EXHIBIT "B"

CONDOMINIUM BYLAWS

OF

WILLOW BEND PROFESSIONAL BUILDING

ARTICLE 1. DEFINITIONS.

The words defined in the Condominium Declaration for Willow Bend Professional Building shall have the same meaning in these Condominium Bylaws.

ARTICLE 2. ASSOCIATION.

2.01. Administration. Willow Bend, A Condominium Project located in Collin County, Texas shall be administered by a Council of Co-owners as defined (is) the Act, which shall be a Texas non-profit corporation organized under the name of Willow Bend or such other name as the Declarant may designate (hereinafter called the Association). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project and the Common Elements, shall be subject to the provisions of such documents.

2.02. Independent Management. The Association may provide for independent management of the Condominium Project.

2.03. Membership; Voting. Membership is the Association and voting by members of the Association shall be in accordance with the following provisions:

(a). Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership. No Owner shall be required to pay any consideration whatsoever solely for his membership in the Association.

(b). The share of an Owner in the assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit.

(c) Each Owner shall be entitled to a vote, the value of which shall equal the total of the percentage of Ownership allocated to the Units owned by such Owner as set forth in the Declaration.

(d). No owner, other than the Declarant, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium project to the Association. The vote of each Owner may only be cast by such Owner or by a proxy given by such Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Owners (hereinafter called "Joint Owners"), any one of such Joint Owners may vote as the Owner of the Unit at any meeting of the Association and such vote shall be binding on such other Joint

Owners who are not present at such meeting until written notice to the contrary has been received by the Association, in which case the unanimous action of all such Joint Owners are (in person or by proxy) shall be required to cast their vote as Owner. If two or more of such Joint Owners are present at any meeting of the Association, then unanimous action shall also be required to case their vote as Owner.

(e). There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the Corporate Bylaws of the Association (hereinafter called the "Corporate Bylaws"). Notice of the time, place and subject matter of all meetings, as provided in the Corporate Bylaws, shall be given to each Owner at the address given by such Owner to the Association. If any Owner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of each Owner and such Owner shall be deemed to have been given notice of any such meeting irrespective of actual receipt thereof.

(f). Except as otherwise provided by statute or these Condominium Bylaws, the presence in person or by proxy of more than 50% of the percentage of ownership of the Owners qualified to vote shall constitute a quorum for holding any meeting of the member of the Association. If, however, such quorum shall not be present or represented at any meting of the Owners, the Owners present, in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted at the meeting as originally notified.

(g). At any meeting of the members of the member of the Association, votes may be cast, in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time if each meeting of the members of the Association.

(h). When a quorum is present at any meeting of the Association, the vote of more than 50% of the percentage of ownership qualified to vote and present, in person or by proxy, at such meeting shall decide any questions brought before such meeting, unless the question is one upon which a different vote is required by express provision of the statutes or these Condominium Bylaws, in which case, such express provision shall govern. The owners present, in or by proxy, at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum.

(i). At all meetings of the Owners, cumulative voting shall not be permitted.

2.04. Books of Account. The Association shall keep detailed books of account showing all expenditures and receipts of the administration of the Condominium Project, which shall specify the expenses of maintenance and upkeep of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such books shall be open for inspection by the Owners during reasonable working hours on weekdays and shall be audited at option of Owners, annually by qualified auditors approved by the Owners. The cost of such audit shall be an expense of administration of the Condominium Project.

2.05. Association Expenses and Receipts. All expenses paid and incurred by the Association and all money and other property received by the Association shall be so paid, incurred and received by the Association on behalf of the Owners and are herein called "Association Expenses" and "Association Receipts". Association Expenses shall

include, but not be limited to, the cost incurred in the satisfaction of any liability arising in connection with the maintenance, operation or use of the Condominium Project.

2.06. Qualification of Board Members. Each director of the Association, other than the initial directors designated in the Articles of the Incorporation of the Association and any replacement directors selected by the Declarant prior to the first meeting of the Association must be a member of the Association or an officer or director or a corporate member or a partner of a partnership member.

2.07. First Meeting of Members. The first meeting of the members of the Association shall be held within ninety (90) days after conveyance by the Declarant of more than 75% in percentage ownership of the Units in the Condominium Project. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Association, or their replacements.

ARTICLE 3. ASSESSMENTS.

3.01. Association Assessments. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as Association.

3.02. Annual and Special Assessments.

(a). The Directors shall establish in advance for each fiscal year of the Association an annual budget for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The assessment of each Owner for his pro rata share of the Association Expenses for such year shall be established by the Directors. Copies of such budget shall be delivered to each Owner, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Directors at any time determine, in their sole discretion, that the assessments levied are insufficient to pay such expenses in any fiscal year, the Directors may at any time, and from time to time, levy each additional assessments as they shall deem necessary for such purpose.

(b). Special assessments, other than that described I (a) above, may from time to time meet other requirements of the Association, and the Condominium Project, including but not limited to, capital improvements and the purchase or lease of a Unit pursuant to paragraph 7.09 hereof; provided, however, that any such special assessment shall not be levied without the prior approval of at least 70% of the percentage of ownership of all of the owners.

3.03. Allocation of Assessments. all assessments levied against the Owners to cover Association Expenses shall be apportioned among, and paid by, the Owners in accordance with the percentage of ownership allocated to each Unit in the Declaration. Assessments shall be due and payable monthly on such day of the month as the Directors shall determine commencing with delivery of a deed to a Unit. The payment of and assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for

such payment and shall bear interest at the rate of ten (10%) per annum commencing ten days after the due date thereof until paid in full. Each Owner (whether one or more persons, including all of the shareholders of any corporation and all of the members of any professional association) shall be and remain personally liable for the payment of all assessments which may be levied against such Owner by the Association in accordance with these Condominium Bylaws, and any unpaid assessments with accrued interest thereon owned, with respect to a Unit, shall be collected out of the sales proceeds of such Unit in accordance with Section 18 of the Act.

3.04. Rent. Texas and Insurance Premiums. Each Owner shall pay to the Association, together with, and as part of this assessment, ad valorem taxes on the Condominium Project, and the premium on all insurance policies carried by the Association, for repayment to the persons entitled thereto.

3.05. Collection of Assessments. The Association may, in addition to its rights under Section 18 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorney's fees, shall be chargeable to the Owner in default. Assessments in default shall constitute a lien upon the Unit of the Owner in default upon sending of an affidavit stating the Amount thereof and describing the Unit in the Contract of Mechanic's Lien Records of Collin County, Texas, and such lien may be enforced by judicial foreclosure. Such lien shall be subordinated to any deed of trust or mortgage lien on the Unit. The Association may discontinue services to an Owner in default of his obligation to the Association, or other Owners as set forth herein upon thirty (30) days' written notice to such Owner and to any mortgagee of such Owner's Unit of its intent to do so. An Owner in default of his obligations to the Association, or other owners as set forth herein, shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

3.06. No Exemptions. No Owner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or by sale of his Unit which is not made in accordance with paragraph 7.09 of these Condominium Bylaws. In the event of a sale of his Unit, in accordance with paragraph 7.09 of these Condominium Bylaws, the former Owner of such Unit shall be relieved from liability for his contribution toward the expenses of the Association and the Condominium Project accruing and becoming payable from and after the date of closing such sale.

ARTICLE 4. OWNER ACTION

Without limiting the other legal rights of any Owner of the Association, legal action may be brought by the Association in its sole discretion on behalf of two (2) or more Owners as their respective interests may appear in any cause or action relating to the Common Elements on more than one (1) Unit.

ARTICLE 5. INSURANCE

The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, and such other insurances the Directors may determine (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof, in accordance with the following provisions:

(a). **The Master Policy shall be purchased by the Association for the benefit of the Association, the Owners and their mortgagees, as their interests may appear (subject to the provisions of the Condominium Bylaws, the Declaration and the Act), and provision shall be made for the issuance of appropriate mortgagee endorsements to the mortgagees of the Owners. The Owners shall obtain insurance coverage at their own expense upon their personal property and, in addition, shall obtain comprehensive personal liability insurance covering comprehensive personal liability for damage to person or property of other located within such Owner's Unit, or in another Unit, or upon the Common Elements resulting from the negligence of the insured Owner in such by the Directors, but in no case less than $100,000 for each occurrence. All property and liability insurance carried by an Owner or the Association shall contain waivers of any defense based upon co-insurance or invalidity arising from any acts of the insureds, and shall provide that such policies may not be canceled or substantially modified without thirty (30) days' prior written notice thereof to each of the insured, including all mortgagees of Units.**

(b) **Improvements, personal property and other Common Elements of the Condominium Project shall be insured against fire and other perils, covered by a standard extended coverage endorsement, in an amount equal to the full replacement cost thereof, and not less than an eighty percent (80%) coinsurance basis, with waiver of depreciation and waiver of subrogation endorsements. The Association shall use its best efforts to cause the liability insurance carried by the Association to contain appropriate provisions to cover liability of each of the Owners, individually and as a group, to another Owner.**

(c). **All premiums upon insurance purchased by the Association pursuant to these Condominium Bylaws shall be included in the Association's budget in accordance with paragraph 3.02 (a) hereof, except that the amount of increase of such premiums occasioned by the misuse or abandonment of a Unit or the Common Elements by an Owner shall be assessed against such Owner.**

(d). **Proceeds of all insurance policies owned by the Association shall be received by the Association as Association Receipts, held in a separate account and distributed to the Owners and their mortgagees (subject to the provisions of the Condominium Bylaws, the Declaration and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article 6 of these Condominium Bylaws, the proceeds of any insurance received by the Association as a result of any loss resulting repair or reconstruction under the Declaration and these Condominium Bylaws shall be applied to such repair or reconstruction.**

(e). **Each Owner by ownership of a Unit, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association, as said attorney,**

shall have full power and authority to purchase and maintain such insurance, to collect and remit the premium therefor, to collect proceeds thereof, and to distribute the same to the Association, the Owners and their respective mortgagees (subject to the provisions of these Condominiums Bylaws, the Declaration and the Act) as their interests may appear, to execute all documents and to do all things on behalf of such Owner and the Association as shall be necessary or convenient to the accomplishment of the foregoing; and insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit, nor the liability of any Owner for occurrence therein not caused by, or connected with, the Association's operation, maintenance or use of the Condominium Project.

ARTICLE 6. RECONSTRUCTION OR REPAIR

6.01 Vote of Members. If less than two-thirds (2/3rds) of the Condominium Project shall be damaged by fire or any other disaster, then the Condominium Project shall be rebuilt or repaired. If such damage shall affect more than two-thirds (2/3rds) of the Condominium Project, then reconstruction shall not be compulsory, without the unanimous consent of all of the Owners.

6.02. Plan of reconstruction or repair of the Condominium Project or any Unit located therein, shall be substantially in accordance with the Declaration and the original plans and specifications for the Condominium Project, unless the Owners shall unanimously decide otherwise.

6.03. Repair of Units. Each Owner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to, the floor coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein. Each Owner shall also be responsible for the costs, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse, or the negligence or misuse by his guests, agents, employees, or contractors. In the event damage to all or any part of the interior of an Owner's Unit is covered by insurance held by the Association for the benefit of the Owner, then such Owner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds, or any portion thereof, from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction, or repair during the course thereof. In the event damage to all or any part of the interior of an Owner's Unit is not covered by insurance held by the Association for the benefit of such Owners, then such Owner shall begin reconstruction or repair of his Unit within (60) sixty days after the date of such damages, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

6.04. Costs of Repair. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

(a). The costs of restoring all damages caused by the Casualty by the Common Elements (hereinafter referred to as the "Common Elements Costs"); and,

(b). The cost of restoring that part of the damage caused by the Casualty of each Unit which is, or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owner by the Association in the following manner:

(i) All Owners shall be assessed on the basis of their percentage of ownership in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

(ii). Each Owner of a damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs and a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

6.05. Eminent Domain. In the event of any taking of any Unit in the Condominium Project by eminent domain, the owner and his mortgagee of such Unit shall be entitled to receive the award for such taking, and after acceptance thereof, he and his mortgage shall be divested of all interests in the Condominium Project and such Owner shall vacate his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority, in percentage of ownership, of the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Owner does appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of Condominium Project shall be resurveyed and the Declaration and Exhibit "A" thereto shall be amended as provided in paragraph 6(e) of the Declaration to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Condominium Project of one hundred percent (100%).

ARTICLE 7. RESTRICTIONS

7.01. Modifications. No Owner shall make structural alterations or modifications, except partitions, doorways, wallpaper and paint, to his Unit or to any of the Common Elements, including but limited to, the erection of antennae, aerials, awning, the placement of any reflective or other material in the windows of the Unit or other exterior attachments without the written approval of the Association. The Association shall not approve any alterations, decorations, or modifications, which would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

7.02. Lease of Units. An Owner may lease his Unit for the same purposes set forth in paragraph 6(b) of the Declaration, provided that such lease transaction is in accordance with the provisions of paragraph 7.09 hereof.

7.03. Improper Activities. No immoral, improper, or unlawful activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No 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 Condominium Project.

7.04. Signs. No signs or other advertising devices shall be displayed, which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Directors, provided, however, that the tenants or Owners of the commercial space designate on the Plat may have signs on their windows and doors within such limitations in a site and type as the Declarant may personally determine, but not on the exterior walls of the Improvements, and provided, further, that no tenant or Owner of the commercial space can be excluded from any building directory unless prohibited by law or ordinance.

7.05. Use of Common Elements. The Common Elements shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Directors, nor shall the common Elements be used in any way for the drying, shaking, or airing of clothing or other fabrics. Stairs, entrances, sidewalks, yards, driveways and parking areas shall not be obstructed in any way nor shall authorized persons use them for other than their intended purposes. In general, no activities shall be carried on, nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium Project.

7.06. Maintenance of Unit. Each Owner shall maintain his Unit in clean, safe and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements or any other Unit, and each

Owner shall be responsible for his negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to the Common Elements or any other Unit.

7.07. Regulation. Rules and regulations concerning the use of the Condominium Project shall be promulgated by the first Board of Directors of the Association prior to the first annual meeting of the Association, and such Rules and Regulations shall be binding on all members of the Association unless duly amended by a majority, in percentage of ownership, of all of the Owners.

7.08. Access of Agents. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements of the Units. The Association or its agent shall also have access to each unit at all times, without notice, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. If requested by the Association, each Owner shall furnish to the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

7.09. Sale or Lease. No Owner may dispose of or release a Unit or any interest therein by sale, gift, lease or otherwise, without approval of the Association, which approval shall be obtained in the manner hereinafter provided, except for (i) conveyances by gifts to family members of OWNERS for THEIR benefits, devise or INHERITANCE, (ii) conveyance by one Joint Owner of a Unit to one or more other Joint Owners of the same Unit; (iii) upon the dissolution of a corporation or association which is an Owner, the conveyance of the Unit to the shareholders or members thereof as Joint Owners; (iv) upon the formation of a corporation or association by Joint Owners to such corporation or association; or (v) upon the admission of a new partner to a partnership which is an Owner, or to a partnership formed by an Owner, the conveyance of an individual interest in the unit to such new partner or the conveyance of such Unit to such partnership.

(a). An Owner intending to make a sale or lease of a Unit or any interest therein, except as hereinabove permitted, shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may be reasonably require in connection with such transaction. Such Owner shall, by such notice, also furnish the Association with the terms and conditions of the proposed sale or lease. The giving of such notice shall constitute a warranty and representation by such Owner to the Association and of any purchaser or lessee produced by said Association as hereinafter provided, that such Owner believes the proposal to be bonafide in all respects. So proposed transaction shall be deemed bonafide which is not evidenced by a written contract of sale or lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing Owner and the proposed purchaser or lessee and containing all the terms of the sale or lease proposed to be made.

(b) Within seven (7) days after receipt of the notice described in (a) above, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it, which purchaser or lessee may be the Association shall execute a contract of sale or lease in accordance with the terms of the notice described in (a) above within seven (7) days after the selling or leasing Owner is given notice by the Association that such purchaser or lessee is being furnished by the Association. Failure of the Association to either approve such sale or lease within such seven (7) days period for any reason whatsoever, shall be deemed to constitute approval of such sale or lease, following which the Association shall, nevertheless, prepare and deliver written approval in recordable form, if requested by such selling or leasing Owner.

c). The Declarant shall not be subject to this paragraph 7.09 in the first sale of, or any lease of, any Unit owned by the Declarant. However, the Declarant hereby agrees not to sell the remaining Unit or Units to any other General Dentists, Orthodontists, Prosthodontists, or abortion clinics.

7.10. Limitation During Sales Period. None of the restrictions contained in the Article 7 shall apply to the commercial activities, signs, billboards, if any, of the Declarant during the sales period of the Condominium Project or to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Corporate Bylaws as the same may be amended from time to time.

ARTICLE 8. MORTGAGES

8.01. Notification of Association. Any Owner who mortgages his Unit shall notify the Association of the same and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report to such mortgagee any unpaid assessments due from the Owner of such Unit at the same time as the Association makes demand on the Owner of the Unit for payment of such assessment.

8.02. Notification of Mortgagees. The Association shall notify each mortgagee appearing in the book described in paragraph 8.01 herein of the name of each company insuring the Condominium Project under the Master Policy and the amounts of coverage thereunder.

ARTICLE 9. COMPLIANCE

9.01. Acceptance of Governing Rules. The Association, all present or future Owners, tenants or future tenants, or any persons using the facilities of the Condominium Project, are subject to, and shall comply with, the Act, the Condominium Bylaws, the Articles of Incorporation, the Corporate Bylaws, and the Rules and Regulations of the Association; and the acquisition, occupancy or rental of a Unit shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any such documents, the documents shall govern or control in the following order or preference; (1) the Act, (2) the Declarant, (3) the Condominium Bylaws, (4) the Articles of Incorporation of the Association, (5) the Corporate Bylaws of the Association and (6) the Rules and Regulations of the Association.

9.02. Amendment of Condominium Bylaws. These Condominium Bylaws may be amended from time to time at a meeting of the members of the Association called for such purpose, upon the affirmative vote of the 75% of the percentage of ownership of the Owners with the consent of the mortgagees, if any, of such Units.

ARTICLE 10. ADDITIONS AND ALTERATIONS BY THE ASSOCIATIONS

Whenever, in the judgment of the Directors, the Common Elements shall require additions, alteration or improvements costing more than Ten Thousand Dollars ($10,000.00) which are not be made at the expense of any individual Owner for the Owner's own benefit, and the making of such additions, alterations or improvements shall have been approved at an annual or special meeting of the Association and by the mortgagees holding mortgages or deeds of trust constituting first liens upon not less that two thirds (2/3rds) of the percentage of Ownership of the Units, the Directors shall proceed to cause such additions, alterations, or improvements to be made and shall assess all Owners for the cost thereof as a special assessment. Any additions, alterations or improvements costing Ten Thousand Dollars ($10,000.00) or less may be made by the Directors without further approval of the Owners as a special assessment, provided, however, that no more than Twenty Thousand Dollars ($20,000.00) shall be expended for any such purposes in any one year without approval by two thirds (2/3rds) of the percentage of Ownership of the Owners at a meeting of the Association.

ARTICLE 11. DEFAULT

11.01. Definition. Failure by any Owner to comply with any of the Declarations of these Condominium Bylaws, the Articles of Incorporation or Corporate Bylaws or duly adopted Rules and Regulations of the Association shall constitute an event of default by such Owner, and shall be grounds for relief, which may include, without intending to limit the same, and action to recover sums due for damages and injunctive relief, or any combination thereof.

11.02. Costs. In any proceeding arising because of any alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees from such Owner.

11.03. No Waiver. The failure of the Association or of any Owner to reinforce any right, provision, covenant or condition which may be granted by the Declaration, these Condominium Bylaws, the Articles of Incorporation, Corporate Bylaws or duly adopted Rules and Regulations of the Association, shall not constitute a waiver of the rights of the Association or of any such Owner to enforce such right, provision, covenant or condition in the future.

11.04. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Owner, pursuant to any provision of the Declaration, these Condominium Bylaws, the Articles of Incorporation Corporate Bylaws, or duly adopted Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE 12. SEVERABILITY.

In the event that any of the terms, provisions or covenants of these Condominium Bylaws are held to be partially or wholly invalid or enforceable 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 held to be partially invalid or unenforceable.

ARTICLE 13. TABLE OF CONTENTS: HEADINGS

The table of contents and heading used in these Condominium Bylaws have been inserted for convenience only, and do not constitute matter to be construed in interpretation.