

**Bylaws of
Oak Shadows Townhome Homeowners Association, Inc., Inc.**

Basic Information

- Property Owners Association:** Oak Shadows Townhome Homeowners Association, Inc., established by the certificate of formation filed with the secretary of state of Texas on August 14, 1975.
- Principal Office:** 314 Rustling Leaves Lane, Bedford, Texas 76021. The Property Owners Association may have other offices.
- Declaration:** The Declaration of Restrictive Covenants of the Oak Shadows Townhomes Subdivision, recorded in the real property records of Tarrant County, Texas on or about August 31, 1979.
- Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

A.1. Definition. Each Unit Owner (including a corporate owner) shall be a member of the Association, and membership in the Association shall be limited to Unit Owners.

A.2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Townhome Addition. Such transfer shall be subject to the procedures set forth in the Declaration.

A.3. Meetings/Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

A.4. Annual Meeting.

1. The first annual meeting of Members shall be held at such time as the first election of Directors is to be held as provided in these Articles. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.
2. Regular annual meetings subsequent to the first meeting shall be held on the second Thursday of the month in which said first meeting was held, if not a legal holiday, and if a legal holiday, then on the next secular day following.
3. All annual meetings shall be held at the hour of 7:00 P.M.
4. At the annual meeting, the Members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as

may properly come before the meeting. Tallying of ballots shall be performed by the Association's certified public accountant and two selected Homeowners in attendance, excluding Board members. Such tally and individual ballots shall be kept confidential. After the reporting of the voting results, such ballots shall be shredded by those who conducted the tally.

5. Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

A.5. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

A.6. Special Meetings.

1. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the Articles or statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

2. Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon each Member entitled to vote thereon via electronic transmission, or by United States Postal Service (USPS) mail, at such address as appears on the books of the Corporation at least five days before such meeting.

3. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

A.7. Quorum. A quorum is then defined for a particular meeting as the total number of properly notified members who are present in person or represented by written proxy.

A.8. Vote Required to Transact Business. If a vote is taken at any meeting, then, when a quorum is present at said meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Texas Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

A.9. Right to Vote. All Unit Owners shall be entitled to one (1) vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings

thereon. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

If no in-person meeting is held, all Unit Owners shall be entitled to vote by written/paper ballot. Said ballots will be distributed by the HOA to each Unit prior to the voting deadline stated on the ballot. Any Owner who wishes to vote shall complete the written ballot and turn it in to the HOA on or before midnight of the deadline date.

If a Unit is owned by more than one Owner (individual or corporate), said owners shall file a certificate with any Board member or the property manager (if applicable) naming the person authorized to cast said Unit's vote. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

A.10. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Texas Statutes, the Declaration, the Articles or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

A.11. Order of Business. The order of business at annual Members' meeting will be:

- A. Election of Board of Directors;
- B. Roll Call;
- C. Proof of Notice of Meeting or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Unfinished Business;
- H. New Business;
- I. Adjournment; and
- J. New Board Meets Privately after adjournment and elects Officers.

B. Board of Directors

B.1. Number and Term. The number of directors which shall constitute the whole board shall be not less than three (3) nor more than nine (9). Until succeeded by Directors elected at the first meeting of Members, directors need not be members of the Association ("Members"), but thereafter, all Directors shall be Members. Within the limits above specified, the number of Directors shall be determined by the Members at the annual meeting. Each Director shall be elected to serve for a term of one (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members.

B.2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, may, at their discretion, call a

special meeting to choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office. For clarification, the remaining Directors may, but are not required to choose a successor.

B.3. Removal. Directors, other than those named in Article VII. of the Association's Articles of Incorporation ("Articles") may be removed with or without cause by an affirmative vote of a majority of the qualified votes of the Members. No Directors other than the original directors named in the Articles shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

B.4. First Board of Directors. The first Board of Directors named in the Articles shall hold office and exercise all powers of the Board of Directors as provided in Article VI. of the Articles.

B.5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute and/or the Articles or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

1. To levy and collect regular and special Assessments.
2. To use and expend the Assessments collected to maintain, care for and preserve the Units and Townhome Addition, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.
3. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
4. To enter into and upon the Units when necessary, with as little inconvenience to the Owners as possible, in connection with said maintenance, care and preservation.
5. To insure and keep insured the property which constitutes the Common Areas of the Association (approximately 4.5 acres, including roads, pool and pool buildings, and the clubhouse) in the manner set forth in the Declaration, against loss from fire and/or other casualty, and to purchase such other insurance as the Board of Directors may deem advisable.
6. To collect delinquent Assessments by suit or otherwise, abate nuisances, levy reasonable fines, and enjoin or seek damages from the Unit Owners for violations of these By-Laws and the Declaration.
7. To employ and compensate such personnel as may be required for the maintenance and preservation of the Townhome Property.

8. To make reasonable rules and regulations for the occupancy of the Units and use of the Common Elements. This includes limiting the number of occupants per Unit and the number of cars that said occupants are allowed to keep on the premises.

9. To limit the number of Units that are used as rental properties.

10. All records and bookkeeping activities shall be reviewed and/or prepared by a licensed professional (i.e. Certified Public Accountant).

11. The Board shall not have the power to contract with any property management company. However, the Board may appoint/hire an individual Property Manager. All property subject to these bylaws shall be managed solely by the Board and those individuals the Board deems necessary to manage the HOA (i.e., maintenance supervisor).

12. To assess reasonable fines for violations of these bylaws and the Declarations as stated elsewhere in this document.

13. To carry and maintain Directors and Officers' insurance.

B.6. Compensation. Neither directors nor officers shall receive compensation for their services as such.

B.7. Meetings.

1. The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting, and immediately after the adjournment of same.

2. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by United States Postal Service (USPS) mail or electronic transmission, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

3. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

B.8. Order of Business. The order of business at all meeting of the Board shall be as follows:

1. Roll Call;
2. Reading of Minutes of the last meeting;
3. Consideration of communications;
4. Resignations and elections;
5. Reports of officers and employees;
6. Reports of committees;
7. Unfinished business;
8. Original resolutions and new business; and
9. Adjournment.

B.9. Annual Statement. The Board shall present, no less often than at each annual meeting a full and clear statement of the business and condition of the Association including a report of the operating expenses of the Association and the assessments paid by the members as a whole. Annual, year-end financial reports shall be posted on the HOA's website.

C. Officers

C.1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of the said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President.

C.2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

C.3. Tenure of Officers: Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. Removal of an officer does not also remove such person from the Board of Directors.

C.4. The President.

1. If present, the President shall be Chairman of and shall preside at all meetings of the Members and Directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute bonds, mortgages and other contracts requiring a signature of the corporation. The signature shall be attested by the Secretary.

2. He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly.

3. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and

from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

4. He shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

C.5. The Vice-President. The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors.

C.6. The Secretary.

1. The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;

2. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

3. He shall be custodian of the corporate records of the corporation and shall see that the signature of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its signature is duly authorized in accordance with the provisions of these By-Laws.

4. He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

5. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

C.7. The Treasurer.

1. The treasurer (and/or finance committee and/or property manager) shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

2. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

3. He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation or removal from

office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

C.8. Vacancies. If the office of the President, Vice-President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

C.9. Resignations. Any director or other officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

D. Notices

D.1. Definition. Whenever under the provisions of the Texas Statutes, the Declaration, the Articles or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing via electronic transmission, or by United States Postal Service (USPS) mail, addressed as appears on the books of the corporation.

D.2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Texas Statutes, the Declaration, the Articles or the By-Laws, 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 the equivalent thereof.

D.3. Address. The address of notice to the Association is 314 Rustling Leaves Lane, Bedford, Texas, 76021.

E. Finances

E.1. Fiscal Year. The fiscal year shall be the calendar year.

E.2. Checks. All checks or demands for money and notes of the Association shall be signed by any two of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person (i.e., property manager) or persons as the Board of Directors may from time to time designate.

E.3. Determination of Assessments.

1. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in any of such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) a transfer assessment, such assessment to be fixed, established and collected as hereinafter provided. The annual, special and transfer

assessment shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made.

2. The Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Townhome Addition. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to maintain, repair and replace the Common Elements of the Townhome Addition. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions of percentages of sharing Common Expenses provided in the Declaration. Said Assessments shall be payable as provided in the Declaration. Special Assessments which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

3. When the Board of Directors has determined the amount of any Assessment, the Secretary or Treasurer shall advise via electronic transmission or by United States Postal Service (USPS) mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

4. Monthly Assessments are due and payable to the Association on the first day of each month. Any Assessment not received by 5:00 PM of the tenth day of the month shall be deemed to be delinquent. Assessments deemed delinquent and overdue shall be subject to a late charge. Dues that are in the arrears for 90 days or more subject to the townhome lien.

5. Any owner who is delinquent in the payment of monthly assessments shall be denied his right to the use and enjoyment of the Common Elements and facilities, including but not limited to, the Clubhouse and Pool, until such overdue assessments and late penalties are paid.

6. Transfer Assessment Upon transfer of title to a Lot, the person acquiring title to the Lot (the "transferee") and the owner ("seller") shall be jointly and severally liable to pay shall pay to the Association upon each transfer of record title to such Lot a Transfer Assessment in an amount of \$375.00 and document preparation fee of \$75.00, as per the Texas Property Code. The Owner and the transferee of a Lot shall be jointly and severally liable for payment of the Transfer Assessment. This Paragraph shall not apply to a transfer of record title of a Lot to or from the Association or to any institutional lender, insurer or guarantor of a mortgage who takes title to any Townhome pursuant to the remedies set forth in its mortgage or security instrument: provided, however, that a Transfer Assessment shall be due upon a subsequent transfer of title of a Lot by such mortgagee. All funds received by the Association from this Transfer Assessment shall be

placed in the Association's operating account. The Board may enforce the collection of this Transfer Assessment in the same manner as the collection of annual and special assessments levied here under, including, without limitation, by suit at law for a money judgement and/or foreclosure of the Association's lien as provided in Paragraph 15 (f) here- in above. Titles may not be transferred to a new owner for rental/lease usage. The new owner must occupy the unit and their name must be on the Deed to the property.

7. Any individual who serves as President, Treasurer or Property Manager or any individual authorized by the Board of Directors of the Association may authorize up to \$2,500.00 for repairs and/or supplies without approval of the Board of Directors or members/residents of the Association.

8. During any calendar year (January 1 - December 31), a majority of the Board of Directors may authorize up to \$50,000.00 in improvements/repairs to the Common Areas without the approval of the members/residents of the Association.

E.4. Accounting. The Association (including a certified public accountant as designated by the Association) shall keep detailed books of accounts showing all expenditures and receipts of the administration of the Townhome Addition which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association. Upon creation of financial reports of said expenditures and receipts of the administration of the Townhome Addition, said reports shall be open for inspection by the Unit Owners upon the Association's receipt of written notice of such inspection at least forty-eight hours prior to the inspection. Said inspection must occur on a weekday. Unit Owners are not allowed to view the actual books (which may identify other residents' personal/private information). The financial reports may be reviewed by a non-resident certified public accountant on an annual basis as determined by the Board of Directors. Any holder of any mortgage shall have the same right of inspection as the Unit Owners.

F. Rules and Regulations

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, shall govern the use of Units and the conduct of all residents thereof:

F.1. Use of Units and Common Elements.

1. Units shall be used only for residential purposes.
2. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the Townhome. On Townhome property, the Homeowner may not have any fixtures which could collect water or store nourishment for nuisance animals. No Unit Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the

Townhome. No Owner shall store any dangerous explosive or flammable liquids or other materials either in his Unit or upon the Common Elements.

3. The use of the Townhome shall be consistent with existing law and the Declaration to which these By-Laws become a part.
4. Homeowners shall not make any exterior alterations or additions to their Unit, including movement or installation of windows, without the express written approval of the Board. Upon such approval, such alterations/additions shall be the sole responsibility of the homeowner as to maintenance, and/or repairs.
5. Homeowners must inspect and re-caulk if necessary, on an annual basis, any doors and/or windows installed by the homeowner or his/her predecessor in ownership.
6. The right of use and enjoyment of the Common Elements shall not commence as to any Owner his family and guests until such Owner commences paying assessments. The Owner is responsible for the conduct of his family members and guests.
7. Common Elements shall not be obstructed, littered, defaced or misused in any manner. Homeowners and tenants are responsible for the proper use of the common areas. The misuse of the pool, clubhouse or any common area may result in the suspension of privileges and or fines.
8. No exterior structural changes or alterations shall be made on or in any Unit without prior written consent from the Board of Directors and the Architectural Committee. The maintenance of any approved structural change or alteration shall be the responsibility of the homeowner.
9. A Unit Owner shall not cause or permit anything to be hung or displayed on the inside or outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter, antenna, satellite dish or any item visible to the public and/or residents of the association shall be affixed to or placed anywhere on the Unit owners' property without the prior consent of the Association.
10. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the Common Elements.
11. Common Walks, park areas and other Common Elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner. No Owner shall plant any tree, bush or any other planting in the Common Areas without written approval by the Board. No Owner shall place any sculpture, planter or other decorative item in the Common Areas without written approval by the Board.

12. No “For Sale” or “For Rent” signs larger than 18” x 24” or other window displays or advertising shall be permitted without the consent of the Board of Directors, on any part of the Townhome Addition or in any Unit.

13. Parking priorities include owners parking in their garages, on their own street or in a guest space. In the event that an owner parks on the street or in a guest space, the car may not stay within that space for longer than 24 hours, unless the board approves an exception. Parking in spaces designated for the Oak Shadows Clubhouse and Pool are limited to persons using the Clubhouse or Pool. Unauthorized parking will result in the vehicle being towed. All vehicles parked on the premises must have current registration and be in running condition or they will be subject to being towed. Further, recreational vehicles, camping trailers, and boats shall not be parked on the premises unless they can be placed in the Unit’s garage.

14. Each Unit shall be allowed one vehicle for each occupant of the Unit who has a valid driver's license. A Unit with a single owner/occupant may have two vehicles that both fit in the garage.

15. No unsightly vehicles shall be allowed on the premises and may be subject to being towed. Vehicles with advertising on their exterior cannot be parked on the premises overnight.

16. No resident or owner of any Unit may place solar panels on the roof or any other part of a Unit without having received prior written approval from the HOA as to the location for the placement of said solar panels. The HOA cannot prohibit the placement of solar panels but does have and will exercise its’ authority to determine and approve the location for placement.

F.2. Appearances

1. All garbage cans, equipment, ~~coolers~~, woodpiles, storage items, etc. shall be located so as not to be visible from the Common Areas, any other Unit or any street within the Development.

2. Trash/recycling is to be put out for pick-up no earlier than 6:00 P.M. in the evening before trash pick-up the following day.

3. Trash is picked up on scheduled days, in accordance with the schedule set by the City of Bedford.

4. Items put out for collection and bagging or containment must be in accordance with the City of Bedford requirements. Trash not collected due to not meeting requirements, must be taken in by the resident as soon as collection is not made. Large furniture, appliances, or any other items that are not taken by regular trash pickup shall not be placed on the curb/exterior of the Unit unless arrangements have been made to have said

items removed the same day. No such item shall be allowed to remain on the curb/exterior overnight.

F.3. Pool

1. The Association assumes no liability for injuries incurred.
2. Everyone swims at his/her own risk.
3. The pool and pool area will close at 10:00 PM daily. A Board Member or the Property Manager should be notified if any persons are in the pool or pool area after 10:00 PM. The Board Member or property manager shall notify law enforcement if necessary to enforce this provision.
4. Each Home Owner /Resident household is entitled to one Oak Shadows I. D. tag for the pool area. Pool area users must have the I. D. tag with them when they are in the pool area. The I. D. Policy will be strictly enforced; users will have to leave the area if they do not have tags.
5. An adult resident must accompany guests in the pool area. The number of guests in the area is limited to four per resident. Rules and Regulations should be reviewed with guests. Residents are responsible for the discipline of children and guests in the recreation area.
6. Residents under 18 years of age are not permitted in the pool or pool area without a parent or guardian in attendance.
7. Gates to the pool area should be closed and locked at all times.
8. Appropriate swimming attire is required in the pool.
9. Running, rough horseplay and loud or offensive language are prohibited in the pool area.
10. Pets, bicycles, motorcycles and skateboards are prohibited in the pool area.
- 11, No glass bottles, cups or containers or other breakable items are allowed in the pool area.
- 12, The use of floats is limited to times when the pool is not crowded. The use of any float shall not interfere with other swimmers. Authorized users of the pool area shall not leave or store any items (i.e., chairs, floats, coolers, towels) in the pool area.

F.4. Clubhouse

1. The Clubhouse is to be used for entertainment purposes only. If there is a question as to the appropriate use of the Clubhouse, the Board and/or the Property Manager will make the final decision.
2. The Clubhouse may be reserved on a first-come, first-served basis. The Oak Shadows Social Committee has first choice before all residents for planned activities.
3. Homeowner must be **current on monthly Homeowner Association Dues** before Homeowner or renter resident may reserve and use the Clubhouse.
4. Reservation may be made no more than 60 days in advance in writing to the HOA office. A key to the Clubhouse will be made available and is to be returned by noon of the following day. The key may be dropped in the Clubhouse mailbox.
5. No resident may reserve the Clubhouse twice during any 8-day period of time; however, it may be used by such resident if no other reservation has been made by noon of the day preceding intended use.
6. Cancellations must be reported as soon as possible.
7. Prior to using the Clubhouse, a deposit must be made as follows and a written agreement regarding use of it must be signed by the resident and the Association:

Member Resident.....	\$150.00
Non-Member Resident.....	\$200.00

The Resident must be present during the use of the Clubhouse.
After use and inspection, the deposit, less any clean-up charges, will be refunded.

8. Clean-up and damages:
 - a. Those reserving the Clubhouse are expected to clean up by noon of the day following use of the facilities. This includes thorough cleaning of the floors. If this rule is violated, actual clean-up charges will be assessed.
 - b. Those reserving the Clubhouse will be assessed for any and all damages incurred during their use.

F.5. Pets

1. No animal shall be kept except household pets. Such pets may not be kept or bred for any commercial purposes and shall have such care and restraint so as not to be obnoxious

or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run loose upon the Common Elements.

2. Each Townhome shall be allowed no more than three (3) domestic pets, domestic pets meaning cats and/or dogs.
3. Each domestic pet shall not exceed fifty (50) pounds. *
4. Pets in the Common Areas must be controlled by the owner at all times, so as not to lunge or attack or threaten to attack other pets or people in the Common Areas, or exhibit a propensity towards such fierce or dangerous conduct.
5. Pets shall not constitute a nuisance and interfere with the peace, comfort and repose of neighboring persons by frequent or habitual noise making or by emitting obnoxious odors.
6. Dogs must be kept on leashes.
7. Pet owners must clean up after their pets in a timely (at the time of occurrence) and sanitary manner.
8. * Pets currently maintained by residents that were in residence before 9/15/2006 under previous "Pet Resolutions" are considered grandfathered and therefore, excluded from item 3 above.
9. AN OWNER OR HANDLER SHALL PROMPTLY REMOVE AND SANITARILY REMOVE FECES LEFT ON PUBLIC OR PRIVATE PROPERTY BY A DOG OR CAT BEING HANDLED BY THE PERSON. REPEATING VIOLATIONS WILL RESULT IN HIGHER FINES.

F.6. Maintenance .

1. Association Responsibilities are limited to the repair of exterior surfaces due to wear and tear over time. This includes roofs but only if the repair is due to wear and tear.

Exceptions: The Associations Maintenance repair responsibilities do not include exterior add-ons, air conditioners, doors (including garage doors), foundations, lattice work, patios and patio covers, plumbing, satellite dishes, sheds, skylights, sun roofs, turbines, windows, doors, electricals, in/on any unit.

2. The HOA is not responsible for any storm, wind, hail, rainwater, weather-catastrophic/act-of-God, damage. If your house burns, your insurance is responsible. If the HOA repair contractors see any storm damage on a unit, it will be reported to the Board. The Board will then advise the homeowner that his/her insurance carrier must be notified and the HOA will not repair this damage going forward.

3. The HOA is not responsible for any interior or underground repairs and/or leaks.
4. Homeowners are responsible for the tree, shrubbery and visual appearance within their private patios and yards. If these are not maintained so as not to damage the structure, fences or nearby units, and after written 30-day notice, the HOA may have vendors enter the property to complete the necessary work, which will then be charged to the homeowner.
5. Requests for repairs should be put in writing, dated and submitted to the Association Board either via electronic transmission or placed in the clubhouse mailbox.
6. Any and all homeowner exterior alteration that results in damages to the exterior of the unit shall be the responsibility of the homeowner and not that of the Association.

F.7. Pest Control

1. General home pest control inspection and spraying is the responsibility of the homeowner.
2. If termites are discovered, All Rid shall treat them (exterior or interior) pursuant to the treatment program currently provided to the Association.
3. Requests for termite treatment should be put in writing, dated and submitted to the Association Board either via electronic transmission or placed in the clubhouse mailbox.

F.8. Insurance

1. Each homeowner is required to purchase and provide proof of valid homeowner's insurance on an annual basis with no gaps in coverage. Further, the homeowner's insurance policy must provide full coverage (including roof, foundation, plumbing in and under the Unit and from unit to the curb) at current replacement cost value, with no exclusions. Each owner must, on an annual basis, provide a current copy of the insurance Declarations Page, and any other pages, which include the dollar amount of full All Perils Replacement Coverage on the townhome. If this paperwork is not available, the owner must contact his insurance agent and request it. Providing this insurance information is an ongoing request and this information must be provided each time the policy is renewed or replaced. Any lapse in insurance coverage may lead to judicial foreclosure. (Condominium insurance protection is **not** appropriate for townhomes.)
2. Proof of insurance may be placed in the clubhouse mailbox or the insurance company may electronically transmit the documents to the Association.

F.9. Utilities

Under no circumstances shall any homeowner install, or allow to be installed, a gas line anywhere within the boundaries of the Association. The Association assumes no

responsibility/liability whatsoever for any damage caused to a Unit or the Common Area by any existing gas line installed by a homeowner.

F.10. Background Check for all Occupants

1. The Board, at its' option, will exercise the right to conduct criminal background checks on all adults over the age of 18 years who occupy, reside, rent or own a residence that is subject to these bylaws. Anyone found to have a felony conviction within 10 years of the background check will not be allowed to occupy or live in said residence. Further, any occupant, resident, or owner who has a history of several arrests by law enforcement will not be allowed to occupy or live in said residence. Further, any occupant, resident, tenant or owner who the Association deems is disruptive or poses a danger to others in the Oak Shadows community will not be allowed to occupy or live in a residence located in said community. Any Unit Owner (including authorized tenants) who violates this provision is subject to the initiation and prosecution of eviction proceedings.

G. Fines for Failure to Timely Pay Monthly Dues, Special Assessments and Violation of Rules and Regulations

G.1. Failure to Timely Pay Regular Monthly Dues/Assessments – Late fees for failure to timely pay regular monthly dues/assessments are assessed for any such payment not made by 5:00 pm (Central Standard Time) on the tenth (10th) day of the month in which it is due. Said late fees are capped at ten percent (10%) of the monthly payment amount in effect at the time of the failure to pay (i.e. \$200.00 x 10% = \$20.00, \$250.00 x 10% = \$25.00, etc.).

G.2. Failure to Timely Pay Special Assessments – Late fees for failure to timely pay special assessments are assessed for any such payment not made by 5:00 pm (Central Standard Time) on the tenth (10th) day of the month in which it is due. Said late fees are capped at ten percent (10%) of the monthly payment amount in effect at the time of the failure to pay.

G.3. Fines for Violation of Rules and Regulations – ***First offense fines shall be capped at \$25.00 and will be doubled for repeated violations.*** Said fines apply as follows (see Paragraph F and below):

1. Property Maintenance and Repair Violations (i.e. Visual Exterior Violations/Obvious Neglect, Patios and Backyards: Unkept, Overgrown, Junky Front Patios and Backyards. Windows-Hanging Screens, Foggy Glass, Inappropriate Window Coverings, Doors – Shabby/Broken front door or garage door, Neglected Roofs).
2. Pets: An owner or handler shall promptly and sanitarly remove feces left on public or private property by a dog or cat being handled by the person. Repeated violations will result in higher fines.

3. Insurance: Failure to provide the HOA with proof of proper full replacement including exterior and interior coverage.
4. Residents/Occupants: Failure to provide the HOA with current information on all persons living in your home, notifications of out-of-town guests/long-term visitors and their vehicles.
5. Excessive Noise (City of Bedford, before 7am, after 9pm): partying, dog barking, loud engine noise/revving.
6. Parking: Over 24 hours. Fire lane parking (City of Bedford, up to \$2,000.00 fine). Alley parking, unregistered cars, wrecked vehicles, recreational vehicles, campers, boats.
7. Trash and Recycle: Bins in sight, trash or recycle out too soon, oversized furniture/appliances on curb (without scheduled pick-up).
8. Pool: glass in pool area, abusive language, excessive drinking, minors (under 18) without supervision, sharing gate code with non-residents/unauthorized users of the pool area.
9. Environmental Matters (Health and Safety): Buildings, structures or places containing indoor or outdoor accumulations of garbage, weeds, water, junk, trash and debris, stagnant liquids, flammable liquids.

G.4 Interest on Delinquent Accounts – The HOA shall have the right to assess 12% interest on all delinquent accounts, compounded annually for so long as any resident/owner's account remains past due and owing.

H. Default

In the event a Unit Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, such amount shall be considered past due. The Association, acting on its own behalf or through its Board of Directors, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled to accordance with the Declaration and the laws of the State of Texas. However, the holder of such mortgage shall be notified of any default. Non-emergency repairs to Owners' units may be delayed until the Owner is current with all monies due the Association.

If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies

remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Unit.

In the event of a violation of the provisions of the Declaration, the Articles or By-Laws, the HOA must provide written notice to a homeowner/occupant/tenant in accordance with Section 209.006 of the Texas Property Code. The notice must be given prior to the HOA seeking enforcement and/or assessment of any fines for any such violation and must give the homeowner/occupant/tenant a reasonable amount of time in which to cure the violation.

In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from the Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

I. Joint Ownership

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

J. Amendment

These By-Laws may be amended at any duly called meeting of the Members or as otherwise designated by the HOA. The notice of the meeting shall contain a full statement of the proposed amendment, and the quorum requirement for such purposes shall be a majority (51%) of all members. It shall be necessary that there be an affirmative vote of sixty-six (66%) per cent of the quorum of the Members present at the meeting and a majority (51%) of the Board of Directors at the meeting to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

K. Mortgages

K.I. Notice to Association. Any Unit Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Townhome Unit". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit.

K.2. Notice to Mortgagees. The Association shall notify each mortgagee appearing in the book described in Section 1 of this Article XII. of the name of each company insuring the Townhome Addition under the Master Policy and the amounts of the coverage thereunder.

L. Rental Units

L.1. Rental Units will be limited to 5 out of the total number of Units in the Association..

L.2. Existing Rental Units (at time of the enactment of these bylaws) shall be grandfathered into the total. However, if and when the current tenants vacate the Unit, this provision shall not apply to said Unit.

L.3. No unit shall be sold as a rental/lease property.

L.4. The definition of a Rental shall be any person(s) who occupy a unit where the owner is no longer living in the unit. Person(s) shall mean family, friends, co-workers, sub-leasers, Airbnb, home-exchange arrangements.

M. Construction

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. In the event the Declaration, By-Laws or Articles of Incorporation conflict with the provisions of the Act, then the Act shall govern. In the event these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

N. Severability

In the event that any of the terms, provisions or covenants of these By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

In the event that any of the terms, provisions or covenants of these By-Laws are in conflict with the provisions of the Enabling Declaration of Oak Shadows Townhomes Addition, then in such event the provisions of the Declaration shall prevail.

O. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

P. Improvements/Additions/Modifications to Exterior or Common Area

No resident, tenant, guest, or occupant of any residence in the Association shall be allowed to make any improvement, addition, modification or change to the exterior of a residence or any Common Area without the express, written approval of the Board of Directors.

Q. Miscellaneous

Q.1. Fiscal Year. The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

Q.2. Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

Q.3. Inspection of Books and Records

Q.3.a. Inspection by Member. After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association financial reports relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

Q.3.b. Inspection by Director. A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's financial reports at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

Q.4. Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records; and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

Q.5. Entry onto Homeowner/Resident's Property. The Association, its' agents and/or employees, upon reasonable notice to the homeowner/occupant, shall have the right of entry onto a homeowner/resident's property as necessary to complete any necessary repairs or maintenance, including, but not limited to: tree trimming, painting, unsightly trash removal, replacement or repair of siding, trim, and/or gutters, etc.

Q.6. Prior Resolutions and Amendments. Any and all resolutions and amendments that were enacted prior to the existence of these bylaws shall be of no further force or effect. This

does not include the HOA's Declarations unless they are amended by these bylaws.

Q.7. Contradiction with State and/or Federal Law. Any provision in these bylaws which contradicts state and/or federal law is hereby modified to conform with said laws.

Oak Shadows Townhome Homeowners
Association, Inc., a Texas nonprofit corporation,

_____, President

)

STATE OF TEXAS

COUNTY OF TARRANT)

This instrument was acknowledged before me on _____, 2025, by
_____, President, of Oak Shadows Townhome Homeowners Association,
Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas
My commission expires: _____