NOTICE TO PUBLIC

OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION, INC.

DATE: May 15, 2012

SUBDIVISION: Oaks of Windcrest, Phase I, Gillespie County, Texas, according to the map or plat of record in Volume 4, Page 46-48, Plat Records of Gillespie County, Texas, and Oaks of Windcrest, Phase II, Gillespie County, Texas, according to the map or plat of record in Volume 4, Page 67, Plat Records of Gillespie County, Texas.

ASSOCIATION: Oaks of Windcrest Property Owners' Association

The undersigned, as the duly authorized representative of the Association, hereby certifies that the attached is a true and correct copy of the following described documents in effect in relation to the Association as of the date hereof:

(1) Bylaws.
(2) November 1, 2008 Board of Director's Unamious Consent Amending the Bylaws.
(3) February 26, 2009 Board of Director's Minutes Amending the Bylaws.
(4) May 15, 2012 Board of Director's Unamious Consent Amending the Bylaws.
(5) Rules and Regulations dated May 15, 2012.

OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION, INC.

By: _____
JON H. STARNES, Authorized Agent

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of May 2012, by Jon H. Starnes, as Authorized Agent of Oaks of Windcrest Property Owners' Association, Inc.

_____
NOTARY PUBLIC

ESTHER SALAZAR
Notary Public, State of Texas
My Commission Expires
OCTOBER 10, 2013

AF 15 PGS 20121948

BYLAWS

OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION, INC.

(A TEXAS NONPROFIT CORPORATION)

ARTICLE I.

NAME AND LOCATION

The name of the corporation is OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION, INC. The principal office of the corporation is located at 816 Terrace Mountain Dr., Austin, Texas 78746, but meetings of members and directors may be held at such places within the State of Texas as may be designated by the board of directors.

ARTICLE II.

DEFINITIONS

Section 1. "Association" means and refers to OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Common area" means all real property owned by the association for the common use and enjoyment of the owners.

Section 3. "Declarant" means and refers to OAKS OF WINDCREST, L.P., as well as its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

Section 4. "Declaration" means and refers to the declaration of covenants, conditions, and restrictions applicable to the subdivision and recorded on May 2, 2007, in the office of the county clerk of Gillespie County, Texas, in Book 20072282, 28 pages.

Section 5. "Lot" means and refers to any plot of land shown on the recorded subdivision plat with the exception of the common area.

Section 6. "Member" means and refers to those persons entitled to membership in the association as provided in the declaration, whether a Class A or Class B member.

Section 7. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

Section 8. "Subdivision" means and refers to that certain tract of real property described in the Declaration, and such additions to that tract as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

ARTICLE III.

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members will be held within one (1) year from the date of incorporation of the Association or not later than thirty (30) days after the occurrence of the "turnover" as described in Article IV, Paragraph 4, of the Declaration. Subsequent annual meetings of members will be held on the same day of the same month of each year thereafter at 6:00 p.m. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day, which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, written request of twenty-five percent (25%) of the members who are entitled to vote out of the Class A membership, or on the written request of twenty-five percent (25%) of the members who are entitled to vote out of the Class B membership.

Section 3. Notice of Meetings. Written notice of each meeting of members will be given by, or at the

direction of, the secretary or other person authorized to call the meeting, at least ten (10) but not more than ninety (90) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of receiving notice. The notice will specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting. It is specifically provided that in the event of a meeting to increase the annual assessment or to levy a special assessment pursuant to Article IV, Paragraphs 8 and 9, of the Declaration, or for the Annexation portion of the Declaration notice for this paragraph, and the quorum for the following paragraph, shall be as set forth in Article IV, Paragraph 10, of the Declaration.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast thirty percent (30%) of the votes of each class of the membership will constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the articles of incorporation, or these Bylaws. In the absence of a quorum, the members to whom a majority of the votes present are allocated, may adjourn for a period not to exceed seven (7) days and the required quorum at the meeting following the adjournment shall be one-half (½) of the required quorum at the immediately preceding meeting which has adjourned. This procedure shall be continued until a quorum has been obtained; provided, however, that such reduced quorum shall not be applicable at a meeting held more than sixty (60) days following the originally scheduled meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting as originally called. No notice of any adjourned meeting need be given.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies will be in writing and filed with the secretary. Proxies will be revocable, and the proxy of any owner will automatically terminate on conveyance by such owner of his or her lot.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The number of directors that shall constitute the whole Board of Directors shall not be less than three (3) nor more than five (5), and within that minimum and maximum shall be such number as shall be from time to time specified by resolution of the Board of Directors; provided, however, no director's term shall be shortened by reason of a resolution reducing the number of directors. The directors need not be members of the Association or residents of the State of Texas.

Section 2. Nomination. Nomination for election to the board of directors may be by nominating committee, and may also be made from the floor at any annual meeting of members. The nominating committee will consist of a chairperson who is to be a member of the board of directors, and two or more members of the Association. The committee will be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment will be announced at each annual meeting. The nominating committee will make as many nominations for election to the board of directors as it will in its discretion determine, but in no event will it nominate less than the number of vacancies to be filled.

Section 3. Election. Election to the board of directors will be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes will be elected.

Section 4. Meetings.

A. Regular Meetings. Regular meetings of the board of directors will be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting will be held at the same time on the next following day, which is not a legal holiday.

B. Special Meetings. Special meetings of the board of directors will be held when called by the president of the Association, or by any two directors, after not less than ten (10) days' notice to each director.

C. Quorum. A majority of the directors will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present will constitute the act or decision of the board.

Section 5. Powers. The board of directors will have power to:

A. Adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

B. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;
C. Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the board of directors; and
D. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 6. Duties. It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by twenty-five percent (25%) of the Class A members entitled to vote at the meeting;
B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
C. As more fully provided in Article IV, paragraph 12 of the Declaration, to:
    1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
    2. Send written notice of each assessment to every owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and
    3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring action at law against the owner personally obligated to pay the same;
D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;
E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
G. Cause the common area to be maintained.

Section 7. Term of Office. The directors constituting the initial Board of Directors shall hold office until the first annual meeting of the directors, unless sooner displaced, including pursuant to an Organizational meeting. Thereafter, the directors shall be elected to a term of two (2) years. Notwithstanding the foregoing, each director shall hold office until his successor is duly elected and qualified. Directors may serve an unlimited number of terms. Directors need not be residents of the State of Texas.

Section 8. Compensation. No director will receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

Section 9. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his or her successor will be selected by the remaining members of the board and will serve the unexpired term of his or her predecessor.

ARTICLE V.

OFFICERS

Section 1. Enumeration of Offices. The officers of the Association will be a president and vice president, who will at all times be members of the board of directors, and a secretary, treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers will take place at the Organizational meeting and thereafter at the first meeting of the board of directors following each annual meeting of members.

Section 3. Term. The board will elect the officers of the Association annually. Each will hold office for term of one (1) year unless he or she will sooner resign, or will be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the Association

may require, each of whom will hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 6. Multiple Offices. The same person may hold the offices of secretary and treasurer. No person will simultaneously hold more than one (1) of any other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

A. President. The president will preside at all meetings of the board of directors, will see that orders and resolutions of the board are carried out, will sign all leases, mortgages, deeds, and other instruments.

B. Vice President. The vice president will act in the place of the president in the event of his or her absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by him or her by the board.

C. Secretary. The secretary will record the votes and keep the minutes of all meetings and proceedings of the board and of the members, keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of members, keep appropriate current records showing the members of the Association together with their addresses, and perform such other duties as may be required by the board or by law.

D. Treasurer. The treasurer will receive and deposit in appropriate bank accounts all funds of the Association, and will disburse such funds as directed by resolution of the board of directors; will keep proper books of account; and will prepare an annual budget and statement of income and expenditures, a copy of which documents will be delivered to each member, and a report on which will be given at the regular annual meeting of members.

Section 9. Surety Bonds. Such officers or agents of the Corporation as the members may direct, from time to time, may be bonded for the faithful performance of their duties, in such amounts and by such surety companies as the members may determine. The Corporation shall pay the premiums on such bonds, and the bonds so furnished shall be in the custody of the Secretary.

ARTICLE VI.

COMMITTEES

The board of directors shall, at the organizational meeting, and at the annual meetings, appoint an architectural committee in accordance with Article IV, Paragraph 20, of the Declaration. The board of directors may establish and appoint such other committees, including nominating committees, as they deem necessary and appropriate.

ARTICLE VII.

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments, which are not paid when due, are considered delinquent. If an assessment is not paid upon the due date, the assessment bears interest from the date of delinquency at the highest legal rate of interest per annum admitted under applicable laws of the State of Texas, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by non-use of the common area or abandonment of his or her lot.

ARTICLE VIII.

BOOKS AND RECORDS; INSPECTION

The books, records, papers of the Association will be subject to inspection by any member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association will be available for inspection by any member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

ARTICLE IX.

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that for the first fiscal year, such shall begin on the date of incorporation and will end on December 31 of that year.

ARTICLE X.

AMENDMENTS

These Bylaws may be altered, amended or repealed or new bylaws may be adopted at any meeting of the Board of Directors at which a quorum is present, by the affirmative vote of directors representing a two-third (2/3) majority of all members of the Board of Directors, provided notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting. Notwithstanding the foregoing, any such alteration, amendment or substitute bylaws shall be consistent in all respects with the Articles of Incorporation of the Corporation.

ARTICLE XI.

CONFLICTS WITH CERTIFICATE OF FORMATION OR DECLARATION OF COVENANTS

In the case of any conflict between the Certificate of Formation and these Bylaws, the certificate will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

ARTICLE XII.

CONDUCT OF MEETINGS, CONSENTS AND NOTICES

Section 1. Telephonic Meetings. Directors and committee members may participate in and hold a meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in such 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 the meeting is not lawfully called or convened.

Section 2. Consents. Any action required or permitted to be taken at any meeting of the members of any committee thereof may be taken without a meeting, if prior to such action, a written consent thereto is signed by the member or members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the members entitled to vote on the action were present and voted and such written consent is filed with the minutes of proceedings of the members or committee.

Section 3. Manner of Giving Notice. All notices given pursuant to the Articles of Incorporation or these Bylaws shall be in writing, shall be addressed to the person to receive notice at such address as it appears in the books and records of the Corporation, and shall either be (i) mailed by first-class mail, postage prepaid, registered or certified with return receipt requested, (ii) hand delivered to the intended addressee or (iii) sent by facsimile transmission followed by confirmatory letter. Notice so mailed shall be effective upon the expiration of three (3) days after its deposit; notice provided by facsimile transmission shall be effective on the date so transmitted, provided that such transmission is made during the recipient's normal business hours and delivery of a copy thereof,

together with confirmation of such transmission, is commenced the next business day by any of the other methods herein described; and notice given in any other manner shall be effective upon actual receipt by addressee.

Section 4. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Formation or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where attendance is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE XIII

CONFLICTS AND INDEMNIFICATION

Section 1. Conflict of Interest. Except as limited by the Certificate of Formation and Article 1396-2.25 of the Texas Non-Profit Corporation Act, no contract or other transaction between the Corporation and any person, firm, association or corporation and no act of the Corporation, shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the directors of the Corporation is pecuniarily or otherwise interested, directly or indirectly, in such contract, transaction or act, or is related to or interested in such person, firm, association or corporation as a director, shareholder, officer, employee, member or otherwise. Any director so interested or related who is present at any meeting of the Board of Directors or committee of directors at which action on any such contract, transaction or act is taken may be counted in determining the presence of a quorum at such meeting and the vote at such meeting of any such director may be counted in determining the approval of any such contract, transaction or act. No director so interested or related shall, because of such interest or relationship, be disqualified from holding his office or be liable to the Corporation or to any shareholder or creditor thereof for any loss incurred by the Corporation under or by reason of such contract, transaction or act, or be accountable for any gains or profits he may have realized therefrom.

Section 2. Indemnification of Officers, Directors, Employees and Agents.

A. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including appeals (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, or joint venture against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. 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 Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. The Corporation shall indemnify any person who was, or is a party, or is threatened to be made a party to any threatened, pending or completed claim, action, or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation or joint venture against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. To the extent that a director, officer, employee, or agent of the Corporation has been successful on

the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections (A) and (B) or in defense of any claim, issue, or matter therein, the Corporation shall indemnify such person against expenses (including attorney's fees) actually and reasonably incurred by him in connection herewith, notwithstanding that he has not been successful on any other claim, issue, or matter in any such action, suit, or proceeding.

D. Any indemnification under subsections (A) and (B), unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (A) and (B). Such determination shall be made (1) by the members by a majority vote of a quorum consisting of members who were not parties to, or who have been wholly successful on the merits or otherwise with respect to, such claim, 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) if not made in the instances provided for in (1) or (2) above, by the members.

E. Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit, or proceeding, when authorized in the manner provided in subsection (D), shall be paid by the Corporation upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount if and to the extent that it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this section.

F. The indemnification provided for herein shall not be deemed exclusive of, and shall be in addition to, any other rights (whether created prior or subsequent to the adoption of this Section of the Bylaws) to which an indemnified individual may be entitled under any statute, rule of law, provision of Certificate of Formation, Bylaws, agreement, vote of members, or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

UNANIMOUS CONSENT
OF BOARD OF DIRECTORS
OF OAKS OF WINDCREST
PROPERTY OWNERS' ASSOCIATION INC.

The undersigned, same being the members of the board of directors of Oaks of Windcrest Property Owners' Association, each for himself or herself, does herby consent to the adoption of the resolution set forth.

RESOLVED, that effective this date, the Oaks of Windcrest POA Bylaws be amended regarding Article III, Meetings of Members, Section 4 Quorum: The first sentence shall be amended as follows: "The presence at the meeting, in person or by proxy, of members entitled to cast thirty percent (30%) of all the votes of the membership will constitute a quorum for authorization of any action, except as may otherwise be provided in the Declarations, the articles of incorporation, or these Bylaws." All other information in the paragraph remains the same.

Jon H. Starnes, Chairman of the Board

Eddie W. Karam, Board Member

Karly Karam Glenn, Board Member

EFFECTIVE DATE November 1, 2008

BOARD OF DIRECTOR MINUTES
OAKS OF WINDCREST PROPERTY OWNERS ASSOCIATION

The meeting was called to order at 600 P.M. on February 26, 2009 by Jon H. Starnes, chairman of the board. Directors present were Jon H. Starnes, Eddie Karam and Karly Glenn. Chairman Starnes gave a status report on the assets of the Corporation and reported on the overall operations of the Corporation.

Motion was made by Eddie Karam, seconded by Chairman Starnes and unanimously approved, and it was

RESOLVED, that all transactions of OAKS OF WINDCREST PROPERTY OWNERS' ASSOCIATION and the acts of its directors and officers since the last Board of Directors Meeting be unanimously approved.

FURTHER RESOLVED, that effective in 2009, the Oaks of Windcrest POA Bylaws be amended as follows: Article IV, Board of Directors, Section 4. Meetings, A. Regular Meetings: "Regular meetings of the board of directors will be held once a year, during the first quarter of the year, without notice, at such place and hour as may be fixed from time to time by resolution of the board." All other verbiage in paragraph A. Regular Meetings is eliminated. All other information in Article IV remains the same.

FURTHER RESOLVED, that these minutes (February 26, 2009) shall serve as the annual board of directors meeting for 2009.

There being no further business to come before the Board, the meeting was adjourned.

Jon H. Starnes, Chairman of the Board

Eddie W. Karam, Member of the Board

Karly Karam Glenn, Member of the Board

UNANIMOUS CONSENT
OF BOARD OF DIRECTORS
OF OAKS OF WINDCREST
PROPERTY OWNERS' ASSOCIATION INC.

The undersigned, same being the members of the board of directors of Oaks of Windcrest Property Owners' Association, Inc., ("Association") each for himself or herself, does herby consent to the adoption of the resolution set forth.

Regarding: **AMENDMENTS TO BYLAWS OF OAKS OF WINDCREST SUBDIVISION**

RESOLVED, that effective this date, the Association's Bylaws are amended as follows:

Article III. Section 3. Notice of Meetings. Section 3 shall be deleted and replaced with the following:

Section 3. Notice of Meetings: Notice of each meeting of members will be given by, or at the direction of, the secretary or other person authorized to call the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of receiving notice. The notice shall be:

A. mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or
B. provided at least 72 hours before the start of the meeting by:
    1. posting the notice in a conspicuous manner reasonably designed to provide notice to the owner;
        a. in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
        b. on any Internet website maintained by the Association or other Internet media; and
C. sending the notice by email to each owner who has registered an email address with the Association.
D. The notice will specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting. It is specifically provided that in the event of a meeting to increase the annual assessment or to levy a special assessment pursuant to Article IV, Paragraphs 8 and 9, of the Declaration, or for the Annexation portion of the Declaration notice for this paragraph, and the quorum for the following paragraph, shall be as set forth in Article IV, Paragraph 10, of the Declaration.

Article IV. Section 1. Number and Qualification: The first sentence shall be amended to delete the words, "shall not be less than three (3) nor more than five (5)" and replaced with the words, "shall not be less than two (2) nor more than seven (7)." This change coincides with the Declaration of Covenants, Conditions, Restrictions and Easements for Oaks of Windcrest Subdivision Phase I and Phase II.

Article IV. Section 3. Election: The first sentence shall be deleted and replaced with the following: "Election to the board of directors will be in writing and signed by the member and electronic votes cast constitute written and signed ballots." All other information in the paragraph remains the same.

Article IV. Section 4. Meetings: Add the following paragraphs D and E:

D. Open Meetings: Regular and special board meetings shall be open to the owners subject to the right of the board to adjourn a board meeting and reconvene in closed executive session. Except for a meeting held by electronic or telephonic means, a board meeting shall be held in Gillespie County or in an adjacent county. The board may meet by any method of communication, including electronic and telephonic, without prior notice to owners if each director may hear and be heard by every other director, or the board may take action by unanimous written consent to consider routine and administrative matters or reasonably

unforeseen emergency or urgent necessity that requires immediate board action. The board may not, without prior notice to owners consider or vote on:

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure action;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in assessments
6. Appeals from a denial of architectural control approval; or
7. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

E. Notice of Meetings: Notice of each meeting of the board will be given to each members, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of receiving notice. The notice shall be:

1. mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or
2. provided at least 72 hours before the start of the meeting by:
    a. posting the notice in a conspicuous manner reasonably designed to provide notice to the owner;
    b. in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
    c. on any Internet website maintained by the Association or other Internet media; and
3. sending the notice by email to each member who has registered an email address with the Association.
4. The notice will specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Article VIII. Books and Records: Inspection: In the last sentence delete the words, "at a reasonable price." The next sentence shall read, "Property owners requesting copies of books and records of the Association, including financial records, may do so by paying costs as published for such service in the Texas Administrative Code, Section 70.3, as amended. The requesting party shall pay for the costs for the compilation, production, or reproduction of information requested in advance to the Association."

Jon H. Starnes, Chairman of the Board

Eddie W. Karam, Board Member

Terry Starnes, Board Member

EFFECTIVE DATE May 15, 2012

UNANIMOUS CONSENT
OF BOARD OF DIRECTORS
OF OAKS OF WINDCREST
PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned, same being the members of the board of directors of Oaks of Windcrest Property Owners' Association, Inc., each for himself or herself, does hereby consent to the adoption of the resolution(s) set forth.

Regarding: **RULES AND REGULATIONS OF OAKS OF WINDCREST SUBDIVISION**

Rules and regulations have been adopted by the Board of Directors of the Oaks of Windcrest Property Owners' Association, Inc., ("Association") pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Oaks of Windcrest Subdivision, Phase I and II, ("Restrictions") relating to the implementation and enforcement of the restrictive covenants. All subsequent Rules and Regulations are replaced by the following:

1. Property owners requesting subdivision information (Resale Certificate) as noted in Chapter 207 of the Texas Property Code shall submit their request in writing to the Association. The fee for a Resale Certificate is **$65.00**, payable to the Association.

2. The Association's administrative fee to record a transfer of title of property owners in the subdivision shall pay a fee of **$65.00** to process the change of administrative and accounting records, payable to the Association.

3. Property owners unable to pay their annual assessment on or before January 1st of each year may request in writing an alternative payment schedule. Owners may, as approved by the Association, pay for delinquent regular or special assessments or any other amount owned to the Association such amount(s) in four (4) equal monthly installments. The amounts will incur interest at 18% per annum including an administrative fee of **$50.00**.

4. All garages for residences shall be constructed in a sufficient size and manner as to allow the parking and storage of at least two vehicles (otherwise known as a double garage). No portion of a garage may be converted into a livable space or otherwise constructed or modified to provide for other than the storage of vehicles, the noncommercial storage of personal property, and other uses normal incidental to the residential garage, as approved by the Board of Directors.

5. Property owners wishing to install signs shall be in compliance with the City of Fredericksburg sign ordinance. For Sale and/or For Lease signs are permitted if consistent with the typical size and character of such signs. Contractor signs are allowed only during construction or improvement. Limit of one sign no larger than 24" x 24" for the duration of the project.

6. Parties requesting the Architectural Control Committee's approval of Plans and Specifications for improvements to a Lot that includes a structure shall include with the submission of Plans and Specifications a check for **$75.00** made payable to the Association. Each additional request for approval of miscellaneous items, including resubmission if the initial plans are rejected, shall be charged a fee of **$25.00**. Such fee shall accompany the written request.

7. Property owners installing a fence do not have to secure Architectural Control Committee's approval if the fence is constructed in accordance with Article 1, Paragraph 11 as noted in the Restrictions. Any fence not constructed as noted in the Restrictions, the owner will be instructed to remove the fence. Before the fence can be replaced, the property owner shall submit Plans and Specifications to the Architectural Control Committee for approval of Plans and Specifications for improvements to a Lot and shall include with the submission of Plans and Specifications a check for **$100.00** made payable to the Association. Fence posts must not be facing outward to the street. The City of Fredericksburg requires a permit to install or modify a fence.

8. Property owners installing a swimming pool do not have to secure Architectural Control Committee's approval if the swimming pool is constructed in accordance with Article 1, Paragraph 24 as noted in the Restrictions. Such swimming pool shall be constructed in accordance with all applicable governmental codes and ordinances; and, not be constructed within 4'-0" of any property line.

9. The City of Fredericksburg has a strict noise ordinance. It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound that exceeds limits established by the city. Any sound that exceeds the dB(A) levels set forth is in violation of the city ordinance and subject to a fine by the city. For more detail information refer to the City of Fredericksburg's website - http://www.fbgtx.org.

10. Property owners are required to keep the Association notified of any change in the information previously provided including pursuant to the Application for Membership and that any notice required to be given shall be deemed given, whether or not received, so long as it is sent out by the Association in accordance with the information then presently available according to its records.

These rules and regulations are effective as of the date set forth below, and shall continue in full force and effect until properly modified or amended by the Board of Directors of the Oaks of Windcrest Property Owners' Association, Inc. Violations of these rules and regulations may be enforced in the same manner and effect as violations as the Declaration of Covenants, Conditions, Restrictions and Easements for Oaks of Windcrest Subdivision Phase I and II.

Jon H. Starnes, Chairman of the Board

Eddie W. Karam, Board Member

Terry Starnes, Board Member

EFFECTIVE DATE May 15, 2012

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas

May 15, 2012 11:51:06 AM

FEE: $67.00 20121948
AF

KC