

**FIRST AMENDED AND RESTATED  
CORPORATE BYLAWS**

**OF**

**WOODHILL MEDICAL PARK CONDOMINIUM ASSOCIATION**

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**EXHIBIT A-2**

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**FIRST AMENDED AND RESTATED  
CORPORATE BYLAWS  
OF  
WOODHILL MEDICAL PARK CONDOMINIUM ASSOCIATION**

**W I T N E S S E T H:**

**WHEREAS**, the initial board of directors of Woodhill Medical Park Condominium Association (the "Association") adopted the Bylaws of Woodhill Medical Park Condominium Association (the "Corporate Bylaws"); and

**WHEREAS**, the Corporate Bylaws were amended by that certain First Amendment to Corporate Bylaws of Woodhill Medical Park Condominium Association (the "First Amendment") dated 8/26, 1997; and

**WHEREAS**, Section 8.07 of the Corporate Bylaws provides for the amendment of that instrument by the affirmative vote of more than fifty percent (50%) of the percentage values of those members qualified to vote; and

**WHEREAS**, these First Amended and Restated Corporate Bylaws of Woodhill Medical Park Condominium Association (these "First Amended and Restated Corporate Bylaws") has been approved by members representing at least fifty percent (50%) of the Percentage Interests in the Condominium Project who are qualified to vote; and

**WHEREAS**, the amendments set forth in the First Amendment are hereby restated in these First Amended and Restated Corporate Bylaws.

**NOW, THEREFORE**, the Corporate Bylaws are hereby amended and restated as follows:

**Article I**

**Name, Principal Office and Definitions**

Section 1. Name. The name of the Association shall be the Woodhill Medical Park Condominium Association (hereinafter sometimes referred to as the "Association").

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

County. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these First Amended and Restated Corporate Bylaws shall be given their normal commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Condominium Declaration for Woodhill Medical Park (the "Declaration") and the First Amended and Restated Condominium Bylaws of Woodhill Medical Park (the "Condominium Bylaws"), unless the context shall otherwise require.

## Article II

### Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. Any Person, on becoming an Owner of a Unit, shall automatically become a Member of the Association, as more fully set forth in the First Amended and Restated Condominium Bylaws, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. Annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty percent (20%) of the Percentage Interests in the Condominium Project.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these First Amended and Restated Corporate Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the Percentage Interests in the Condominium Project remain in attendance and provided further that any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Condominium Bylaws, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 10. Majority. As used in these First Amended and Restated Corporate Bylaws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in these First Amended and Restated Corporate Bylaws or in the Condominium Bylaws or the Declaration, the presence in person or by proxy of Members representing at least fifty percent (50%) of the Percentage Interests in the Condominium Project shall constitute a quorum at all meetings of the Association. Any provision in the Condominium Bylaws or the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. 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 written consent setting forth the action so taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Members were present and voted, and any such consent shall have the same force and effect as a unanimous vote of the Members. Each written consent shall bear the date of the signature of each Member who signs the consent. Written consents shall be delivered, either personally or by mail, to each Member entitled to vote at a meeting of the Association, by or at the direction of the President or the Secretary or the officers or persons calling for a vote by written consent. A written consent signed by less than all the Members is

not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association as hereinafter provided, a consent(s) signed by the required number of Members is delivered to the Association at its principal place of business, registered office or the office of its Managing Agent. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. Prompt notice of the taking of any action by the Members without a meeting by less than unanimous written consent shall be given to all Members.

### Article III

#### Board of Directors; Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Qualifications. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. In the case of a Member which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a director; provided, no Member may have more than one representative on the Board at a time.

Section 2. Number; Elections; Term. The Board of Directors shall consist of six (6) directors, all of whom shall be members of the Association. The directors shall be elected for staggered three (3) year terms, one-third of whom shall be elected each year. All of the directors shall be elected at the annual meeting of the Members, and each director elected shall hold office until the next annual meeting of the Members following his or her election and thereafter until his or her successor shall be elected and qualified.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors may be made by a Nominating Committee or from the floor at the annual meeting. The Nominating Committee, if established, shall consist of a chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.



Section 4. Voting. Each Member shall be entitled to cast one vote for each Unit owned by such Member and each such vote shall be weighted in proportion to the Percentage Interest of each such Owner in the Condominium Project. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 5. Removal of Directors; Vacancies. Any director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director. Notwithstanding the foregoing, any director who is delinquent in the payment of any Assessment to the Association for more than ninety (90) days from the due date of such Assessment shall automatically be removed from the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

B. Meetings.

Section 6. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors no less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (i) by

personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication or facsimile transmission, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) by telegram, charges prepaid. All such notices shall be given at the director's telephone or facsimile number or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. The Association, on the written request of a Member, shall inform the Member of the time and place of the next regular or special meeting of the Board. If the Association does not know the time and place of the meeting, the Association promptly shall obtain the information and disclose it to the Member or inform the Member where the information may be obtained.

Section 9. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the Members at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Notwithstanding the provisions of Section 82.108 of TUCA, meetings may be held by means of telephone or similar communications equipment by means of which all directors participating in the meeting can hear each other if notice of the meeting has been given in accordance with Section 8 of this Article. Participation in a meeting pursuant to this Section 12 shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 13. Open Meetings. Subject to the provisions of Section 14 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the Board of Directors may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc., or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 14. Action Without a Formal Meeting. The provisions of Section 14 of this Article shall govern actions by the directors without a meeting notwithstanding the provisions of Section 82.108 of TUCA. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a sufficient number of directors as would be necessary to take that action at a meeting at which all of the directors were present and voted, and such consent shall have the same force and effect as a unanimous vote. Written

consents shall be delivered to each director entitled to vote at a meeting of the Board by or at the direction of the President of the Association or two (2) directors calling for a vote by written consent. The method for delivery of such written consents shall be in any manner provided in Article III, Section 8 hereof, save and except telephone communication. A written consent signed by less than all the directors is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association as hereinafter provided, a consent(s) signed by the required number of directors is delivered to the Association at its principal place of business, registered office or the office of its Managing Agent. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Association's principal place of business shall be addressed to the President of the Association. Prompt notice of the taking of any action by the directors without a meeting by less than unanimous written consent shall be given to all directors. A record of the Board action taken by written consent shall be filed with the minutes of the Board meetings.

C. Powers and Duties.

Section 15. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Condominium Instruments directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these First Amended and Restated Corporate Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for, performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article IV of the Condominium Bylaws, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the Annual Assessment; provided, unless otherwise determined by the Board of Directors, the Annual Assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep and maintenance of Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Area of Common Responsibility in accordance with the other provisions of the Condominium Instruments after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Condominium Instruments and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration and Condominium Bylaws, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any First Mortgagee, and the holders, insurers and guarantors of a First Mortgage on any Unit, current copies of the Condominium Instruments, rules governing the Condominium Project and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Condominium Project.

Section 16. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent or Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these First Amended and Restated Corporate Bylaws, which are not by agreement, statute or the Condominium Instruments required to be performed by or have the approval of the Board or the Members.

Section 17. Rights of the Association. With respect to the Common Elements, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives and other owners or residents associations, both within and without the Property. Such agreements shall require the consent of a majority of the total number of directors of the Association.

## Article IV

### Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as set forth in Article III.

Section 3. Removal and Vacancies. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be

designated by resolution of the Board of Directors or by the Managing Agent.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Article III, Section 11 hereof.

#### Article V

##### Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

#### Article VI

##### Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, the Condominium Bylaws or these First Amended and Restated Corporate Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, the Condominium Bylaws and these First Amended and Restated Corporate Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation, the Condominium Bylaws and these First Amended and Restated Corporate Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Condominium Instruments, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books



of account, and the minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a First Mortgage on a Unit, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the office of the Association or at such other place within the Property as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these First Amended and Restated Corporate Bylaws, all notices, demands, bills, statements or other communications under these First Amended and Restated Corporate Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment.

(a) By Owners. These First Amended and Restated Corporate Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing more than fifty percent (50%) of the Percentage Interests in the Condominium Project. In addition, the approval requirements set forth in Article XIV of the Condominium Bylaws shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the County Clerk Official Records of Dallas County, Texas.

If an Owner consents to any amendment to the Declaration, the Condominium Bylaws or these First Amended and Restated Corporate Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

CERTIFICATE

I HEREBY CERTIFY, that the foregoing is a true, complete and correct copy of the First Amended and Restated Corporate Bylaws of Woodhill Medical Park Condominium Association, as adopted by the membership of the Association at a special meeting of same held on \_\_\_\_\_.

IN WITNESS WHEREOF, hereunto set my hand, the \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Secretary

F:\RBWP\G\BYLAWS\WOODHILL

FIRST AMENDMENT  
TO THE  
CORPORATE BYLAWS  
OF  
WOODHILL MEDICAL PARK CONDOMINIUM ASSOCIATION

W I T N E S S E T H:

WHEREAS, the initial board of directors of Woodhill Medical Park Condominium Association (the "Association") adopted the Bylaws of Woodhill Medical Park Condominium Association (the "Corporate Bylaws"); and

WHEREAS, Section 8.07 of the Corporate Bylaws provides for the amendment of that instrument by the affirmative vote of more than fifty percent (50%) of the percentage values of those members qualified to vote; and

WHEREAS, the amendments set forth hereinbelow have been approved by members representing at least fifty percent (50%) of the percentage interests in the Condominium Project who are qualified to vote.

NOW, THEREFORE, the Corporate Bylaws are hereby amended as follows:

1. Article 5.02 is deleted in its entirety and the following substituted therefor:

5.02 Number; Qualifications; Elections; Term. The board of directors shall consist of six (6) directors, all of whom shall be members of the corporation. The directors shall be elected for staggered three (3) year terms, one-third of whom shall be elected each year; provided, however, that at the annual meeting of the members held in December, 1994, two of the directors elected shall serve for a period of one year, two of the directors elected shall serve for a term of two years and two of the directors shall serve for a term of three years. All of the directors shall be elected at the annual meeting of the members, and each director elected shall hold office until the next annual meeting of the members following his or her election and thereafter until his or

her successor shall be elected then shall qualify. The directors shall serve without compensation.

2. Article 5.08 is amended by changing the title to read "Quorum; Method of Communication at Meeting; Action Taken in Lieu of a Meeting: and by adding the following at the end:

A meeting of the board of directors may be held by any method of communication, including electronic and telephonic, by which each director may hear and be heard by every other member. In lieu of an actual meeting, the board of directors may act by unanimous written consents of directors, to be filed with the minutes of board meetings of the corporation.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly authorized officer as of the 26 day of AUGUST, 1997.

  
President

ATTEST:

  
Secretary

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