



City of San Antonio, Texas
Planning and Development Services Department

RECEIVED
08 NOV 26 AM 8:45
LAND DEVELOPMENT
SERVICES DIVISION

November 18, 2008

R. Marvin Shipman & Co.
202 W. Olmos
San Antonio, TX 78212

RE: Oak Northwest #3

To Whom It May Concern:

The Planned Unit Development Plan (PUD), Oak Northwest #3, has failed to comply with Sec. 35-2110. Time limit UDC:

An approved PUD plan shall remain valid for a period of three (3) years from the date of the last recorded plat or the date of planning commission approval if no plats are recorded. Time extensions for up to two (2) years may be granted by the planning commission if it finds that additional time is warranted. Failure to initiate development within the approved time period shall void the PUD plan and no building permits or utility connections shall be issued until a new or revised plan has been resubmitted and approved by the commission.

This PUD has been deemed invalid. The PUD will be scanned and archived with the Department's permanent files. If you feel this is in error, an appeal in writing may be filed within thirty days of receipt of this notice.

If you have any questions regarding this matter, contact Melissa Ramirez at (210) 207-7038.

Sincerely,

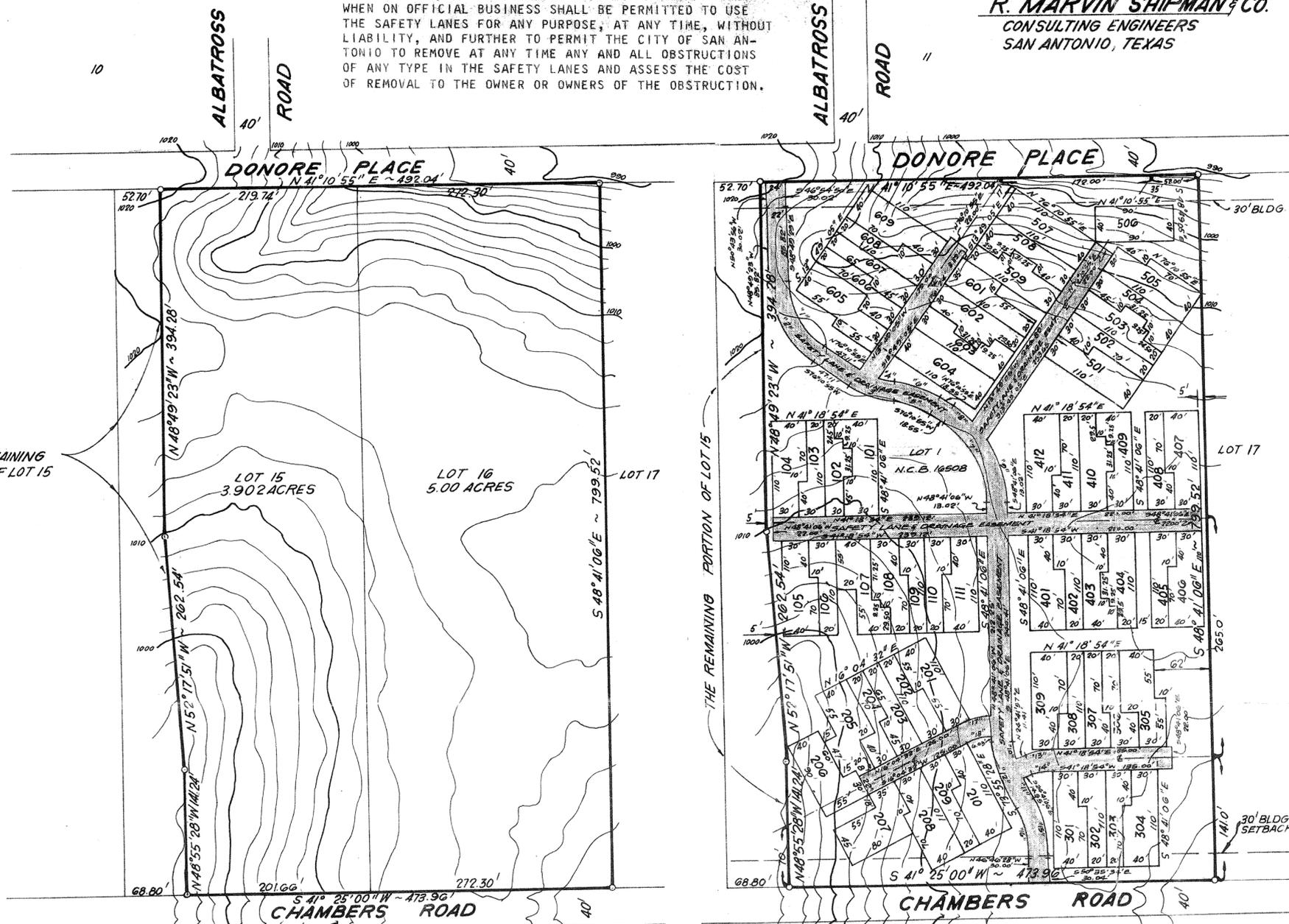
Fernando J. Deleón, P.E.
Assistant Director,
Planning and Development Services Department
Land Development Division

NOTE
 VEHICLES AND/OR PERSONNEL OF THE CITY OF SAN ANTONIO
 WHEN ON OFFICIAL BUSINESS SHALL BE PERMITTED TO USE
 THE SAFETY LANES FOR ANY PURPOSE, AT ANY TIME, WITHOUT
 LIABILITY, AND FURTHER TO PERMIT THE CITY OF SAN AN-
 TONIO TO REMOVE AT ANY TIME ANY AND ALL OBSTRUCTIONS
 OF ANY TYPE IN THE SAFETY LANES AND ASSESS THE COST
 OF REMOVAL TO THE OWNER OR OWNERS OF THE OBSTRUCTION.

R. MARVIN SHIPMAN & CO.
 CONSULTING ENGINEERS
 SAN ANTONIO, TEXAS

RESUBDIVISION PLAT
 OF
OAKS NORTHWEST P.U.D.
 BEING: A. 8.902 ACRE TRACT
 N.C.B. 16508 SAN ANTONIO, BEXAR COUNTY,
 TEXAS.

P-1(R-1)
 ZONING CASE # 5073
 ORD. # . 43090



STATE OF TEXAS
 COUNTY OF BEXAR
 THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO,
 AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT
 WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER
 ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES
 THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

STATE OF TEXAS
 COUNTY OF BEXAR
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
O. C. SPEIGHT, JR. KNOWN TO ME TO BE THE PERSON
 WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME
 THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
 EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 DAY OF APRIL,
 A. D. 1974

Florence Kaufman
 FLORENCE KAUFMAN, NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN
 ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

R. Marvin Shipman
 REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 22 DAY OF APRIL,
 A. D. 1974

Florence Kaufman
 FLORENCE KAUFMAN, NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT
 TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

R. Marvin Shipman
 REGISTERED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 22 DAY OF APRIL,
 A. D. 1974

Florence Kaufman
 FLORENCE KAUFMAN, NOTARY PUBLIC
 BEXAR COUNTY, TEXAS

THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF SAN ANTONIO HEREBY CERTIFIES THAT
 THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULA-
 TIONS AS TO WHICH THIS APPROVAL IS REQUIRED.

DIRECTOR OF PUBLIC WORKS
 BY: _____

THIS PLAT OF _____ HAS BEEN
 SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN
 ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.
 DATED THIS _____ DAY OF _____ A. D. 19____
 THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS

BY: _____ CHAIRMAN
 BY: _____ SECRETARY

STATE OF TEXAS
 COUNTY OF BEXAR
 COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY
 THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION
 WAS FILED FOR RECORD IN MY OFFICE, ON THE _____ DAY OF _____
 A. D. _____ AT _____ M. AND DULY RECORDED THE _____ DAY OF _____
 A. D. _____ AT _____ M. IN THE RECORDS OF _____
 OF SAID COUNTY, IN BOOK VOLUME _____ ON PAGE _____
 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS _____
 DAY OF _____ A. D. _____
 COUNTY CLERK, BEXAR COUNTY, TEXAS
 BY: _____ DEPUTY

THE REMAINING
 PORTION OF LOT 15

THE REMAINING
 PORTION OF LOT 15

- NOTE:
1. ALL PROPERTY LINES WHICH ARE NOT DENOTED WITH A BEARING ARE 90° TO ADJACENT PROPERTY LINES.
 2. LOT 1, N.C.B. 16508 CONTAINS 4.267 ACRES AND IS COMMON LAND USE AREA.
 3. ALL LOTS INCLUDED IN THIS SUBDIVISION ARE IN N.C.B. 16508.
 4. SAFETY LANES ARE DESIGNATED BY SHADED AREAS.

VACATING PLAT
 OF A PORTION OF
ALBATROSS HEIGHTS
 BEING: LOT 16, & A PORTION OF LOT 15, N.C.B. 11623,
 ALBATROSS HEIGHTS, SAN ANTONIO, TEXAS
 AS RECORDED IN VOLUME 368, PAGE 214 IN
 THE DEED AND PLAT RECORDS OF BEXAR COUNTY,
 TEXAS.

STATE OF TEXAS
 COUNTY OF BEXAR

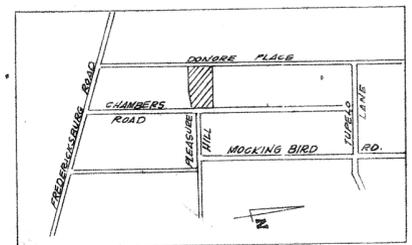
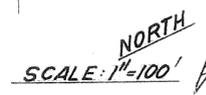
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE
 NAME IS SUBSCRIBED HERETO, HEREBY DECLARES LOT 16,
 AND A PORTION OF LOT 15, N.C.B. 11623, ALBATROSS HEIGHTS,
 TO BE VACATED AND ESTABLISHES THE AREA VACATED AS
 N.C.B. 16508 OAKS NORTHWEST P.U.D.

STATE OF TEXAS
 COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PER-
 SONALLY APPEARED O. C. SPEIGHT, JR. KNOWN TO ME
 TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORE-
 GOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE
 EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
 THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22
 DAY OF APRIL, 1974 A.D.

Florence Kaufman
 FLORENCE KAUFMAN, NOTARY PUBLIC
 BEXAR COUNTY, TEXAS



CURVE DATA

CURVE	RADIUS	DELTA	TANGENT	LENGTH
1	89.00	24°59'42"	40.35	88.43
2	111.00	25°21'42"	37.75	106.54
3	111.00	25°21'27"	38.04	106.54
4	82.00	14°02'47"	10.88	21.88
5	82.00	23°51'27"	22.40	44.05
6	111.00	25°21'27"	38.04	106.54
7	109.00	25°51'50"	36.26	104.85
8	131.00	12°03'10"	13.83	27.96
9	131.00	39°00'11"	34.50	75.45
10	138.00	03°54'52"	4.75	5.80
11	130.00	11°24'37"	13.85	27.68
12	161.00	24°20'41"	34.95	68.83
13	111.00	16°36'57"	12.21	23.75
14	82.00	16°36'57"	13.00	25.81
15	161.00	24°20'41"	34.95	68.83
16	138.00	26°29'41"	36.73	50.44
17	111.00	12°46'08"	12.83	25.27
18	82.00	18°28'24"	14.41	28.57

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

STATE OF TEXAS ' X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR X

THAT WHEREAS, OAKS NORTHWEST, INC., hereinafter called the Declarant, is the owner of all that certain real property located in Bexar County, Texas, described as follows:

Beginning at a point in the North R.O.W. line of Chambers Road, said point being N 41° 25' 00" E 68.80 feet from the S.W. Corner of Lot #15 and being the S.W. Corner of this tract;

Thence N 48° 55' 28" W 141.24 feet to a point for an angle point of this tract;

Thence N 52° 17' 51" W 262.54 feet to a point for and angle point of this tract;

Thence N 48° 49' 23" W 394.28 feet to a point in the South R.O.W. of Donore Place, said point being N 37° 25' 42" E 52.70 feet from the N.W. Corner of Lot 15, and being the N.W. Corner of this tract;

Thence N 37° 25' 42" E 492.04 feet along the south R.O.W. line of Donore Place to a point for the N.E. Corner of this tract, said point also being the N.E. Corner of lot 16;

Thence S 48° 41' 06" E 799.52 feet to a point in the North R.O.W. line of Chambers Road, said point being the S.E. Corner of Lot 16, and also being the S.E. Corner of this tract;

Thence S 41° 25' 00" W 473.96 feet along the North R.O.W. line of Chambers Road to the place of beginning and containing 8.902 acres of land more or less.

SUBJECT TO restrictions recorded in Volume 2209, Page 535, Deed Records of Bexar County, Texas.

SUBJECT TO mineral reservation as recorded in Volume 267, Page 140, Deed Records of Bexar County, Texas.

WHEREAS, the Declarant will convey the above described properties, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

ARTICLE ONE

DEFINITIONS

1.01. OWNER: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or portion of a lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and the Declarant.

1.02. PROPERTIES: "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.03. DECLARANT: "Declarant" shall mean and refer to OAKS NORTHWEST, INC., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development.

1.04. LOT: "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume _____ at Page _____ of the Deed records of Bexar County, Texas. The term "Lot" shall not include the Common Area nor any other reserves shown on the said map or plat.

1.05. DWELLING UNIT: "Dwelling Unit" shall mean and refer to each single family residential structure whether such structures are detached from other like units or not including any carports, garages or out buildings, if applicable, to be built upon the properties after such structure has been conveyed to an Owner.

1.06. ASSOCIATION: "Association" shall mean and refer to Oaks Northwest Homeowners Association, Inc., its successors and assigns.

1.07. COMMON AREA: "Common Area" shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the Owners. The Common Area is to be owned by the Association and for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Declarant, shall be sold, assigned and conveyed thereto without further consideration in fee simple, free of all liens and encumbrances by the Declarant upon the conveyance of the fiftieth residential unit to be constructed on the properties to an Owner, or June 1, 1977, whichever is earlier. Such Common Area is more particularly described as follows:

All of the hereinabove described 8.902 acres of land SAVE and EXCEPT Lots 1 through 60 inclusive, according to that certain plat recorded in Volume _____, Page _____ of the deed records of Bexar County, Texas.

*lots are
3 digit
numbers
on plat*

SUBJECT TO restrictions recorded in Volume 2209, Page 535,
Deed Records of Bexar County, Texas.

SUBJECT TO mineral reservation as recorded in Volume 267,
Page 140, Deed Records of Bexar County, Texas.

ARTICLE TWO

ARCHITECTURAL CONTROL

2.01. ARCHITECTURAL CONTROL COMMITTEE: Declarant shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Board of Directors of the Association.

2.02. APPROVAL OF PLANS AND SPECIFICATIONS: No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03. FAILURE OF COMMITTEE TO ACT: In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans and specifications for a period of thirty (30) days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE THREE

EXTERIOR MAINTENANCE

3.01. PROVISION FOR EXTERIOR MAINTENANCE: In addition to maintenance upon the Common Area, the Association shall

provide exterior maintenance upon each Dwelling Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces and enclosed patios.

3.02. ACTS OF OWNER: In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Dwelling Unit is subject.

ARTICLE FOUR

USE RESTRICTIONS

4.01. TYPE OF BUILDINGS PERMITTED: All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any portion of any Lot other than one family Dwelling Unit, whether or not detached from like units, not to exceed two stories in height and a private garage or carport with storage area for not more than two (2) automobiles. The Common Area shall be used for the recreation, health, safety and welfare of the residents and any buildings or other improvements, whether constructed by the Declarant or the Association, pursuant to the requirements of its governing instruments, which may be reasonably desirable to carry out such purpose will be allowable.

4.02. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision, or other authorized entity

using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner or the Association situated within any such easement.

4.03. NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED: No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4.04. PROHIBITED USES: No structure of a temporary character, trailer, mobile type home, basement, tent, shack, garage, prefabricated building or other outbuilding shall be used or placed on any Lot or the Common Area at any time either temporarily or permanently.

4.05. SIGNS: No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

4.06. OIL DEVELOPMENT PROHIBITED: No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, or the Common Area, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot, or the Common Area. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot or the Common Area.

4.07. RUBBISH, TRASH AND GARBAGE: No Lot or Common Area shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

4.08. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and so long as they do not violate the provisions of Paragraph 4.03 hereof.

4.09. TRUCKS, BUSES AND TRAILERS: No truck, bus, or trailer shall be left parked in the street in front of any Lot or any other portion of the Common Area, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of the Lot or the Common Area in such manner as to be visible from the street unless such is housed within the confines of the garage or carport provided for the Dwelling Unit.

4.10. PROHIBITED ACTIVITIES: No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot or the Common Area.

ARTICLE FIVE

PROPERTY RIGHTS

5.01. OWNERS' EASEMENTS OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit, subject to

the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Dwelling Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

5.02. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE SIX

MEMBERSHIP AND VOTING RIGHTS

6.01. ELIGIBILITY FOR MEMBERSHIP: Every Owner of a Lot and Dwelling Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot and Dwelling Unit which is subject to assessment.

6.02. CLASSES OF MEMBERS: The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Dwelling Unit owned. When more than one person holds an interest in any Dwelling Unit all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or portion thereof owned. 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on June 1, 1977.

ARTICLE SEVEN

COVENANT FOR MAINTENANCE ASSESSMENTS

7.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot or Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such

assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

7.02. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exteriors of the homes situated upon the Properties.

7.03. MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per Dwelling Unit or Two Hundred Forty Dollars (\$240.00) per Lot whichever is applicable.

(a) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

7.04. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

7.05. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 7.03 AND 7.04: Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 7.03 or 7.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

7.06. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Dwelling Units or Lots whichever is applicable and may be collected on a monthly basis.

7.07. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES: The annual assessments provided for herein shall commence as to all Lots and Dwelling Units on the first day of the month following the conveyance of the first Dwelling Unit to an Owner. The first annual assessment whether

on a Lot or a Dwelling Unit shall be adjusted according to the number of months remaining in the calendar year and shall be recomputed with respect to each Dwelling Unit and Lot when the same is conveyed to an Owner. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot or Dwelling Unit have been paid.

7.08. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Dwelling Unit.

7.09. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE EIGHT

GENERAL PROVISIONS

8.01. ENFORCEMENT: The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of

this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.02. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

8.03. DURATION AND AMENDMENT: The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Association or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners; during any succeeding ten (10) year period, the covenants, conditions, and restrictions of this Declaration may be amended during the last year of any such ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Bexar County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

Executed by the said Declarant, this _____ day of

_____,
1974.

OAKS NORTHWEST, INC.

BY: _____

Robert V. Buck, President

STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT V. BUCK, President of OAKS NORTHWEST, INC., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1974.

Notary Public, in and for
Bexar County, Texas

ARTICLES OF INCORPORATION

OF

OAKS NORTHWEST HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

NAME

The name of the Corporation is OAKS NORTHWEST HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE TWO

NONPROFIT CORPORATION

The Association is a nonprofit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES

The purposes for which the Association is organized are to provide for maintenance, preservation and architectural control of the Common Areas and exteriors of the residences located or to be located on 8.902 acres of land in Bexar County, Texas, more particularly described as follows, to-wit:

Beginning at a point in the North R.O.W. line of Chambers Road, said point being N 41° 25' 00" E 68.80 feet from the S.W. Corner of Lot #15 and being the S.W. Corner of this tract;

called the "Declaration", applicable to the property and recorded or to be recorded in the Deed Records of Bexar County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act as such law is now in effect or may at any time hereafter be amended;

(h) to do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this Association.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

Notwithstanding any of the foregoing statements of purposes and powers, this Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Association as set forth in this Article Four, and nothing contained in the foregoing statement of purposes shall be construed to authorize this Association to carry on any activity for the profit of its members, or to distribute any gains, profits, or dividends to its members as such.

This Association is organized pursuant to the Texas Non-Profit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for non-profit purposes.

ARTICLE FIVE

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 704 GPM Gower North, and the name of its initial registered agent at such address is ROBERT V. BUCK.

ARTICLE SIX

BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the Association is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

ROBERT V. BUCK	704 GPM Tower North San Antonio, Texas 78216
O. C. SPEIGHT, JR.	704 GPM Tower North San Antonio, Texas 78216
DANIEL E. MEYER	219 W. Rhapsody San Antonio, Texas 78216

ARTICLE SEVEN

INCORPORATORS

The name and street address of each incorporator is:

ROBERT V. BUCK	704 GPM Tower North San Antonio, Texas 78216
O. C. SPEIGHT, JR.	704 GPM Tower North San Antonio, Texas 78216
JAMES CARPENTER	704 GPM Tower North San Antonio, Texas 78216

ARTICLE EIGHT

MEMBERSHIP

Every person or entity who is a record owner of a free or undivided fee interest in any Lot or Dwelling Unit which

is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to any may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association.

ARTICLE NINE

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot or Dwelling Unit owned. When more than one person holds an interest in any Lot or Dwelling Unit, all such persons shall be members. The vote for such Lot or Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be case with respect to any Lot or Dwelling Unit.

Class B. The Class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on June 1, 1977.

ARTICLE TEN

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, we have hereunto set our hands, this _____ day of _____, 1974.

ROBERT V. BUCK

O. C. SPEIGHT, JR.

JAMES CARPENTER

STATE OF TEXAS X

COUNTY OF BEXAR X

I, _____, a notary public,
do hereby certify that on this _____ day of _____,
1974, personally appeared before me ROBERT V. BUCK, O. C.
SPEIGHT, JR. and JAMES CARPENTER, who, each being by me
first duly sworn, severally declared that they are the
persons who signed the foregoing document as incorporators,
and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal the day and year above written.

Notary Public, in and for
Bexar County, Texas

Thence N 48° 55' 28" W 141.24 feet to a point for an angle point of this tract;

Thence N 52° 17' 51" W 262.54 feet to a point for an angle point of this tract;

Thence N 48° 49' 23" W 394.28 feet to a point in the South R.O.W. of Donore Place, said point being N 37° 25' 42" E 52.70 feet from the N.W. Corner of Lot 15, and being the N.W. Corner of this tract;

Thence N 37° 25' 42" E 492.04 feet along the south R.O.W. line of Donore Place to a point for the N.E. Corner of this tract, said point also being the N.E. Corner of lot 16;

Thence S 48° 41' 06" E 799.52 feet to a point in the North R.O.W. line of Chambers Road, said point being the S.E. Corner of Lot 16, and also being the S.E. Corner of this tract;

Thence S 41° 25' 00" W 473.96 feet along the North R.O.W. line of Chambers Road to the place of beginning and containing 8.902 acres of land more or less.

SUBJECT TO restrictions recorded in Volume 2209, Page 535, Deed Records of Bexar County, Texas.

SUBJECT TO mineral reservation as recorded in Volume 267, Page 140, Deed Records of Bexar County, Texas,

and to promote the health, safety and welfare of the residents within the abovedescribed property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter

BYLAWS OF
OAKS NORTHWEST HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION
704 GPM Tower North

ARTICLE I

OFFICES

1.01. PRINCIPAL OFFICE: The principal office of the Association in the State of Texas shall be located in the City of San Antonio, County of Bexar. The Association may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

1.02. 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 II

DEFINITIONS

2.01. ASSOCIATION: "Association" shall mean and refer to OAKS NORTHWEST HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

2.02. PROPERTIES: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.03. COMMON AREA: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

2.04. LOT: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

2.05. OWNER: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.06. DECLARANT: "Declarant" shall mean and refer to OAKS NORTHWEST, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

2.07. DECLARATION: "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Deed Records of Bexar County, Texas.

2.08. MEMBER: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

2.09. DWELLING UNIT: "Dwelling Unit" shall mean and refer to each single family residential structure whether such structures are detached from other like units or not including any carports, garages or out buildings, if applicable, to be built upon the properties after such structure has been conveyed to an Owner.

ARTICLE III

MEETINGS OF MEMBERS

3.01. ANNUAL MEETING: An annual meeting of the members shall be held on the First day of May in each year, beginning with the year 1975, at the hour of 7:00 P.M., for the

purpose of electing Directors and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

3.02. SPECIAL MEETING: Special meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.

3.03. PLACE OF MEETING: The Board of Directors may designate any place, within the County of Bexar, State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place, either within or without the State, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.

3.04. NOTICE OF MEETINGS: Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the

notice of a meeting 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 records of the corporation, with postage thereon prepaid.

3.05. INFORMAL ACTION BY MEMBERS: Any action required by law to be taken at a meeting of the members 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 matter thereof.

3.06. QUORUM: The members holding twenty percent (20%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting for any action except as otherwise provided in the Articles of Incorporation, the Declaration or the Bylaws. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

3.07. PROXIES: At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot or Dwelling Unit.

3.08. VOTING BY MAIL: Where Directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV

BOARD OF DIRECTORS

4.01. GENERAL POWERS: The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of Texas or members of the corporation.

4.02. NUMBER, TENURE, AND QUALIFICATIONS: The number of Directors shall be three (3). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

4.03. REGULAR MEETINGS: A regular 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 members. The Board of Directors may provide by resolution the time and place, within Bexar County, Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

4.04. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within Bexar County, Texas, as the place for holding any special meetings of the Board called by them.

4.05. NOTICE: Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid.

If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

4.06. QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

4.07. MANNER OF ACTING: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

4.08. VACANCIES: Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.09 COMPENSATION: Directors as such shall not receive any stated salaries for their services, however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, but nothing herein contained

shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

4.10. INFORMAL ACTION BY DIRECTORS: Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

5.0. POWERS: The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

5.02. DUTIES: It shall 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 thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Class A or Class B members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in 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 thereto at least thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and exterior of the Dwelling Units to be maintained.

ARTICLE VI

OFFICERS

6.01. OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

6.02. ELECTION AND TERM OF OFFICE: The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

6.03. REMOVAL: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors

whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officers so removed.

6.04. VACANCIES: A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

6.05. PRESIDENT: The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6.06. 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 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. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.09. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES:

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VII

COMMITTEES

7.01. COMMITTEES OF DIRECTORS: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of

6.07. TREASURER: If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of these bylaws; cause to be kept proper books of account; cause upon resolution of the Board of Directors an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.08. SECRETARY: The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal as duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of Secretary and such

Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on its or him by law.

7.02. OTHER COMMITTEES: Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03. TERM OF OFFICE: Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04. CHAIRMAN: One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

7.05. VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06. QUORUM: Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07. RULES: Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

8.01. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

8.02. CHECKS AND DRAFTS: All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03. DEPOSITS: All funds of the Association shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositaries as the Board of Directors may select.

8.04. GIFTS: The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

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 members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

ARTICLE XI

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 upon the property against which the assessment is made.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal of Oaks Northwest Homeowners Association, Inc."

ARTICLE XIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

AMENDMENTS TO BYLAWS

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the members present at any regular meeting or special meeting thereof.

ARTICLE XV

ARTICLES AND DECLARATION CONTROL

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