

**BYLAWS
OF
SOUTH NOLEN MEDICAL CONDO ASSOCIATION**

**ARTICLE 1
NAME, OFFICES**

Section 1.1 Name. The name of this condo association is South Nolen Medical Condo Association (the "Association").

Section 1.2 Principal Office. The principal office of the Association shall be as set forth in the Certificate of Formation of the Association. The address of the principal office may be changed from time to time by the Board of Directors.

Section 1.3 Registered Office and Agent. The Association's registered agent and registered office are as set forth in the Certificate of Formation of the Association, as the same may be changed from time to time by the Board of Directors. The registered office of the Association required by the TBOC to be maintained in the State of Texas, may be, but need not be, identical with the principal office.

Section 1.4 Other Offices. The Association may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Association may require.

**ARTICLE 2
APPLICATION**

Section 2.1 Applicability. These Bylaws are applicable to the Association. In accordance with the terms of the Declaration, Declarant (for such time as Declarant is the owner of any portion of the Property), all present and future Owners as Members of the Association, and any other Person who may be permitted to use the Common Elements are subject to these Bylaws and to any Regulations adopted from time to time by the Board of Directors. Ownership, rental or occupancy of any Condominium Unit in the Property shall be deemed conclusively to mean that the Owner, Tenant or occupant has accepted, ratified and will comply with these Bylaws and the Governing Documents.

**ARTICLE 3
PURPOSE**

Section 3.1 Association Purpose. The purpose of the Association is to promote the health and welfare of the Members and to protect and enhance the value of the Property, including, without limitation, providing for the management, and when applicable, the maintenance, repair and replacement of the General Common Elements. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

**ARTICLE 4
DEFINITIONS**

Section 4.1 Definitions. The following terms have the meanings set forth below:

"Act" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

“Member” means all present and future Owners of any Unit in the Condominium (including Declarant) as provided for herein.

“Minute Book” means the minute book of the Association that contains the minutes of all annual and special meetings of the Members and the Board of Directors and all resolutions of the Board of Directors.

“Owner” means any Person (including Declarant) owning fee title to a Condominium Unit, but does not include any person having an interest in a Condominium Unit as a leasehold interests or solely as security for an obligation, as further defined in the Declaration.

“Officer(s)” means the Officer(s) described in Article 8 of these Bylaws.

“Past Due Rate” means 18% per annum, subject to the applicable maximum lawful rate of interest under Texas law.

“President” means the Officer of the Association having the duties described in Section 8.4 of these Bylaws.

“Secretary” means the Officer of the Association having the duties described in Section 8.5 of these Bylaws.

“Suite(s)” means the subdivided physical portions of a Condominium Unit that may be designated for separate ownership or occupancy by the Declarant in the exercise of its Development Rights. For the purposes of these Bylaws, a Suite will be equivalent to a Condominium Unit or Unit, and the owner of Suite will be an Owner and Member (as both are defined herein) with a vote as provided in Section 5.3 of these Bylaws and as further defined in the Declaration.

“TBOC” means the Texas Business Organizations Code, as amended from time to time.

“Treasurer” means the Officer of the Association having the duties described in Section 8.6 of these Bylaws.

“Vice President” means the Officer of the Association having the duties described in Section 8.7 of these Bylaws.

Any capitalized term that is not defined in this Section has the meaning set forth in the Declaration.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration governs. In the event that the Code is hereafter amended or changed, both the Declaration and these Bylaws must be interpreted in a manner that conforms to the provisions of the Code with respect to non-profit entities, it being the intention to preserve the status of the Association as a non-profit entity. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the TBOC, such provisions of the TBOC will be controlling, provided however, in the event of a conflict between any other provision of these Bylaws and the TBOC, the provisions of these Bylaws will be controlling.

Article 5 Membership

Section 5.1 Membership. Each Owner is automatically a Member of the Association.

Director sees fit. A proxy shall be valid for the meeting specified in the proxy or any valid continuation of such meeting. Each proxy will be valid after eleven (11) months from the date of its execution unless otherwise provided therein. A Member may not revoke a proxy except by giving actual written notice of revocation to the Person presiding over the meeting.

Section 5.7 Quorum. Members holding sixty-seven percent (67%) of the aggregate votes entitled to be cast by Members in Good Standing represented at a meeting of Members in person or by proxy shall be necessary and sufficient to constitute a quorum for the transaction of business at such meeting. If a quorum is not present at any meeting, the Members present and entitled to vote at such meeting may adjourn the meeting from time to time, without further notice other than an announcement at that meeting, until a quorum is present. At any such adjourned meeting at which a quorum is later present, any business may be transacted which might have been transacted at the meeting as originally convened. Any Member who participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened shall not be counted toward a quorum.

ARTICLE 6 MEETINGS

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Members of the Association may be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

Section 6.2 Date of Annual Meetings. The first annual meeting of the Members shall be held within 18 months of the Association's formation. Thereafter, annual meetings of the Members must be held at least once each year on a date fixed by the Board of Directors by written notice to the Members. The Members may transact any business that may properly come before the meeting.

Section 6.3 Notice of Annual Meetings. The Secretary must mail notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid. This notice must be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and must state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Governing Documents. In lieu of mailing notice as herein provided, notice may be delivered by hand to the Members or left at the Unit address in their absence.

Section 6.4 Special Meeting. A special meeting of the Members may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by the Members having not less than twenty percent (20%) of the votes entitled to be cast at such meeting.

Section 6.5 Notice of Special Meetings. The Secretary must mail or deliver notice of any special meeting of the Members of the Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice must state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business may be transacted at any special meeting except as stated in the notice thereof.

Section 6.6 Agenda. The agenda at all meetings of the Members shall include: a) Roll call; b) Notice of meeting or waiver of notice; c) Reading of minutes of the preceding meeting, and approve of same; d) Reports of Officers and committees; e) Election of Directors, if applicable; f) Unfinished business; g) New business; and h) Adjournment.

Section 7.4 Election of Directors. The nominee, or nominees, as the case may be, receiving the highest number of votes shall be elected to the Board of Directors. Cumulative voting is not allowed.

Section 7.5 Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant during the Declarant Control Period (which vacancies shall be filled by the Declarant), if the office of any elected Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, must choose a successor to fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the Director with the longest continuous term on the Board of Directors selects the successor. At the expiration of the term of his position on the Board of Directors, the successor Director may be re-elected or his successor may be elected in accordance with these Bylaws.

Section 7.6 Removal of Directors. Except with respect to Directors appointed by Declarant during the Declarant Control Period (the removal of which shall only be effected by the Declarant), elected Directors may be removed, with or without cause, by a majority vote of the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including any individual Director whose removal is to be considered at this special meeting.

Section 7.7 Organizational Meeting of the Board of Directors. No later than thirty (30) days following each of (i) the filing of the Certificate of Formation, (ii) the termination of the Declarant Control Period, and (iii) each annual meeting of the Members, the Board of Directors must hold a regular meeting for the purposes of organization, election of Officers and transaction of other business. Notice of this meeting must be given to all Directors in accordance with Section 7.9 of these Bylaws, except for the initial meeting, which must be called by the Declarant.

Section 7.8 Place of Meetings. All meetings of the Board of Directors may be held at the principal office of the Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors. 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 Director, and any such meeting may involve consideration of any action, including any action involving a vote on a fine, damage assessment or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.9 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors must be given to each Director personally, by telegram, telephone, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least three (3) but not more than thirty (30) days before the date of the meeting. This notice must state the date, time, place and purpose of the meeting.

Section 7.10 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President on his own accord or by the President or the Secretary upon the written request of any two (2) Directors on three (3) days prior notice to each Director personally, by telegram, telephone, electronic mail, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, phone number, facsimile number or electronic mail address, as the same appears on the records of the Association.

for the operation, maintenance, renewal, care and upkeep of the General Common Elements; (vii) maintain the General Common Elements; (viii) maintain, in the Board of Director's discretion, a reserve fund out of Monthly Assessments adequate for the periodic maintenance, repair and replacement of the General Common Elements; (ix) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Member; (x) collect delinquent Assessments against any Condominium Unit and the Owner thereof, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate; (xi) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices; (xii) adopt a Budget for each fiscal year that contains estimates of the Common Expenses and proposed Monthly Assessments; (xiii) cause a review of the books and accounts of the Association to be made at the end of each fiscal year and at any other time or times deemed necessary; (xiv) maintain accounting records in accordance with accounting principles on the cash basis; and (xv) make and enforce compliance with the Rules and Regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these Bylaws, the Declaration and the Rules and Regulations adopted by the Board of Directors, and to amend the same from time to time as and when approved by appropriate resolutions binding on the Owners, tenants and occupants of Condominium Units, their successors in title and assigns.

(b) Powers: (i) employ and dismiss personnel of the Association, and to purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the General Common Elements; (ii) subject to Section 7.18 of these Bylaws, enter into contracts for management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services; (iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants. The Board of Directors are entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more Officers or employees of the Association; (B) counsel, public accountants; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority; (iv) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to this trustee (each of whom is referred to herein as the "Insurance Trustee"), who has exclusive authority to negotiate losses under any policy providing insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association has the power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes; (v) establish depositories for the funds of the Association with the bank or banks as designated from time to time by the Board of Directors and in which monies of the Association may be deposited; (vi) invest monies of the Association in any investments which the Board of Directors determines; (vii) borrow and repay monies and give notes, mortgages or other security determined by the Board of Directors; (viii) acquire by purchase, gift, annexation or lease, real or personal property; (ix) grant and reserve easements, leases, licenses or concessions for utilities, routes of ingress and egress, or any other purpose, over the General Common Elements and to amend the Map to show such interests; and (x) do all things incidental and necessary to the accomplishment of the above. The duties and powers imposed on the Board of Directors by this Section 7.15 may not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least sixty-seven percent (67%) of the votes of Members voting at the meeting called to consider such amendment.

the acceptance of a written resignation shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause must be filled by election by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose.

Section 8.4 President. The President is the chief executive Officer of the Association and presides at all meetings of the Members and the Board of Directors. The President has the general powers and duties usually vested in the office of the president of a community association, including, but not limited to, the power to appoint committees from the Members, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association; provided, however, no such committee has the right to exercise the full authority of the Board of Directors. The President is an ex-officio member of all standing committees, if any. The President may execute deeds, contracts and other instruments in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof is delegated by the Board of Directors to another Officer or agent of the Association.

Section 8.5 Secretary. The Secretary must attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in the Minute Book. The Secretary must perform the same duties for any committees when required. The Secretary has charge of the Minute Book, the records of the Association and any papers that the Board of Directors directs the Secretary to keep; perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary also has custody of the corporate seal and may affix the same to any instrument requiring it when authorized by the Board of Directors and may attest or certify the same when appropriate. The Secretary must keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the Condominium Unit that is owned by each Member; and (d) the voting weight of each Member. The Secretary may prepare, execute and cause the recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof is delegated by the Board of Directors to another Officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.6 Treasurer. The Treasurer has the responsibility for the Association's funds and securities, must keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and must deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer must disburse the funds of the Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and must render to the President and the Directors at the regular meetings of the Board of Directors, or whenever they or either of them requires, an account of his or her transactions as Treasurer and of the financial condition of the Association. Nothing prohibits the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer does not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Vice President. In the absence of the President or in the event of his or her inability or refusal

Section 9.5 Resignations and Removals. Any member of a committee may resign at any time by giving notice to the chairman of the committee or the Secretary. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove at any time, with or without cause, any Member of any committee whenever in the sole and exclusive judgment of the Board of Directors the best interests of the Association will be served thereby. The appointment of a person to a committee shall not of itself create contract rights.

Section 9.6 Committee Composition. The directors on each committee are to be appointed by the President subject to the approval of the Board of Directors. The Board of Directors shall have the power at any time to appoint Members to serve on, to fill vacancies in, to change the membership of, and to discharge any committee.

ARTICLE 10 INDEMNIFICATION

Section 10.1 Limitation of Liability. The Association shall indemnify Declarant, Directors, Officers, employees and agents of the Association to the fullest extent required by Chapter 8 of the TBOC and may indemnify such persons to the fullest extent. The Association shall have the power to purchase and maintain at its cost and expense insurance on behalf of such persons and such costs shall be a Common Expense. Notwithstanding any provision of this Article to the contrary, the Association shall not indemnify any person described in this Article if such indemnification, based upon communication with the Internal Revenue Service or opinion of legal counsel retained by the Board and paid as a Common Expense: (1) would jeopardize the Association's tax-exempt status under Section 501 (c)(4) of the Code, or (2) if the Association is determined to be a private foundation for federal income tax purposes, would cause the imposition of the federal excise tax for self-dealing under Section 4941 of the Code or for making a taxable expenditure under Section 4945 of the Code.

ARTICLE 11 BOOKS AND RECORDS

The Association must keep or cause to be kept (i) detailed financial records of the Association in sufficient detail to enable the Association to prepare a resale certificate in accordance with the provisions of Section 82.157 of the Act, (ii) if available, the plans and specifications used to construct the Condominium, (iii) the Condominium Information Statement and any amendments thereto, (iv) the name and mailing address of each Owner of a Unit; (v) voting records, proxies and correspondence relating to all amendments to the Declaration, and (vi) the minutes of all meetings of the Association and the Board of Directors. All books and records of the Association must be available for inspection by the Owners, the First Mortgagees, and their respective agents and representatives, during normal business hours. All books and records of the Association must be kept in accordance with either cash basis of accounting or generally accepted accounting principles, consistently applied, and must be audited at least once a year by an independent auditor who need not be a certified public accountant and the cost of such audit shall be paid by the Association as a Common Expense. The Association must make available for review to each Owner, and to each First Mortgagee requesting same in writing, copies of the financial statements of the Association within ninety (90) days following written request. The Board of Directors must further make available, during normal business hours, within ninety (90) days following written request, for the inspection by Owners, the First Mortgagees, and their respective agents and representatives, the current version of the Governing Documents and all other documents affecting the Association, the Owners or the Property, as well as all amendments thereto and revisions thereof. The cost of any copies shall be reimbursed to the Association at a rate set by the Board of Directors.

(d) The Board of Directors has the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or successor thereto) with whom the Association has entered into any insurance trust agreement, who has exclusive authority to negotiate losses under any policy providing the commercial general liability insurance required to be provided herein.

(e) By acceptance of a deed to a Condominium Unit, an Owner irrevocably appoints the Association (which appointment is a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of documents, and the performance of all other acts necessary to accomplish such purpose and the Association or such trustee, successor trustee or authorized representative must receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the First Mortgagees as their interests may appear. Any proceeds paid under such policy must be disbursed first for the repair or restoration of any damaged General Common Elements, and no Owner or First Mortgagee or other lienholder may receive payment of any portion of such proceeds unless a surplus remains after complete restoration or the Condominium has been terminated.

(f) The Association may obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate, including without limitation, liability insurance for all Officers, Directors, trustees and employees of the Association for claims arising out of the administration of the Association. The premiums for all insurance coverages maintained by the Association pursuant to this Section constitute a Common Expense and are payable by the Association.

(g) To the extent not covered by insurance purchased by the Association, an Owner shall obtain and maintain, at such Owner's sole cost and expense, the following: (i) property insurance on the Unit (including, without limitation, coverage of the structural components of the Owner's Unit, the exterior surface of the roof, exterior walls, foundation, all Systems that serve only or are a part of the Owner's Unit, fixtures and appliances therein contained, all Unit doors and windows and the replacement thereof, including, but not limited to, hardware and glass), and any Limited Common Elements that serve only that Unit, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, in total amount of the full replacement value of the replacement cost or actual cash value of the insured property as of the effective date and at each renewal date of the policy; (ii) insurance covering all improvements to its Unit and all personal property located thereat or constituting a part thereof; and (iii) sufficient liability insurance coverage to cover any acts or omissions by Unit Owner, its servants, employees, agents, tenants, invitees, and licensees for damage done to other Units. Each Owner shall submit proof of such insurance coverage within ten (10) business days of the Association's written request for documentation of coverage. Nothing herein prohibits an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate.

(h) THE ASSOCIATION, AND EACH OWNER BY HIS POSSESSION OR ACCEPTANCE OF TITLE TO A CONDOMINIUM UNIT, HEREBY WAIVES ANY AND EVERY CLAIM WHICH ARISES OR MAY ARISE IN ITS OR HIS FAVOR AGAINST ANY OTHER OWNER OR THE ASSOCIATION FOR ANY AND ALL LOSS OF, OR DAMAGE TO, ITS OR HIS PROPERTY LOCATED WITHIN OR UPON, OR CONSTITUTING A PART OF, THE CONDOMINIUM, WHICH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE FIRE AND EXTENDED COVERAGE INSURANCE POLICIES, TO THE EXTENT SUCH LOSS OR DAMAGE IS RECOVERABLE THEREUNDER. Inasmuch as the foregoing mutual waivers will preclude the assignment of any of such claim by way of subrogation (or otherwise) to an insurance company (or any other party), the Association and each Owner immediately must give, to each insurance company which has issued policies of insurance to such Owner,

notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. If the Board of Directors determines that noncompliance with the Governing Documents exists, Owner shall have thirty (30) days from the date of the Board of Directors' ruling to remedy the problem (unless otherwise extended by the Board of Directors). If Owner fails to timely remove or remedy such noncompliance, the Board may either remove or remedy the noncompliance at Owner's sole cost and expense. If such expenses are not promptly repaid by Owner to the Association, such expenses shall be deemed Special Assessments or Individual Assessments and shall be collectible as such.

(c) Effect of Nonpayment of Assessments. In addition to any remedies provided for herein and in the Governing Documents, any Assessments not paid within fifteen (15) days of the date due (i) incurs a late charge of Twenty-Five and No/ 00 Dollars (\$25.00) and (ii) bears interest at the Past Due Rate, and all Assessments are recoverable by the Association, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in Tarrant County, Texas.

ARTICLE 15 MISCELLANEOUS

Section 15.1 Fiscal Year. The fiscal year of the Association is the calendar year unless the Board of Directors determines otherwise.

Section 15.2 Amendments to Bylaws. (a) These Bylaws may be amended from time to time by the affirmative vote of the Declarant during the Declarant Control Period, or the Directors or by the affirmative vote, in person or by proxy, of at least 67% of the votes cast by the Members voting at the meeting called to consider such amendment. (b) Notwithstanding any other provision of these Bylaws, at no time may any amendment be made to these Bylaws so as to affect or change any power granted to the Declarant without the prior written consent of the Declarant during the Declarant Control Period.

Section 15.3 Inspection of Bylaws. The Association must keep in its principal office the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary and open to inspection by the Members during normal business hours.


Section 15.4 Membership Minutes. The membership register and the Minute Book must be open to inspection upon demand of any Member during the normal business hours of the Association. for purposes reasonably related to his interest as a Member.

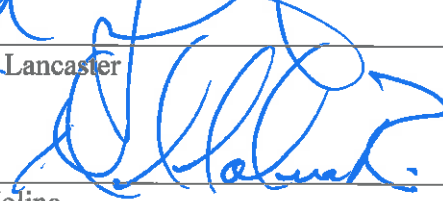
Section 15.5 Construction. Number and gender as used in these Bylaws extend singular and plural and all genders as the context and construction to and include both require.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]*

This is to certify that the foregoing Bylaws of the Association were duly adopted by resolution of the Board of Directors at a meeting of the Board of Directors effective as of May 21, 2019, although not necessarily signed on such date.

DIRECTORS:


James C. Lancaster

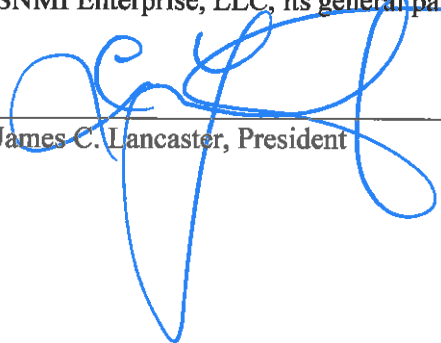

Daniel Molina


Craig Wilkinson

DECLARANT:

South Nolen Medical Investments, Ltd.

By: SNMI Enterprise, LLC, its general partner

By: 
James C. Lancaster, President