common Area; signs; parking restrictions; minimum standards of property maintenance; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such Rules and Regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these Bylaws, and the Rules and Regulations may not be used to amend any of said documents;
- (j) The power and duty to keep, or cause to be kept, a complete record of all acts and corporate affairs of the Association and to present a statement thereof to the Members at the annual meeting of the Members and at any other time that such statement is requested by Members representing at least fifty percent (50%) of the total voting power of the Association;
- (k) The power, but not the duty, to sell personal property of the Association; provided, however, that the prior vote or written approval of the Members entitled to cast at least a majority of the voting power of the Association must be obtained to sell, during any fiscal year, personal property of the Association;
- (l) The irrevocable right of access to each Lot at reasonable hours as may be necessary for the maintenance, repair or replacement of any improvements

- to the Common Area to prevent damage to the Common Area;
- (m) The irrevocable right of access of each Lot at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Area;
  - (n) The power, but not the duty, to borrow funds in order to pay for any expenditure or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary. Such indebtedness shall be the several obligation of all of the Owners;
  - (o) The power and the duty to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be considered advisable by the Board of Directors;
  - (p) The power and duty to make repairs, additions, alterations and improvements to the Common Area consistent with managing the Project in a manner in keeping with the character and quality of the neighborhood in which it is located, and consistent with the best interests of the Owners and the Declaration and these Bylaws;
  - (q) To protect and defend the entire Common Area from loss and damage by suit or otherwise;
  - (r) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Lot, and to cause a complete audit of the books and accounts to be made by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Project; and
  - (s) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of the Common Area.

Section 5. Managing Agent. The Board of Directors may employ for the Association a professional Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. Provided, however, that any such professional Management Contract may not be entered into for a term exceeding three (3) years, provided further that such Management Contract may be terminated with or without cause upon thirty (30) days' prior written notice.

Section 6. Removal. Any director may be removed either for cause or without cause at a special meeting of the Members called for that purpose. Removal shall be accomplished by the affirmative vote of a majority (based on vote) of the Owners votes entitled to be cast and represented in person or by proxy at such meeting which are entitled to vote for the election of such director. However, unless the entire Board is removed, no individual director shall be removed without cause if the votes of one-fourth (1/4) of Lot Owners are cast against his removal, which if cumulatively voted in an election of the entire Board, would be sufficient to elect one or more directors.

Section 7. Vacancy. A vacancy on the Board of Directors may be filled either (1) by appointment at any meeting of the Board of Directors by a majority of the directors then in office, though less than a quorum, or (2) by election at a special meeting of the Members called for that purpose. Each successor director shall be elected or appointed for the unexpired term of his predecessor in office and shall serve until his successor shall be elected and shall qualify. 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 the Members or at a special meeting of the Members called for that purpose. No action by the Board of Directors shall be invalid solely for the reason that there existed one or more vacancies on the Board of Directors at such time.

Section 8. Committees.

8.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee, which committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors in the business and affairs of the Association except where action of the Board of Directors is specified by the Texas Non-Profit Corporation Act or other applicable law, the Articles of Incorporation, or these By-Laws, but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of

Directors, or any member thereof, of any responsibility imposed upon it or him by law. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required by the Board.

8.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to directors.

Section 9. Compensation. Directors, as such, shall not receive any salary for their services, but, by resolution of the Board a fixed sum, plus expenses of attendance, if any, may be paid for attendance at each regular or special meeting of the Board. Nothing herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor. Members of the executive committee may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

Section 10. Location of Meetings. The directors of the Association may hold regular or special meetings either within or without the State of Texas.

Section 11. Annual Meetings. The annual meeting of the Board of Directors shall be held without other notice than this bylaw, immediately after and at the same place as the annual meeting of the Members.

Section 12. Other Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the President, or any two directors. Notice of the call of a special meeting shall be in writing and delivered for transmission to each of the directors not later than during the third day immediately preceding the day for which such meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears in the records of the Association with postage thereon paid. Neither the business proposed to be transacted, nor the purpose of any special

meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 14. Telephonic Conferences. Subject to the provisions for notice required by these Bylaws and the Texas Non-Profit Corporation Act for notice of meetings, directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Participation in the meeting shall constitute presence in person at the meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 15. Waiver of Notice. Notice of any special meeting may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance of a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 16. Quorum. A majority of the number of directors then in office shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless otherwise specifically required by law or these Bylaws. If a quorum is not present at any meeting of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present.

Section 17. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of the meeting and record in a Minute Book of the Board of Directors such resolutions that are adopted by the Board of Directors and a record of all transactions occurring thereat. Roberts Rules of Order (latest edition) as modified by the Board of Directors shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

Section 18. Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any executive committee 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 of the Board of Directors or executive committee then in office, as the case may be. Such

consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State.

Section 19. Chairman. The Board of Directors, by resolution adopted by a majority of the members then in office, may elect one from among their number to serve as chairman and preside at meetings of the Board. The chairman shall serve at the will of the Board of Directors. In absence of such election, the President shall preside at meetings of the Board of Directors.

Section 20. Fidelity Bonds. The Board of Directors shall require adequate fidelity bonds for all officers, directors, and employees of the Association handling or responsible for Association funds. The premiums of such bonds shall constitute an expense payable from assessment revenues.

ARTICLE 6

OFFICERS

Section 1. Designation of Officers. The officers of the Association shall be elected by the directors and shall be a president, a vice-president, a secretary and a treasurer. The Board of Directors may also elect additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. Vacancies or new offices may be filled at any meeting of the Board of Directors to serve until the next election of officers. Each officer shall hold office until his successor has been elected and qualifies, or until the death, resignation, or removal of the officer.

Section 3. Appointment of Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems necessary. Such officers and agents shall be appointed for such term not to exceed one year and shall exercise such powers and perform such duties as may be determined from time to time by the Board.

Section 4. Compensation. The compensation of all officers and agents of the Association shall be fixed from time to time by the Board of Directors, provided, the Board



of Directors may delegate to the President or other chief operating officer the responsibility for establishing compensation, for all officers, other than the President, such compensation, however, to be subject to review and approval by the Board of Directors.

Section 5. Removal. Any officer or agent elected or appointed by the Board of Directors, or members of the executive committee, may be removed at any time either for cause or without cause by the affirmative vote of a majority of the whole Board of Directors. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create any contract right.

Section 6. Duties of President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and, in the absence of an elected chairman of the Board, at all meetings of the Board of Directors. The president shall present at each annual meeting of the Members and of the Board of Directors a report of the condition of the Association. The president shall cause to be called the regular and special meetings of the directors and the Members in accordance with these Bylaws. The president shall appoint and remove, employ and discharge and fix the compensation of all agents and employees of the Association other than himself, subject to the approval of the Board of Directors. The president shall sign and make contracts and agreements in the name of the Association. The president shall see that the books, reports, statements, and certificates required by law are properly kept. The president shall enforce these Bylaws and perform all of the duties normally incident to the position and office of the president.

Section 7. Duties of Vice-President. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. Each vice-president shall also have such powers and perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 8. Duties of Secretary. The secretary shall attend all meetings of the Members and of the Board of Directors. The secretary shall keep a true and complete record of the proceedings, including all votes and resolutions presented at these meetings, in a book to be kept for that

purpose. The secretary shall be custodian of the records and of the seal, if any, of the Association, and shall affix the same, if the Association so has a seal, to documents, the execution of which is duly authorized. The secretary shall give or cause to be given all notices required by law, the Declaration, the Restrictive Covenants or these Bylaws. The secretary shall also perform such other duties as may be prescribed by the Board of Directors or the President.

Section 9. Duties of Treasurer. The treasurer shall have the care and custody of and be responsible for the funds and properties of the Association and shall deposit such funds in the name of the Association in such depositories as the Board of Directors may from time to time designate. The treasurer shall sign, make and endorse in the name of the Association all checks, drafts, warrants, and orders for the payment of money and shall pay out and dispose of same and receipt therefor, under the direction of the president or the Board of Directors. The treasurer shall disburse funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors is not necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The treasurer shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall exhibit at reasonable times and upon reasonable request his books and records of account to any director or Member of the Association. The treasurer shall cause an annual audit of the Association books to be made by a certified public accountant, or public accountant, at the completion of each fiscal year; and shall, with the Board of Directors, prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver a copy of each to the Members. The treasurer shall also render a statement of the condition of the financial affairs of the Association at each regular meeting of the Board of Directors and at such other times as he may be directed by the Board of Directors or by the president.

ARTICLE 7

LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification.

1.1 Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees,

reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Owners for any mistakes of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Owners of Lots) and the Association shall indemnify and forever hold each such officer and director free and harmless from and against any and all liabilities to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or former officer or director of the Association may be entitled.

1.2 No Presumption. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

1.3 Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

1.4 Determination to Indemnify. Indemnification hereunder shall be made only upon a determination in the specific case that indemnification is proper under the substantive standards established hereunder. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested

directors so directs, by independent legal counsel in a written opinion, or (3) by the Members.

1.5 Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section.

Section 2. Common Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or Association (including the Declarant), in which one or more of the directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

- (a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) the fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved, or executed.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to

authorize any contract or transaction with like force and effect as if he were not such director or officer of such Association or not so interested.

ARTICLE 8  
COMMON EXPENSES AND ASSESSMENTS

Section 1. Determination of Common Expenses and Assessments.

1.1 Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period which shall be designated by the Board of Directors.

1.2 Preparation and Approval of Budget. At least thirty (30) days before the end of each fiscal year the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the cost of common utility services (i.e., water and sewer, gas, and electricity), electrical services, maintenance, management, operation, repair and replacement of improvements to the Common Area, and personal property owned by the Association (except in the case of fire loss), and the cost of wages, materials, insurance premiums, services, supplies and any other expenses that may be declared to be Common Expenses by these Bylaws, the Declaration or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Area and the personal property owned by the Association, and the rendering to the Owners of all related services, such costs and expenses being referred to herein as the "Common Expenses". The budget may also include:

1.2.1. The cost of the maintenance or repair of any Lot or residence in the event such maintenance or repair is reasonably necessary, in the discretion of the Board of Directors, (i) because of excessive use or damage caused by willful or negligent acts by a Lot Owner or his guests, invitees, licensees, agents, employees or patrons, (ii) to protect the Common Areas, (iii) to preserve the appearance or value of the subdivision or, (iv) to protect the interest of the general welfare of all Owners; provided, however, that no such special maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lots proposed to be maintained and provided further that the cost thereof shall be assessed against the Lots on which such maintenance or repair is performed; and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lots, at which time the

assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in the Declaration; and

1.2.2 Any amount necessary to discharge any lien or encumbrance levied against the property or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against the Association or any portion thereof.

1.3 Accounts. The Board shall establish no fewer than two (2) separate accounts (the "Maintenance Funds") into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the Declaration and these Bylaws. Each of the Maintenance Funds shall be established as separate trust savings or trust checking accounts at a federally insured banking or lending institution. The Maintenance Funds shall include: (1) an Operating Fund for current expenses of the Association, and (2) Capital Contribution Fund for replacements, and repairs of the Common Areas and other improvements within the subdivision to the extent necessary under the provisions of the Declaration and these Bylaws. The Board shall not commingle any amounts deposited into any other Maintenance Funds.

All amounts deposited into the Operating Fund and the Capital Contribution Fund must be used solely for the common benefit of all of the Owners for purposes authorized by the Declaration and these Bylaws as they may be amended from time to time. Disbursements from the Capital Contribution Fund shall be made by the Board only for the respective purposes specified in this Article VIII, the Declaration and/or Restrictive Covenants. Disbursements from the Operating Fund shall be made by the Board for such purposes as are necessary for the discharge of its responsibilities herein and under the said Declaration and Restrictive Covenants for the common benefit of all the Lot Owners, other than those purposes for which disbursements from the Capital Contribution Fund are to be used. No provision in these Bylaws shall be construed in such a way as to permit the Association to use any assessments to abate any annoyance or nuisance emanating from outside the physical boundaries of the Property. No provision contained herein shall limit, preclude or impair the establishment of other funds by the Association earmarked for specified purposes authorized by the Declaration and these Bylaws.

1.4 The Board of Directors shall send to each Lot Owner a copy of the budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Lot Owner, at least thirty (30) days prior to the beginning

of the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Lot Owner's contribution for the Common Expenses of the Association.

1.5 The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for the payment and collection of assessments in these Bylaws and in the Declaration including without limitation the right reserved to the Board to recover reasonable attorneys' fees, interest and costs.

1.6 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of the Lot Owner's obligation to pay his allocable share of the assessments as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period until the new annual or adjusted budget shall have been mailed or delivered.

1.7 Capital Contribution Fund. The Board of Directors shall build up and maintain reasonable capital contributions for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against Capital Contribution Funds. If the Capital Contribution Funds are inadequate for any reason including non-payment of any Lot Owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the Lot Owners equally, and which may be payable in a lump sum or in installments as the Board of Directors may determine. The Board of Directors shall serve notice of any such further assessment on all Lot Owners by a statement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment. The payment and collection of the assessment made pursuant to the foregoing provisions shall be in accordance with the terms providing for payment and collection of assessments in these Bylaws and in the Declaration, including without limitation, the right reserved to the Board to accelerate payments of assessments and the right to recovery of reasonable attorney's fees, interest and costs.

Section 2. Collection of Assessment. The Board of Directors may take prompt action to collect any assessments due from any Owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 3. Delinquency and Acceleration. Any installment of an assessment provided for in these Bylaws shall become delinquent if not paid on the due date as established by the Board of Directors of the Association, pursuant to the provisions hereof or pursuant to the Declaration. With respect to each installment of an assessment not paid within thirty (30) days after its due date, the Board of Directors may, at its election, require the delinquent Lot Owner to pay a reasonable late charge, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice, by certified mail return receipt requested, to the Lot Owner and to each first mortgagee of a Lot which has requested a copy of the notice. Such notice shall specify, in addition to any information required to be provided under the Declaration, (1) the fact that the assessment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Lot Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in foreclosure by the Association against the Lot. If the delinquent installments of the assessments of whatever nature, and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the Annual Assessment for the then current fiscal year, attributable to that Lot Owner and his Lot(s) to be immediately due and payable without further demand and may enforce the collection of the full Annual Assessment and any other assessments and all charges thereon in any manner authorized by law, these Bylaws and the Declaration.

ARTICLE 9

JOINT OWNERSHIP

Membership may be held in the name of more than one person, corporation or other entity. In the event ownership is in more than one person, corporation or other entity, all of the joint owners shall be entitled collectively to only the vote in the management of the affairs of the Association as set forth in the Articles of Incorporation, in the Declaration, and these Bylaws, and said vote may not be divided between multiple owners.



ARTICLE 10

OBLIGATION OF MEMBERS

In addition to other obligations and duties set out in the Declaration and these Bylaws every Lot Owner shall:

- (a) Pay all assessments levied by the Association as due and as provided in the Declaration.
- (b) Maintain, repair and replace, at his own cost and expense all portions of his Lot and residence requiring maintenance, repair, or replacement, as set forth in the Declaration and in the certain Restrictive Covenant instrument dated November 25, 1985, recorded in Volume 1276, Pages 235, 240 and 254, Real Property Records, Williamson County, Texas, and subject to the right of Architectural Control Committee to approve or disapprove alterations.
- (c) Conform to and abide by the Bylaws and regulations in regard to the use of his Lot, residence and the Common Area which may be adopted in writing from time to time by the Board of Directors and the Association.

ARTICLE 11

NOTICE OF HEARING PROCEDURE

Section 1. Suspension of Privileges. In the event of an alleged violation of the Declaration, these Bylaws or any other such Rules and Regulations of the Association, and after written notice of such alleged failure is delivered (in the manner prescribed in Section 2 of Article 11 hereof) to the Lot Owner or any agent of the Lot Owner (the "Respondent") alleged to be in default, the Board shall have the right, after affording the Respondent an opportunity for an appropriate hearing as hereinafter provided, and upon an affirmative vote of a majority of all directors on the Board, to take any one or more of the following actions: (1) levy a special assessment if so provided in the Declaration and these Bylaws; (2) suspend or condition the right of said Lot Owner to use any facilities owned, operated or maintained by the Association; (3) suspend said Lot Owner's voting privileges in the Association as a Lot Owner, as further provided in the Declaration and these Bylaws; or (4) record a notice of noncompliance encumbering the Lots and/or residence of the Respondent. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the

same becomes delinquent) suspension may be imposed for so long as the violation continues. No action against a Lot Owner arising from the alleged violation shall take effect prior to the expiration of (a) fifteen (15) days after the Lot Owner's receipt of the complaint pursuant to Section 2, and (b) five (5) days after the hearing required herein. The failure of the Board to enforce any Rules and Regulations of the Association, these Bylaws or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws the Declaration, the Restrictive Covenants and the Articles of Incorporation shall be cumulative and none shall be exclusive. However, any individual Lot Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules and Regulations of the Association, provided, however, that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Lot Owner where the complaint alleges nonpayment of assessments.

Section 2. Written Complaint. A hearing to determine whether a right or privilege of the Respondent under the Declaration or these Bylaws should be suspended or conditioned, or whether a special assessment should be levied, shall be initiated by the filing of a written complaint by any Lot Owner or by any officer or member of the Board of Directors with the President of the Association or other presiding member of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, and a reference to the specific provisions of the Declaration, these Bylaws or any Rules and Regulations of the Association which the Respondent is alleged to have violated. A copy of the complaint shall be delivered by the Association to the Respondent in accordance with the notice procedures set forth in these Bylaws together with a statement which shall be substantially in the following form:

"Unless a written request for a hearing signed by or on behalf of the person named as "Respondent" in the accompanying complaint is delivered or mailed to the Board of Directors within fifteen (15) days after the complaint was delivered to you, the Board of Directors may proceed upon the complaint without a hearing, and you will have thus waived your right to a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled 'Notice of Defense' to the Board of Directors at the following address:

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You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect any relevant writings or items on file in connection with this matter in the possession, custody or control of the Board of Directors, you may contact:

\_\_\_\_\_

\_\_\_\_\_

The Respondent shall be entitled to a hearing on the merits of the matter if the Notice of Defense is timely filed with the Board. The Respondent may file a separate statement by way of mitigation, even if he does not file a Notice of Defense.

Section 3. Notice of Hearing. If the Notice of Defense is timely filed, the Board shall deliver in the manner prescribed by the notice procedures set forth in these Bylaws a notice of hearing, on all parties at least ten (10) days prior to the hearing, if such hearing is requested by the Respondent. The hearing shall be held no sooner than thirty (30) days, but not later than ninety (90) days after the complaint is mailed or delivered to the Respondent as provided in Section 2, above. The notice to the Respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the Woods Homeowners' Association, Inc., at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the hour \_\_\_\_\_ of \_\_\_\_\_, upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to request the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors."

Section 4. Hearing. If the Notice of Defense is timely filed, the hearing shall be held before the Board in executive session on the date specified in the notice of hearing delivered to the Respondent. If the Notice of Defense is not timely filed, the Respondent's right to a hearing shall be waived and the Board, in executive session, may proceed upon the complaint without a hearing. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be

adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director or other person who mailed or delivered such notice. The notice requirement shall be considered satisfied if the Respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## ARTICLE 12

### MISCELLANEOUS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Funds. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 6. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any authority of the Board of Directors, and shall keep at the registered or principal office all books and records of the Association for inspection by any director or his agent or attorney for any proper purpose at any reasonable time.

Section 7. Inspection of Books. Any person who shall have been a record Lot Owner for at least 6 months immediately preceding his demand, upon written demand stating the purpose thereof, shall have the right to examine, in person

or by agent or attorney, at any reasonable time or times, for any proper purpose, the books and records of account, minutes and records of the Members of the Association. Such person shall have the right to make extracts therefrom.

Section 8. Financial Records.

8.1 Records. The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices.

8.2 Annual Reports. Based on these records, the Board of Directors shall annually prepare or approve a report of the financial activity of the Association for the preceding year. The report must conform to accounting standards as promulgated by the American Institute of Certified Public Accountants and must include a statement of support, revenue, and expenses and changes in fund balances, a statement of functional expenses, and balance sheets for all funds.

8.3 Location of Financial Records and Reports. All records, books, and annual reports of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to all Lot Owners and their First Mortgagees for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

Section 9. Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be considered to have been duly given if delivered personally or if sent by U. S. first class, prepaid mail unless required to be sent by other methods in the Declaration or these Bylaws.

9.1 Owner. If to a Lot Owner, at the address which the Lot Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the residence of such Lot Owner; or

9.2 Association. If to the Association, the Board of Directors, or the Managing Agent, if any, at the principal office of one of them, or at such other address as shall be designated by the notice in writing to the Lot Owners pursuant to this Section.

Section 10. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 11. Corporate Seal. The Board of Directors shall provide a seal of the Association, which seal shall include the full name of the Association.

ARTICLE 13

AMENDMENTS

Section 1. Power to Amend. These Bylaws may be altered, amended, or repealed at any meeting of the Members at which a quorum is present, by the affirmative vote of a majority of the Members present at such meeting, provided notice of the proposed alteration, amendment, or repeal be contained in the notice of such meeting. Provided, however, during such period as Declarant owns any Lot in the subdivision, the affirmative vote of Declarant shall be required to effect any such amendment, and any such amendment shall require the approval of the Federal Housing Administration or the Veterans Administration. Any amendment to these Bylaws which would conflict with the provisions of the Articles of Incorporation, the Declaration or the Restrictive Covenants shall be ineffective unless and until the appropriate provisions of the Articles of Incorporation, the Declaration or the Restrictive Covenants, whether one or more, as the case may be, are so amended in accordance with their respective amendment procedures. Notwithstanding the above, the amendment hereto which (i) changes the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner, or (ii) changes, waives or abandons any scheme pertaining to architectural design or maintenance, or (iii) changes the manner in which insurance proceeds are used, shall have the additional approval of sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned).

Section 2. Declarant reserves the right during the Construction and Sale Period, without joinder or consent of any Owner or Mortgagee, to amend these Bylaws for the purpose of resolving or clarifying any conflicts or ambiguities herein or any conflicts among these Bylaws and the Declaration, the Restrictive Covenants and the Articles of Incorporation, or correcting any inadvertent misstatement, errors or omissions herein, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veteran's Administration or the Federal Housing Administration, provided that no such amendment shall change the vested property rights of any Lot Owner.

ARTICLE 14

CONFLICT

In the case of a conflict between the Articles of Incorporation and the Bylaws, the Articles shall control and in case of conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we the Directors of The Woods Homeowners' Association, we have hereunto set our hands this 20th day of January, 1986.

TL Buffington  
Tom Buffington

Jack Davis  
Jack Davis

Bill Bulloch  
Bill Bulloch

Bylaws ADOPTED January 20, 1986

TL Buffington  
Secretary

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected Secretary of The Woods Homeowners' Association, Inc., a Texas Non-Profit Corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 20th day of January, 1986.

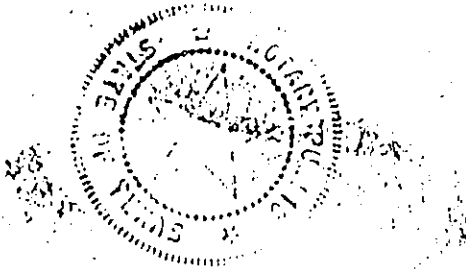
1304 670

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of January, 1986.

TL Buyl  
, Secretary

STATE OF TEXAS )  
COUNTY OF TRAVIS )

Tom Buffington, Jack Davis, and Bill Bulloch appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Bylaws for the purposes expressed in the Bylaws on the January, 1986.



Tami Pearson  
Notary Public State of Texas  
TAMI PEARSON  
Printed/Stamped Name of Notary  
My Commission Expires: 6-25-88



## THE WOODS, SECTION 1

## DESCRIPTION

OF A 28.044 ACRE TRACT OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING OUT OF 87.132 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/4 inch iron rod found on the northeast right-of-way line of Sam Bass Road (County Road 175); said rod being the southernmost corner of said 87.132 acre tract and of this tract; said rod being N 70 degrees E approximately 958 feet from an interior corner of the David Curry Survey, Abstract No. 130;

THENCE the following five (5) course along the fenced northeasterly right-of-way line of Sam Bass Road (County Road 175):

- (1) N 46 degrees 06'01"W 42.66 feet to a nail found in a post;
- (2) N 57 degrees 32'52"W 23.36 feet to a nail found in a post;
- (3) N 65 degrees 42'12"W 405.84 feet to a nail found in a post;
- (4) N 68 degrees 41'24"W 24.33 feet to a nail found in a post;
- (5) N 72 degrees 25'53"W 778.26 feet to a 5/8 inch iron rod set at the westernmost corner of this tract;

THENCE N 16 degrees 30'54"E 21.23 feet to a 5/8 inch iron rod set at the point of curvature of a 25-foot property return;

THENCE northwesterly with a curve to the left having a radius of 25.00 feet, a central angle of 87 degrees 55'55", a chord bearing N 62 degrees 32'57"E 34.71 feet; an arc distance of 38.36 feet to a 5/8 inch iron rod set at the point of tangency;

THENCE N 18 degrees 34'59"E 629.30 feet to a 5/8 inch iron rod set on the fenced northwesterly line of said 87.132 acre tract;

EXHIBIT "A"

THENCE the following three (3) courses along said fenced northwesterly line:

- (1) N 70 degrees 57'24"E 268.22 feet to a nail found in a post;
- (2) N 70 degrees 32'34"E 603.61 feet to a nail found in a post;
- (3) N 70 degrees 44'48"E 407.94 feet to a 5/8 inch iron rod set at the northernmost corner of this tract;

THENCE S 18 degrees 34'59"W 1079.52 feet to a point;

THENCE S 71 degrees 25'01"E 180.00 feet to a point;

THENCE S 18 degrees 34'59"W 69.40 feet to a 5/8 inch iron rod set at the point of curvature of a curve to the left;

THENCE southwesterly along said curve to the left having a radius of 15.00 feet, a central angle of 90 degrees 00' 00", a chord bearing S 26 degrees 25'01"E 21.21 feet, an arc distance of 23.56 feet to a 5/8 inch iron rod set at the point of tangency;

THENCE S 71 degrees 25'01"E 121.73 feet to a 5/8 inch iron rod set at the point of curvature of a curve to the left;

THENCE northeasterly along said curve to the left having a radius of 125.00 feet, a central angle of 38 degrees 24'20", a chord bearing N 89 degrees 22'49"E 82.23 feet; an arc distance of 83.79 to a 5/8 inch iron rod set at the point of tangency;

THENCE S 19 degrees 49 21"E 50.00 feet to a 5/8 inch iron rod set;

THENCE S 06 degrees 20'07"W 161.55 feet to a 5/8 inch iron rod set on the fenced southeasterly line of said 87.132 acre tract;

THENCE the following two (2) courses along said fenced line:

- (1) S 70 degrees 10'39"W 48.80 feet to a steel post with sign found;
- (2) S 70 degrees 07'02"W 239.21 feet to the POINT OF BEGINNING, containing 28.044 acres of land.

EXHIBIT "A"

## THE WOODS, SECTION 2

## DESCRIPTION

OF A 32.618 ACRE TRACT OF LAND OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS; SAID 32.618 ACRE TRACT BEING OUT OF 87.132 ACRE TRACT AND A 42.38 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 32.618 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod set on the northern line of said 42.38 acre tract; said rod being the following two (2) courses from the northernmost corner of said 42.38 acre:

(1) S 71 degrees 27'25"W 438.08 feet;

(2) S 71 degrees 38'51"W 379.98 feet to the POINT OF BEGINNING, said rod also being S 18 degrees 30'E approximately 5750 feet and S 71 degrees 30'W approximately 9820 feet from the northeast corner of the David Curry Survey, Abstract No. 130;

THENCE S 38 degrees 19'43"E 162.51 feet to an iron rod set;

THENCE N 51 degrees 40'17"E 65.00 feet to an iron rod set at the point of curvature of a curve to the right;

THENCE northeasterly along said curve to the right having a radius of 175.00 feet, a central angle of 19 degrees 58'34", a chord bearing N 61 degrees 39'34"E 60.70 feet, an arc distance of 61.01 feet to an iron rod set;

THENCE S 18 degrees 21'09"E 50.00 feet to an iron rod set;

THENCE southwesterly along a curve to the left having a radius of 125.00 feet, a central angle of 00 degrees 38'58", a chord bearing S 71 degrees 19'38"W 1.42 feet, an arc distance of 1.42 feet to an iron rod set on said curve;

THENCE S 18 degrees 21'09"E 344.99 feet to an iron rod set at an angle point;

THENCE S 72 degrees 13'59"E 229.02 feet to an iron rod set at an angle point;

EXHIBIT "B"

THENCE N 71 degrees 38'51"E 388.65 feet to an iron rod set on the new westerly right-of-way line of the Georgetown Railroad Company;

THENCE S 13 degrees 34'21"E 738.71 feet along said right-of-way line to an iron pipe found at a corner of The Hermitage Section Two, an unrecorded subdivision in the City of Round Rock, Texas;

THENCE the following six (6) courses along the common line between said 42.38 acre tract and The Hermitage Section Two:

- (1) N 66 degrees 56'31"W 202.81 feet to an iron pipe found;
- (2) S 62 degrees 56'39"W 208.60 feet to an iron pipe found;
- (3) S 65 degrees 34'15"W 157.31 feet to an iron pipe found;
- (4) S 67 degrees 11'38"W 245.52 feet to an iron pipe found;
- (5) S 69 degrees 48'28"W 268.19 feet to a fence post;
- (6) S 69 degrees 36'35"W 363.07 feet to an iron rod set for the southernmost corner of this tract;

THENCE N 20 degrees 06'25"W 145.59 feet to an iron rod set;

THENCE S 69 degrees 53'35"W 30.00 feet to an iron rod set;

THENCE N 20 degrees 06'25"W 368.53 feet to an iron rod set at an angle point;

THENCE N 02 degrees 17'30"W 503.55 feet to an iron rod set;

THENCE N 87 degrees 42'30"E 40.00 feet to an iron rod set;

THENCE N 02 degrees 17'30"W 180 feet to a point;

THENCE N 87 degrees 42'30"E 65.00 feet to an iron rod set at the point of curvature of a curve to the left;

THENCE northeasterly along said curve to the left having a radius of 15.00 feet, a central angle of 90 degrees 00'00", a chord bearing N 42 degrees 42'30"E 21.21 feet, an arc distance of 23.56 feet to an iron rod set at the point of compound curvature of another curve to the left;

EXHIBIT "B"

THENCE northwesterly along said curve to the left having a radius of 370.00 feet, a central angle of 15 degrees 40'26", a chord bearing N 10 degrees 07'43"W 100.90 feet, an arc distance of 101.22 feet to an iron rod set at the point of tangency;

THENCE N 17 degrees 57'56"W 81.08 feet to an iron rod set on the northerly boundary line of said 42.38 acre tract;

THENCE the following two (2) courses along the common line between said 42.38 acre tract and a tract conveyed to Edgar E. Hoppe recorded in Volume 429, Page 485, Williamson County Deed Records:

- (1) N 72 degrees 02'04"E 173.84 feet to a 60d nail found;
- (2) N 71 degrees 38'51"E 250.84 feet to the POINT OF BEGINNING containing 32.618 acres of land.

EXHIBIT "B"

THE WOODS, SECTION 4

DESCRIPTION

OF A 20.538 ACRE TRACT OF LAND BEING OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, IN WILLIAMSON COUNTY, TEXAS; BEING ALSO OUT OF A 42.38 ACRE TRACT OF LAND AS CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 20.538 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin set in the common boundary line between a tract of land in the name of Edgar E. Hoppe of record in Volume 429, Page 485 of the Deed Records of Williamson County, Texas, and the above mentioned 42.38 acre tract, said iron pin set bears the following three calls from the most northern corner of said 42.38 acre tract:

- (1) S 71 degrees 27'25"W, a distance of 438.08 feet;
- (2) S 71 degrees 38'51"W, a distance of 630.82 feet; and
- (3) S 72 degrees 02'04"W, a distance of 173.84 feet;

and in addition, said iron pin set bears approximately S 42 degrees 12'00"W, a distance of 11,747 feet from the northeasterly corner of said David Curry Survey, said iron pin set, being the most northeasterly corner and POINT OF BEGINNING hereof;

THENCE, departing said common boundary line S 17 degrees 57'56"E for a distance of 81.08 feet to an iron pin set at a point of curvature in the easterly line hereof;

THENCE, with a curve to the right, having a radius of 370.00 feet, a central angle of 15 degrees 40'26", an arc distance of 101.22 feet and a chord which bears S 10 degrees 07'34"E for a distance of 100.90 feet to an iron pin set at a point of compound curvature in the easterly line hereof;

THENCE, with a curve to the right having a radius of 15.00 feet, a central angle of 90 degrees 00'00", an arc distance of 23.56 feet and a chord which bears S 42 degrees 42'30"W for a distance of 21.21 feet to an iron pin set for a point of tangency in the easterly line hereof;

EXHIBIT "B"

THENCE, S 87 degrees 42'30"W for a distance of 65.00 feet to an iron pin set for an inside ell corner in the easterly line hereof;

THENCE, S 02 degrees 17'30"E for a distance of 180.00 feet to an iron pin set for an outside ell corner in the easterly line hereof;

THENCE, S 87 degrees 42'30"W for a distance of 40.00 feet to an iron pin set for an inside ell corner in the easterly line hereof;

THENCE, S 02 degrees 17'30"E for a distance of 503.55 feet to an iron pin set for angle point in the easterly line hereof;

THENCE, S 20 degrees 06'25"E for a distance of 368.53 feet to an iron pin set for an inside ell corner in the easterly line hereof;

THENCE, N 69 degrees 53'35"E for a distance of 30.00 feet to an iron pin set for an outside ell corner in the easterly line hereof;

THENCE, S 20 degrees 06'25"E for a distance of 145.59 feet to an iron pin set in the common boundary line between "The Hermitage", a subdivision in Williamson County, Texas, and the above mentioned 42.38 acre tract for the most southeasterly corner hereof;

THENCE, with said common boundary line S 69 degrees 36'35"W for a distance of 544.95 feet to an iron pin set for an angle point in the southerly line hereof;

THENCE, continuing with said common boundary line S 70 degrees 23'11"W for a distance of 52.60 feet to an iron pin set for the southwesterly corner hereof;

THENCE, departing said common boundary line N 19 degrees 31'09"W for a distance of 1148.02 feet to an iron pin set for an inside ell corner in the westerly line hereof;

THENCE, S 70 degrees 28'51"W for a distance of 64.14 feet to an iron pin set for an outside ell corner in the westerly line hereof;

THENCE, N 19 degrees 31'09"W for a distance of 180.00 feet to an iron pin set in the common boundary line between said Edgar E. Hoppe Tract and said 42.38 acre tract for the most northwesterly corner hereof;

THENCE, with said common boundary line the following three calls:

SECTION "B"

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- (1) N 70 degrees 28'52"E for a distance of 114.00 feet to an iron pin set;
- (2) N 69 degrees 24'44"E for a distance of 645.47 feet to an iron pin set;
- (3) N 72 degrees 02'04"E for a distance of 207.25 feet to the POINT OF BEGINNING hereof.

EXHIBIT "B"



## THE WOODS, SECTION 5

## DESCRIPTION

OF A 32.246 ACRE TRACT OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 30, WILLIAMSON COUNTY, TEXAS; SAID 32.246 ACRE TRACT ALSO BEING OUT OF AN 87.132 ACRE TRACT CONVEYED TO NASH PHILLIPS COPUS, INC. BY DEED RECORDED IN VOLUME 940 PAGE 692, WILLIAMSON COUNTY, DEED RECORDS; SAID 32.246 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin found on the southerly line of said 87.132 acre tract; said pin being the following two courses from an iron pin found at the southernmost corner of said 87.132 acre tract: (1) N 70 degrees 07'02"E, 239.21 feet; (2) N 70 degrees 10'39"E, 48.80 feet to the point of beginning; said pin also being the southeast corner of Lot 1, Block G, The Woods Section One, a subdivision in the City of Round Rock recorded in Cabinet F, Slides 239-240, Williamson County Plat Records; said pin being N 70'E approximately 1246 feet from the interior corner of the David Curry Survey Abstract No. 130;

THENCE N 06 degrees 20'07"E, 161.55 feet along said Lot 1, Block G, The Woods Section One, to an iron pin found on the southerly right-of-way line of Cedar Bend Drive;

THENCE N 19 degrees 49'21"W, 50.00 feet crossing Cedar Bend Drive to an iron pin found on the northerly right-of-way line of said Cedar Bend Drive;

THENCE southwesterly along said right-of-way line with a curve to the right having a radius of 125.00 feet, a central angle of 38 degrees 24'20", a chord bearing S 89 degrees 22'49"W 82.23 feet, an arc distance of 83.79 feet to an iron pin found at the point of tangency;

THENCE N 71 degrees 25'01"W, 121.73 feet along said right-of-way line to an iron pin found at the point of curvature of a curve to the right;

THENCE northwesterly along said curve to the right having a radius of 15.00 feet, a central angle of 90 degrees 00'00", a chord bearing N 26 degrees 25'01"W 21.21 feet, an arc distance of 23.56 feet to an iron pin found at the point of tangency on the southeasterly right-of-way line of Woods Boulevard;

THENCE N 18 degrees 34'59"E, 69.40 feet along said right-of-way line to a point;

EXHIBIT "R"

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THENCE N 71 degrees 25'01"W, 60.00 feet crossing said Woods Boulevard to a point on the northwesterly right-of-way line of said Woods Boulevard;

THENCE S 18 degrees 34' 59"W, 7.50 feet along said right-of-way line to an iron pin found at the easternmost corner of Lot 69, Block D, The Woods Section One;

THENCE N 71 degrees 25'01"W, 120.00 feet along the northeasterly line of said Lot 69, Block D to an iron pin found at the northernmost corner of said Lot 69, Block D;

THENCE N 18 degrees 34'59"E, 1087.02 feet along the common line between this tract and said The Woods Section One to an iron pin found at the northernmost corner of Section One;

THENCE the following two courses along the common line between this tract and a tract described in Volume 429, Page 485, Williamson County Deed Records; (1) N 70 degrees 44'47"E, 218.04 feet, and (2) N 70 degrees 28'51"E, 389.68 feet to an iron pin found at the westernmost corner of Lot 92, Block D, The Woods Section Four, an approved subdivision;

THENCE S 19 degrees 31'09"E, 180.00 feet to a point on the southerly right-of-way line of Woods Boulevard;

THENCE N 70 degrees 28'51"E, 64.14 feet along said right-of-way line to an iron pin found at the westernmost corner of Lot 31, Block G, said The Woods Section Four;

THENCE S 19 degrees 31'09"E, 1148.02 feet along the common line between this tract and said The Woods Section Four to an iron pin found at the southernmost corner of Lot 45, Block G, said The Woods Section Four;

THENCE S 70 degrees 23'11"W, 457.32 feet along the common line between this tract and The Hermitage, a subdivision recorded in Cabinet D, Slide 118, Williamson County Plat Records, to an iron pin found at a corner of said subdivision;

THENCE S 70 degrees 10'39"W, 675.91 feet along the common line between this tract and a 1.98 acre tract described in Volume 780, Page 511, Williamson County Deed Records to the POINT OF BEGINNING containing 32.246 acres of land.

EXHIBIT "B"

## THE WOODS, SECTION 6

## DESCRIPTION

OF A 9.204 ACRE TRACT OF LAND OUT OF THE DAVID CURRY THREE FOURTHS LEAGUE SURVEY, ABSTRACT NO. 130, IN WILLIAMSON COUNTY, TEXAS; BEING ALSO A PORTION OF A 42.376 ACRE TRACT OF LAND OF RECORD IN DEED VOLUME 940 PAGE 692 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 9.204 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin found being in the westerly right-of-way line of the Georgetown Railroad being also an easterly corner of a tract of land in the name of Edgar Hoppe of record in Volume 429, Page 485, of the Deed Records of Williamson County, Texas, said iron pin found being also the northeasterly corner of the above-mentioned 42.376 acre tract of land, thence, S 71 degrees 27'25"W, for a distance of 5.03 feet to an iron pin set for the POINT OF BEGINNING, hereof and from which the northeast corner of said David Curry Survey bears approximately N 38 degrees 56'00"E a distance of 10,683 feet;

THENCE, with the curving right-of-way line of the Georgetown Railroad with a curve to the left, having a radius of 9113.99 feet, a central angle of 03 degrees 16'39", an arc distance of 521.34 and a chord which bears S 11 degrees 56'02"E for a distance of 521.28 feet to an iron pin set being a point of tangency in the easterly line hereof;

THENCE, continuing with the westerly right-of-way line of Georgetown Railroad S 13 degrees 34'21"E for a distance of 133.92 feet to an iron pin set for the most southeasterly corner hereof;

THENCE, departing said Railroad right-of-way line S 71 degrees 38'51"W for a distance of 388.65 feet to an iron pin set for the most southerly corner hereof;

THENCE, N 72 degrees 13'59"W for a distance of 229.02 feet to an iron pin set for an angle point hereof;

THENCE, N 18 degrees 21'09"W for a distance of 344.99 feet to an iron pin set in the curving southerly right-of-way line of a proposed street (50' width) to be known as Woods Blvd. for an angle point in the westerly line hereof;

THENCE, with the curving southerly right-of-way line of said Woods Blvd. with a curve to the right having a radius of 125.00 feet a central angle of 00 degrees 39'03", an arc distance of

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1.42 feet and a chord which bears N 71 degrees 19'38"E for a distance of 1.42 feet to an iron pin set for a point of tangency hereof;

THENCE, departing said southerly right-of-way line N 18 degrees 21'09"W for a distance of 50.00 feet to an iron pin set in the northerly right-of-way line of said proposed street for a point of curvature in the westerly line hereof;

THENCE, with the northerly right-of-way line of said proposed street with a curve to the left having a radius of 175.00 feet, a central angle of 19 degrees 58'28", an arc distance of 61.01 feet and a chord which bears S 61 degrees 39'34"W for a distance of 60.70 feet to an iron pin set being a point of tangency in the westerly line hereof;

THENCE, continuing with the northerly right-of-way line of said proposed S 51 degrees 40'17"W for a distance of 65.00 feet to an iron set for an angle point in the westerly line hereof;

THENCE, departing the northerly right-of-way line of said proposed street N 38 degrees 19'43"W for a distance of 162.51 feet to an iron pin set, being in the common boundary line between said Edgar Hoppe tract and the previously mentioned 42.376 acre tract for the most westerly corner hereof;

THENCE, with said common boundary line N 71 degrees 38'51"E for a distance of 379.98 feet to a 60d nail found for an angle point in the northerly line hereof;

THENCE, continuing with said common boundary line N 71 degrees 27'25"E for a distance of 438.08 feet to the POINT OF BEGINNING and containing 9.204 acres of land.

STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JAN 29 1986



*James S. Rappleton*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK

*James S. Rappleton*

1986 JAN 28 PM 3:39

FILED FOR RECORD  
WILLIAMSON COUNTY, TX.

EXHIBIT "B"