

FAIRWAYS OF WOODLAKE
HOMEOWNERS ASSOCIATION

COVENANTS AND BYLAWS

APPENDIX A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CONTENTS

	<u>TITLE</u>	<u>Page</u>
	Recitals	1
Article	1 - General	2
	2 - Membership and Voting Rights	3
	3 - Assessments	3
	4 - Restrictions and Protective Covenants	6
	5 - Easements	13
	6 - Miscellaneous Provisions	13

SCANNED



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FAIRWAYS OF WOODLAKE**

AMMENDED EFFECTIVE SEPTEMBER 1, 2015

RECITALS

1. Affected Lots. The Fairways of Woodlake Unit I is a subdivision established by a Plat recorded in Volume 9504, Pages 117 and 118, and amended by a Plat recorded in Volume 9508, Page 76, both of the Deed and Plat Records of Bexar County, Texas ("Unit I"). The Fairways of Woodlake Unit II is an adjoining subdivision established by a Plat recorded in Volume 9515, Page 20 of the Deed and Plat Records of Bexar County, Texas ("Unit II"). The lots which are subject to this document are Lots 2 through 24, inclusive, 26 and 28 through 66, inclusive, of Unit I as shown on the Plats referenced above ("Unit I Lots"), and Block 3, Lot 67-134, inclusive, of Unit II ("Unit II Lots"). The Unit I Lots and the Unit II Lots are referred to herein as the "Lots". Lot 27 of Unit I and Lot 137 of Unit II are private streets and are also covered by this Declaration.

2. Merger of Associations. Owners of the Unit I Lots are members of the Fairways of Woodlake Homeowners Association, Inc. (sometimes referred to herein as the "Surviving HOA") and owners of the Unit II Lots are members of the Woodlake Unit II Homeowners Association, Inc. (sometimes referred to herein as the "Merging HOA"). The Surviving HOA and the Merging HOA have each, independently and by requisite vote of members, agreed to merge the Merging HOA into the Surviving HOA, upon certain conditions. One of those conditions to the merger is the unification of restrictive covenants, conditions and restrictions currently existing against the Unit I Lots with those existing against the Unit II Lots.

3. The Unification of Restriction. This Amended and Restated Declaration of Covenants, Conditions and Restrictions amends, restates and replaces in entirety all covenants, conditions and restrictions previously published with regard to Unit I and/or Unit II, specifically including those contained in documents recorded in Volume 2221, Pages 141-146; Volume 3038, Pages 1775-1792; Volume 3063, Pages 510 and 511; Volume 4199, Pages 636-638; Volume 4199, Pages 639-656; Volume 4552, Pages 491-504; Volume 5523, Pages 905-919; and Volume 5523, Pages 905-919, all of the Real Property Records of Bexar County, Texas (as to Unit I); and the documents regarding Unit II Lots specifically including but not limited to those recorded in Volume 3858, Page 1133 and Volume 4100, Pages 621-635 of the Real Property Records of Bexar County, Texas (but not including those restrictions contained in Deed recorded in Volume 2221, Page 141 as to Unit I Lots and Unit II Lots).

4. Purposes of HOA. The primary purposes of the Surviving Association are:

(a) To provide for the management, disposition, maintenance, preservation and beautification of the streets, walls and fences, security gates and common areas in the Fairways of Woodlake.

(b) To promote the health, safety and welfare of the residents of said addition.

(c) To provide architectural control in the construction of dwellings and other structures in the Fairways of Woodlake, an addition in Bexar County, Texas, and to insure the achievement of a uniformly high standard of quality homes in said addition.

The Association hereby declares and agrees that the covenants, restrictions and conditions, hereinafter set forth are to run with the lots for the purpose of enhancing and protecting their value and desirability and shall benefit and be binding upon all parties and all persons owning lots, their heirs, personal representatives, successors and assigns. Any and all contracts, purchase agreements, or deeds affecting any lot shall be deemed to have these covenants, restrictions and conditions incorporated therein by reference, and any and all such contracts, purchase agreements, or deeds affecting any lot shall be conclusively held to have been executed, delivered, and accepted with the full knowledge of all covenants, restrictions and conditions contained herein.

ARTICLE 1

GENERAL

1.1 Definitions. In addition to other terms defined herein, the following terms shall have the meanings set forth in this Article I of this agreement:

A. "Association" shall mean and refer to the Fairways of Woodlake Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns.

B. "Member" shall mean and refer to every owner of a lot in the Fairways of Woodlake.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot, including contract sellers, but excluding any party having such interest merely as security for the performance of the obligation.

D. "Zero-lot-line" shall mean a continuous line along which a house foundation is oriented that shall provide for the construction of a house with an exterior fire resistant masonry wall that shall have no openings such as windows, doors, vents or

exhaust outlets. A triangle identifies the zero-lot-line on the plat.

E. "Plat" shall mean the plats attached hereto as Exhibit "A" which locate the area, provides the lot number, the dimension, configuration and the zero-lot-line.

F. "Architectural Control Committee" shall consist of those persons identified or selected pursuant to Section 4.19 below.

G. "Unit I Lots" are defined in Section 1 of the Recitals above.

H. "Unit II Lots" are defined in Section 1 of the Recitals above.

I. "Lots" or "lots" are the Unit I Lots and the Unit II Lots of the Fairways of Woodlake.

J. "Fairways of Woodlake" means Unit I and Unit II of the Fairways of Woodlake subdivisions.

ARTICLE 2

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Each lot owner shall automatically be a member of the Association. No owner shall have more than one membership per lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot.

2.2 Voting Rights. Each member shall have one vote for each lot owned. When two or more persons or entities hold an undivided interest in any lot, all such persons or entities shall decide among themselves how they will exercise their vote, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE 3

ASSESSMENTS

3.1 Covenants for Assessments. Each owner of each lot, by acceptance of a deed therefore, whether or not expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) an annual assessment and (2) any special assessment to be fixed, established, and collected from time to time as determined by the Board of Directors of the Association.

3.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of (a) maintaining (i) the private streets as shown on the plat, (ii) all common walls or fences now existing or hereafter erected on the property, (iii) all common landscaping and mowing incident thereto, (iv) the security gates at the entrances to the subdivision, (v) cost of security guards, (b) promoting the general welfare of the Owners, and (c) carrying out the purposes of the Association as stated in its Articles of Incorporation. Expenditures for any such purposes shall be permissive and not mandatory, and the decision of the Association shall be final so long as made in good faith.

3.3 Special Assessments. In addition to the annual assessments authorized above, the Association may levy an assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost for expenses which are unplanned, unbudgeted, unexpected, or for which no other provision is made; PROVIDED, HOWEVER, any such special assessment must be approved by a majority of the total eligible votes of the membership of the Association as defined in Section 2.1, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than 30 days in advance and shall set forth the purpose of the meeting.

A special assessment may also be imposed pursuant to section 4.17 or 4.18, wherein the Association has the right to cause the maintenance or other action required under those sections for each lot to be done at the expense of the owner, and a special assessment shall be imposed on the owner of such lot for the cost of such maintenance or other action.

3.4 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

3.5 Commencement Date of Annual Assessment. The first annual assessment provided for commenced on January 1, 1989 for Unit I Lots and January 1, 1988 for Unit II Lots, and shall continue thereafter annually from year to year.

3.6 Due Date of Assessments. The annual assessment shall be due and payable on July 1 of each year and delinquent if not paid by July 31 of such year or such other date or dates as determined by the Association. The due date and delinquent date of any special assessment under Section 3.3 shall be fixed in the resolution authorizing such assessment.

3.7 Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of each respective Owner, and no Owner may exempt itself from liability therefor. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the

amount of the assessment from the due date thereof, together with all costs and expenses, including reasonable attorneys' fees.

3.8 Lien for Assessment. All sums assessed but unpaid by an Owner for the annual or special assessments chargeable to its respective lot, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such lot superior to all other liens and encumbrances, except only for:

A. All taxing and special assessment levied by governmental and taxing authorities; and

B. All liens securing sums due or to become due under any duly recorded vendor's lien or purchase money or improvement deed of trust.

The Association shall have the power to subordinate the aforesaid assessment lien to any other lien, such power being entirely discretionary with the Association. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by any officer of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 3.5, and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or foreclose on the aforesaid lien judicially. Each Owner, by acceptance of a deed to any lot and the improvements thereon, expressly vests in the association or its agents, a power of sale in connection with said lien. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon written request of any mortgagee holding a prior lien on any part of the property, the Association shall report to said mortgagee any unpaid assessment remaining unpaid for longer than thirty (30) days after the same are due.

3.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any lot to secure the payment of monies advanced and used for the purpose of purchasing and/or constructing improvements on such lot. Sale or transfer of any lot and the improvements thereon shall not affect the assessment lien nor shall such sale or transfer relieve such lot and the improvements thereon, or the Owners thereof, from liability for any assessments thereafter

becoming due or from the lien thereof; provided, however, that the sale or transfer of any lot and the improvements thereon pursuant to a foreclosure under such purchase money or improvement mortgage or deed of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer but subsequent to the date of the mortgage or deed of trust.

ARTICLE 4

RESTRICTIONS AND PROTECTIVE COVENANTS

4.1 Use. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, temporary building, out building or guest house visible from adjacent property or from public thoroughfares shall be erected on any lot without approval in writing from the Association. No trade or business of any kind shall be conducted upon a lot or any part thereof. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a residence.

4.2 Building Materials. All roofing material shall consist of tile, slate or metal. Exteriors shall consist of not less than seventy-five percent (75%) masonry which includes brick, stucco and glass. A variance from the provisions of this article may be granted upon the affirmative vote of two-thirds of the members of the Architectural Control Committee.

4.3 Building Area. All buildings on Unit I Lots shall be constructed on the zero-lot-line of the lot and buildings on all lots shall have 1600 square feet or more of fully enclosed floor area exclusive of attached garages, terraces, open porches, eaves and overhangs.

4.4 Setback Requirements. No building shall be located on any lot nearer than twenty feet (20') to the front lot line, or nearer than five feet (5') to any side street line. No building or dwelling shall be located on any Lot nearer than ten feet (10') from the rear lot line unless the lot in question is subject to an easement that extends further than ten feet (10') from the rear boundary line to the interior of the lot in which case the rear lot line building or dwelling set back line shall be the same distance as that of the applicable easement from the rear property line to the interior of the lot in question. No building shall be constructed within ten feet (10') of any existing buildings situated on an abutting lot (an "existing building" is herein defined as building whose foundation has been poured). For the purposes of this covenant, eaves, steps, returns and open porches shall not be considered as a part of a building; however, this exception shall

not be construed to permit any portion of a building to encroach upon another lot. With written approval of the Architectural Control Committee, any setback requirements herein set forth may be waived by the Architectural Control Committee, where, in its opinion, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Should the plot plan or plat submitted to the Architectural Control Committee which shows the location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variances.

4.5 Fences, Walls and Hedges.

- A. ACC Approval. Any fence or wall, permanent or temporary, must be approved by the Architectural Control Committee prior to construction.
- B. Standards. No wire or woven fence is permitted on any part of any lot. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property. If any fence built over an easement is removed for utility services, it will be restored at owner's expense. All existing permanent or temporary fences shall be maintained so that they are at a 90° angle to level ground and all damaged posts and fence materials shall be expeditiously repaired. The framework of all wooden fences shall face inward.
- C. Construction - Temporary Fences. If no dwelling has been constructed on the lot adjacent to an owner's present dwelling, that owner may erect a temporary wooden fence to provide privacy on the lot line of the vacant lot, but such fence shall be no closer to the front or rear of the lot than the slab of the owner's existing dwelling. This slab length restriction applies only to lots abutting the golf course. The owner erecting the fence shall be responsible for constructing it to be upright and in a straight line along the property line. Such fence shall be removed by the owner who erected the fence at or before the start of construction on the vacant lot.
- D. General Hight Restriction. Except as specifically provided below, in no event will the height of any fence, wall or hedge or combination thereof be greater than six feet (6').
- E. Front and Side Restrictions. No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the dwelling on said lot. For lots

not abutting the golf course, fences, walls and hedges are permitted along, but inside, the property lines adjoining side streets, but not closer to the front streets than permitted by the setback requirements for dwellings specified above.

- F. Golf Course Lots. Any fence or wall erected on any lot abutting the golf course any nearer to the rear boundary line of such lot than the dwelling shall be of a material of like nature to that of the exterior material of the dwelling. The fence, wall or hedge in the rear or side of the dwelling shall not be greater in height than three feet, with the exceptions that (i) in the event the purpose of the fence or wall is to provide an enclosure for household pets in the backyard, three feet (3') of height may be added to the fence or wall by using wrought iron which will assure that the view of the golf course by the surrounding property owners is not blocked, and (ii) a privacy fence or wall on Lots 13-14, 33-34, 46-47, and 56-57 of Unit I for a specific use such as to provide the privacy of a courtyard will be permitted so long as the privacy wall is an extension of the wall of the house along the width and the length of the house, is no closer to the front or rear of the lot than the slab of the dwelling, and is constructed of the same material as the house and is not greater in height than nine feet (9').

4.6 Utilities. All utilities, including without limitation telephone wiring, shall be placed below grade except that transformers or any other equipment which it is impractical to place below grade may be placed above grade.

4.7 Garages. No garage shall be constructed on any lot except as an integral part of the residence it is intended to serve.

4.8 Water and Sewer. No individual water supply system or sewage disposal system shall be permitted on any lot and all residences must attach to such facilities as are provided by the water and sanitation district serving the area. No structure shall be occupied unless and until the premises are connected in a proper way with the San Antonio River Authority sewage system.

4.9 Mineral Exploration and Development. No operations for mining or exploration for or removal of any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind shall be conducted on any lot.

4.10 Signs. No signs whatsoever (moveable or affixed) (including but not limited to commercial, political and similar signs) which are visible from adjacent property or from public thoroughfares shall be erected or maintained on any lot except:

A. Such signs as may be required by law.

B. Traffic and vehicle control signs.

C. During the time of construction of any building or other improvements, one lot identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width.

4.11 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats (not more than three (3) in combined total per household) or other household pets may be kept thereon provided that they are not kept, bred or maintained for any commercial purpose. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from adjacent property or from public thoroughfares. An animal belonging to any member shall always be under leash control when the animal is allowed outside of the lot of that member.

4.12 Clotheslines. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained unless concealed within a fenced service yard or otherwise concealed and not visible from adjacent property or thoroughfares.

4.13 Recreational Vehicles, Boats, and On Street Parking. No vehicle of any kind (including but not limited to motor vehicles, campers, trailers and boats) shall be parked overnight on any street. No trailer, camper, motor home or boat shall be placed, maintained, stored or parked on a lot unless it is stored within the garage and in no event shall be visible from adjacent property, thoroughfares or the golf course; provided, however, that a trailer, camper, motor home or boat belonging to a homeowner may be parked in the owner's driveway for a period not to exceed 48 hours when preparing for or returning from travel. A motor home in which a house guest of a homeowner is traveling may be parked in the host's driveway for a period not to exceed 48 hours.

4.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such machinery or equipment as is usual and customary in San Antonio, Texas area in connection with the use and maintenance or construction of a private residence or appurtenant structure; provided, however, such machinery or equipment may be so placed, operated or maintained by any governmental or quasi-governmental agency or a public utility. However, machinery and equipment for a home workshop may be placed, operated and maintained inside a private residence, including an enclosed garage.

4.15 Antennas and Signals. No exterior antenna or other device for the transmission or reception of any form of electromagnetic

radiation shall be erected, used or maintained on any lot except for (a) simple television antennas (no satellite dishes with a diameter greater than eighteen inches will be allowed) not extending more than fifteen feet (15') above the highest point on the roof line, and (b) other antennas erected with the prior written approval of the Association as to height, location and appearance of the proposed antenna and its effect on the adjacent properties and the character of the neighborhood. No radio signals or television signals or any other form of electromagnetic radiation shall originate from any lot which interfere with the receipt of television or radio signals on any other lot.

4.16 Temporary Structures and Vehicles. No permanent tent or similar structure or inoperable motor vehicle of any type shall be kept, placed, maintained, constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from adjacent property or public thoroughfares; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any improvement approved in accordance herewith. In addition, no motor vehicle of any type, whether operable or inoperable, may be constructed, reconstructed or repaired upon any property or street or private driveway in such a manner as will be visible from adjacent property or public thoroughfares. No trailer, tent, camper, garage or other temporary structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction, repair or remodeling of a dwelling shall be moved immediately after the completion of construction.

4.17 Nuisances. The land and improvements constituting or located on each lot shall not be used so as to disturb the neighborhood or occupants or adjacent property nor to constitute a nuisance, nor to violate any public law, ordinance or regulation from time to time applicable thereto. No such land and improvements shall be used for any purpose which will create or emit any objectionable, offensive or obnoxious odors, dust, gas, fumes, liquids, noises or other such materials or conditions. Except during the period of construction of a home or other structure, or during time required for the improvement or maintenance of a home or other structure, no Owner shall permit any rubbish or debris of any kind to be placed or to accumulate upon any lot. No Owner shall permit any thing or condition to exist upon any lot which shall induce, breed, or harbor plant disease or noxious insects or other pests. No lighting or illumination of any type shall be placed upon any lot in such a manner as to cause unreasonable glare or illumination on any other lot or on public thoroughfares. In the event this covenant is not complied with by the owner, then the Association has the right to cause the action required under this Section to be taken at the expense of the Owner and a special assessment shall be imposed upon the Owner for the costs of such action.

4.18 General Maintenance. The Association shall provide the landscape maintenance for the screening wall, entry gates as well as the "open spaces", which shall include the care of trees, foliage and plants. It will be the responsibility of each Owner to maintain front yards as well as the courtyard areas to the side and rear of the dwelling which are located behind the setback lines on the Plat. It will also be the responsibility of the Owner to maintain the exterior of his dwelling and/or any unimproved properties and otherwise keep the improvements thereon in conformity with the general character and quality of properties in the immediate area. During the process of approved new construction or alteration and refurbishing existing improvements, each lot owner has the responsibility to see that debris generated is placed into a proper receptacle on a daily basis in order to insure cleanliness and safety. In the event this covenant is not complied with by the Owner, then the Association has the right to cause the maintenance required under this Section to be done at the expense of the owner and a special assessment shall be imposed upon the Owner for the costs of such maintenance.

4.19 Architectural Review. So long as Rayco, Ltd. owns one or more lots in Unit II, there shall be two separate architectural control committees: (i) The "Unit I Architectural Control Committee" to carry out the functions of the architectural control committee with regard to Unit I Lots and with regard to modifications, deletions or additions to existing improvements on Unit II Lots, and (ii) the "Unit II Architectural Control Committee" to carry out the functions of the architectural control committee with regard to the construction of new houses on Unit II Lots. The Unit I Architectural Control Committee currently consists of Allen Snook, Scott Fawcett and Doug Barker. The Unit II Architectural Control Committee currently consists of Robert White, Jesse Murphy and Ken Gancarczyk. During any time in which Rayco owns one or more lots in Unit II, any vacancies on the Unit I Architectural Control Committee shall be appointed by the Board of Directors of the Association, and any vacancies on the Unit II Architectural Control Committee shall be appointed by Rayco, Ltd. (or its named successor). Upon the date on which Rayco no longer owns any Unit II Lots, the Unit I Architectural Control Committee and the Unit II Architectural Control Committee shall be unified and consist of three (3) persons appointed by the Board of Directors of the Association, each of whom shall be a lot owner, and shall designate one of them as chairman of the Committee, and each member shall serve at the pleasure of the board of directors until another owner is appointed to replace any member. No dwelling, accessory structure or fence shall be erected or maintained on any lot until the building plans and specifications for same and a plot plan (accurately showing the proposed location of same) have been approved by the appropriate Architectural Control Committee. In reviewing building plans, the Architectural Control Committee shall consider the overall suitability and architecture of the proposed placement on the lot and the architectural and aesthetic qualities

of proposed building materials and the height relationships of all improvements. This section shall be applicable to initial construction and to alterations, changes and additions at any time subsequently made. During the review of construction plans for houses, the Architectural Control Committee shall insure that all setbacks are in compliance, zero-lot-line walls reflect no openings, rain gutters along the roof line on the zero-lot side are indicated, and the elevation clearly show that eaves overhang the exterior wall at least twelve inches (12"). In no case shall an Architectural Control Committee's approval of proposed improvements be unreasonably withheld.

4.20 Procedure of the Architectural Control Committee. The Association shall publicize the names of all members of the Committee and designate the address of the Committee for the submission of plans. The Committee shall act as promptly as possible to approve or disapprove, in whole or in part, any plans submitted and may consult with the person submitting any plan for any clarification required. If any plan submitted is not acted upon by the committee within 30 days or less, the plan shall be deemed to be approved.

4.21 Variance. A specific request for a variance as to any condition or restriction may be submitted to the Architectural Control Committee as a part of the plans. If a plan submitted to the Committee shows on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

4.22 Completion of Dwelling. All approved dwellings and structures shall be completed within six (6) months following commencement of construction.

4.23 Recreational Equipment. No basketball stanchions, backboard or other similar recreational equipment shall be erected, placed or maintained unless concealed in the backyard of the dwelling and not visible from major thoroughfares or the golf course. Recreational equipment cannot be attached or affixed to a dwelling or cemented or permanently attached or affixed to a lot without the prior written approval of the Architectural Control Committee.

ARTICLE 5

EASEMENTS

5.1 Easements. Easements for installation and maintenance of walls, utilities and drainage facilities serving the lots are reserved as shown on the Plats. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage ways in easements. In the event a property owner needs to maintain and/or repair the zero-lot-line side of his house, the owner of the lot adjacent to the zero-lot-line side shall provide a five foot (5') ingress-egress and maintenance easement along the zero-lot-line side for the purpose of maintenance and/or repair. Each owner shall install rain gutters along the roof line of the zero-lot-line side of his house in order to prevent a drainage problem on the adjacent lot.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 Duration. This Declaration and the covenants, conditions and restrictions set forth herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, each Owner, and their respective legal representatives, heirs, and successors, for a term beginning on the date this Declaration is recorded, and continuing through and including December 31, 2009, after which time (meaning after December 31, 2009) said covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by the membership of the Association in the manner prescribed in Article 6.2 hereof.

6.2 Amendment. All articles of these covenants, conditions and restrictions may be amended or terminated at any time by sixty percent (60%) of the total eligible votes of the membership. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. An amendment or termination shall become effective when an instrument is filed in the Official Public Records of Real Property of Bexar County, Texas. The instrument reflecting any amendment or termination subsequent to these amendments may be executed and filed by the Association, acting through its President, with an affidavit of the President, attested by the Secretary, stating on oath that each amendment or termination shown in the instrument has been approved by sixty percent or more of the total eligible votes of the membership as provided above and that the signatures of those members are

attached to a true copy of the amendment or termination filed and to be permanently retained in the record book of the Association. Attached hereto and incorporated herein as Exhibits B-1 and B-2 are the requisite affidavits of the Presidents of the Merging HOA and the Surviving HOA. Those signatures shall not be required to be attached to the instrument filed in the Official Public Records of Real Property of Bexar County, Texas. No action of amendment shall:

- A. Deprive any lot owner of reasonable access to such lot;
- or
- B. Reduce the frontage or depth of any lot to that which is less than that lot now containing the least frontage and depth; or
- C. Reduce the 1600 square feet living space requirement of Section 4.3 hereof; or
- D. Reduce the aggregate 10' side setback restriction to less than 10'; or
- E. Modify or vary the general development plan as herein set out.

6.3 Enforcement. The Association shall have the right (but not the duty) to enforce any of the covenants, conditions and restrictions set out in this document. The Association shall have the right (but not the duty) to enforce any of the covenants, conditions and restrictions set out in this Declaration or hereafter filed by any subsequent Owner. Enforcement of the covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants, conditions and restrictions; and failure by the Association or any Owner to enforce any such covenant, condition or restriction shall, in no event, not be deemed a waiver of the right to do so thereafter. Neither the Association nor any owner shall be personally liable for any decision or action or failure to act under or pursuant to these covenants, conditions and restrictions.

6.4 Severability of Provisions. If any paragraph, section sentence, clause or phrase of this Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

6.5 Notice. Wherever written notice to a Member (or Members) is permitted or required hereunder, such notice shall be given by mail to the Member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

6.6 Prior construction. Any constructions or improvements that are in place as of the effective date of this declaration that were made pursuant to and in accordance with the covenants in effect at the time of that prior construction of improvements shall not be deemed to be in violation of this declaration.

6.7 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

This document is dated and effective as of September 1, 2015.

FAIRWAYS OF WOODLAKE HOMEOWNERS
ASSOCIATION, INC.

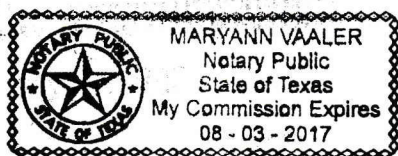
By *Richard E. Hearne*
Richard E. Hearne, President

ATTEST:

Mary Vega
Mary Vega, Secretary

THE STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 7 day of September,
2015, by Richard E. Hearne as President of the Fairways of Woodlake
Homeowners Association, Inc.



Maryann Vaaler
Notary Public, State of Texas

Doc# 20150174855 Fees: \$86.00
09/14/2015 9:13AM # Pages 16
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 14 2015



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

APPENDIX B

BY-LAWS

CONTENTS

	<u>TITLE</u>	<u>Page</u>
Article	1 - Name and Location	1
	2 - Definitions	1
	3 - Membership and Voting Rights	2
	4 - Meetings of Members	2
	5 - Board of Directors	3
	6 - Powers and Duties of the Board of Directors	5
	7 - Officers	6
	8 - Books and Records	7
	9 - Assessments	7
	10 - Mergers	10
	11 - Waiver of Notice	10
	12 - Amendment to By-Laws	10
	13 - Purposes	10
	14 - Miscellaneous	11

BY LAWS

FAIRWAYS OF WOODLAKE HOMEOWNERS' ASSOCIATION, INC

AMENDED EFFECTIVE SEPTEMBER 1, 2015

ARTICLE ONE

NAME AND LOCATION

Section 1. Name. The name of the corporation is Fairways of Woodlake Homeowners' Association, Inc., hereinafter referred to as the "Association".

Section 2. Principal Office. The principal office of the Association shall be located in the County of Bexar, State of Texas, 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.

Section 3. Registered Office and Agent. The Corporation 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; and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE TWO

DEFINITIONS

Section 1. "Association" shall mean and refer to Fairways of Woodlake Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Single Family Lot, including contract sellers, but excluding any party having such interest merely as security for the performance of an obligation.

Section 4. "Property" shall mean and refer to that certain real property located in Bexar County, Texas, and described in the Declaration of Covenants, Conditions and Restrictions for The Fairway of Woodlake.

Section 5. "Single Family Lot" shall mean and refer to any one of the building locations in Block 3, Lots 2 through 24, inclusive, 26, and 28 through 134, inclusive, Fairways of Woodlake, an addition in Bexar County, Texas, as shown on the plat thereof (hereinafter called the "Plat"), recorded in Volume 9604, Pages 117 and 118, amended by

Plat recorded in Volume 9508, Page 76 and Plat recorded in Volume 9515, Page 20 of the Deed and Plat Records of Bexar County, Texas. Lots 27 and 167 are private streets and are also covered by the Declaration of Covenants, Conditions and Restrictions

ARTICLE THREE

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each and every owner shall automatically be a member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Single Family Lot.

Section 2. Voting Rights. Each member shall be entitled to one vote for each Single Family Lot in which such members hold the interest required for membership under Article Three, Section 1. When two or more persons or entities hold undivided interests in any Single Family Lot all such persons or entities shall be members, and the vote for such Single Family Lot shall be exercised as they, among themselves, determine; but in no event shall more than one vote be cast with respect to any Single Family Lot.

Section 3. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid.

ARTICLE FOUR

MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held on a day and at an hour set from time to time by the Board of Directors (notice of which date and hour shall be given to the members as prescribed elsewhere herein), for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be 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 may be convenient.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, the Board of Directors, or, upon written request of the members entitled to vote, a majority of all of the votes of the membership.

Section 3. Place of Meeting. All annual and special meetings shall be held at an address designated by the Board of Directors, but if all of the members shall meet at any other place 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.

Section 4. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the discretion of, the President, the Secretary or the person or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty days before such meeting to each member entitled to vote thereat addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. 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.

Section 6. Quorum. The presence at the meeting of one third (1/3) of the members entitled to cast, or of proxies entitled to cast shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Single Family Lot.

Section 8. Voting by Mail. Where Directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE FIVE

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of this association shall be managed by its Board of Directors., Directors shall be resident members of the Association.

Section 2. Number and Tenure. At the Board of Directors meeting on September 1, 2015, the Board of Directors was expanded to seven members. The two new members will be elected from those nominated at the next annual meeting.

(a) At each subsequent annual meeting of members the following number of directors will be elected to replace those directors whose tenure has expired:

- (1) Two directors will be elected to serve three years.
- (2) Two directors will be elected to serve three years.
- (3) Three directors will be elected to serve three years.
- (4) Thereafter, this process will be repeated to maintain seven directors on the board.

(c) Each Director shall hold office until his successor has been elected (or appointed pursuant to Section 9 of this Article to fill a vacancy on the Board of Directors) and has agreed to serve as a director.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

Section 4. 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 for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 5. 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 persons authorized to call special meetings of the Board may fix any place in Bexar County, Texas, as the place for holding any special meeting of the Board called by them.

Section 6. Notice. Notice of any special meetings of the Board of Directors shall be given at least three days previous thereto by written notice delivered personally or sent by mail 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 in a sealed envelope so addressed, with postage thereon prepaid. 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 this Bylaws.

Section 7. 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, the Director or Directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the law or by these Bylaws.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of the 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.

Section 10. Compensation. No Director shall receive compensation for any service he may render to the Association. However any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 11. 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 the Directors.

ARTICLE SIX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

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

(b) to authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the property. It shall be the primary purpose of such agreement to provide for the administration, management, repair and maintenance of the Common Areas, and the receipt and disbursement of funds as may be authorized by The Board of Directors. The terms of said management agreements shall be determined by The Board of Directors to be in the best interests of the Association, and shall be subject in all respects to the Articles of Incorporation, these Bylaws and the Declaration of Covenants, Conditions and Restrictions.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To 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 one-fourth (1/4) of the members entitled to vote;

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

(c) As more fully provided herein and in the Declaration of Covenants, Conditions and Restrictions, to fix the amount of the annual assessment against each Single Family Lot at least thirty (30) days in advance of each annual assessment;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) To cause the Common Areas to be maintained.

ARTICLE SEVEN

OFFICERS

Section 1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Section.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of The Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Duties.

(a) 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 shall see that orders and resolutions of the Board are carried out, shall approve payment of obligations, shall sign any promissory note, and shall perform all duties incident to the

office of President and such other duties as may be required of him by The Board of Directors.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by The Board of Directors.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of The Board of Directors and of the members; serve notice of the meetings of The Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by The Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of The Board of Directors; shall be authorized to sign all checks and, if required, co-sign any promissory note of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE EIGHT

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration of Covenants, Conditions and Restrictions, 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 costs.

ARTICLE NINE

ASSESSMENTS

Section 1. Covenants for Assessments. The Owner of each Single Family Lot hereby covenants, and each Owner of any Single Family Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges, and

(b) Special assessments to be fixed, established and collected from time to time as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of (a) maintaining (1) the private streets as shown on the plat, (2) all common walls or fences now existing or hereafter erected on the property, (3) all common landscaping and mowing incident thereto, (4) the security gates at the entrances to the subdivision, (5) cost of security guards, (b) promoting the general welfare of the Owners, and (c) carrying out the purposes of the Association as stated in its Articles of Incorporation. Expenditures for any such purposes shall be permissive and not mandatory, and the decision of the Association shall be final so long as made in good faith.

Section 3. Special Assessments. 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 for expenses which are unplanned, unbudgeted, unexpected, or for which no other provision is made; provided, however, any such special assessment must be approved by a majority of the total eligible votes of the membership of the Association as defined in Article Three, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Commencement Date of Annual Assessment. The first annual assessment provided for herein became due on January 1, 1989, and continues thereafter annually from year to year.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Single Family Lots.

Section 6. Due date of Assessments. The first annual assessment was due and payable on January 1, 1989. Thereafter annual assessments shall become due and payable on July 1 of each year and delinquent if not paid by July 31 of such year. The due date and delinquent date of any special assessment under Article Nine, Section 3, shall be fixed in the resolution authorizing such assessment.

Section 7. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of each respective Owner, and no Owner may exempt itself from liability therefor.

Section 8. Interest on Default. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on the amount of the assessment from the due date thereof, together with all costs and expenses, including reasonable attorneys' fees.

Section 9. Assessment Lien and Foreclosure. All sums assessed in the manner provided in Article Nine but unpaid, shall, together with the interest as provided in Article Nine, Section 8, and the cost of collection, including reasonable attorneys' fees, thereupon becoming a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hand of the Owner, his heirs, devisees, personal

representatives, and assigns. The aforesaid lien shall be superior (prior) to all other liens and encumbrances, except only for:

(a) All taxes and special assessments levied by governmental and taxing authorities; and

(b) All liens securing sums due or to become due under any duly recorded mortgage vendor's lien or deed of trust.

The Association shall have the power to subordinate the aforesaid assessment lien to any other lien, such power being entirely discretionary with the Association., To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien in accordance with all procedures required by applicable statutes of the State of Texas setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by any officer of the Association and shall be recorded in the Office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's Property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially. Each Owner, by acceptance of a deed to any Single Family Lot and the Improvements thereon, expressly vests in the Association or its agents, a power of sale in connection with said lien. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the property, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Single Family Lot to secure the payment of moneys advanced and used for the purpose of purchasing and/or construction improvements on such Single Family Lot. Sale or transfer of any Single Family Lot and the improvements thereon shall not affect the assessment lien; provided, however, that the sale or transfer of any Single Family Lot and the improvements thereon pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro-rata share of such assessments. No sale or transfer shall relieve such Single Family Lot and the improvements thereon, or the Owners thereof, from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Open Spaces Exempt. All "open spaces" as shown on the Plat shall be exempt from the assessments and lien created herein.

ARTICLE TEN

MERGERS

To the extent provided by law, the Association may merge or consolidate with other non-profit corporations organized for the same purpose. Approval of such action requires the assent of two-thirds (2/3) of the total vote cast by members voting in person or by proxy. Members of the Association must be given a written notice of at least thirty (30) days in advance of the meeting called for the purpose of voting on a merger or consolidation. No merger or consolidation shall have the effect of relieving the Association of its legal obligations.

ARTICLE ELEVEN

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 giving of such notice.

ARTICLE TWELVE

AMENDMENT TO BYLAWS

Section 1. Method. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. Conflicts. 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 of Covenants, Conditions and Restrictions and these Bylaws, the Declaration shall control.

ARTICLE THIRTEEN

PURPOSES

The primary purposes for which the Association is organized are:

(a) To provide architectural control in the construction and certain maintenance of dwellings and other structures in the Fairways of Woodlake, and to insure the achievement of a uniformly high standard of quality for housing in said addition;

(b) To provide for the management, disposition, maintenance, preservation and beautification of the recreation and common areas in said addition;

(c) To provide for the maintenance of a private street, screening wall, grounds, security gates and guards;

(d) To promote the health, safety and welfare of the residents of said addition.

ARTICLE FOURTEEN

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31 day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

Adopted on the 1st day of September, 2015



Richard E. Hearne, President

ATTEST:



Mary Vega, Secretary