

ORIGINAL
SEM

**BYLAWS
OF
THE WOODS SUBDIVISION OWNERS ASSOCIATION**

ARTICLE I
NAME AND LOCATION

Section 1.01. The name of the Association is the Woods Subdivision Owners Association. The registered principle offices and facilities of the Association shall be that of the current Board President who shall be the registered agent of the Association. Meetings of members and Directors may be held at such places within Kerr County, Texas, as designated by the Board of Directors.

Section 1.02. The Association shall not change the location of the offices or facilities without the concurrence of the entire Board of Directors.

ARTICLE II
DEFINITIONS

The terms used in these Bylaws shall be as defined in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") by Carl D. Meek, Jr., John Miller, Jr., and Patrick Olfers, and wife, Sarah Olfers, ("Declarants") applicable or the property therein described recorded in Volume 213, Page 356, Volume 240, page 375, and Volume 294, page 611 of the Deed Records of Kerr County, Texas, and as the same may be amended or supplemented from time to time as therein provided, declared and established, the terms and provisions of which Declaration are incorporated herein by this reference and made a part hereof for all purposes, unless a different meaning or intent clearly appears from the context hereof.

ARTICLE III
PURPOSES

The Association shall be non-profit and does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association set forth in, and upon and subject to the provisions of the Declaration, to provide for the maintenance, preservation and architectural control of the Property for the benefit of the members, to promote the health, safety and welfare of the members, and to preserve the beautification of the Property. No member, member of the Board or persons from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary benefit from the operation thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board. However, reasonable compensation may be paid to any member while acting as an agent or employee of the Association and/or any member of the Board, may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the association.

ARTICLE IV
MEMBERSHIP

Section 4.01. Every person or entity who is now or hereafter becomes an Owner shall automatically be a member of the Association, subject to the terms and provisions of the Declaration, including without limitation

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the obligation to pay assessments, as therein provided. Membership shall be appurtenant to and not be separated from ownership of any Lot.

Section 4.02. The Association shall have one class of voting membership as specified in the Declaration.

Section 4.03. The rights of membership are subject to the payment of assessments as set forth in the Declaration.

Section 4.04. The membership rights of any member whose interest in a Lot is subject to the assessments referred to hereinabove, whether or not he/she is personally obligated to pay such assessments, may be suspended by action of the Board of Directors during the period when such assessments remain unpaid, which suspension shall include and extend to the rights of every tenant of such member, each individual residing with such member or tenant on such member's Lot and each guest of either of them, but, upon payment of such assessments, such rights and privileges shall be automatically restored. If, at any time, the Board of Directors shall have adopted and published rules and regulations governing the use of the Common Area and facilities, and the personal conduct of members and every tenant of every member, and each individual who resides with either of them or who is a guest of either of them, respectively, they may, in their discretion, for violation of such rules and regulations, suspend such rights, such suspension to continue for a period not to exceed sixty (60) days. Notwithstanding any provision herein contained to the contrary, the Directors shall not deny use of such of the Common Area as is necessary for access to each Lot, including without limitation streets and sidewalks.

Section 4.05. The expenses of the Association for which assessments may be made may include, among other things: expenses of management; taxes and special assessments; insurance for the casualty and public liability; landscaping and care of grounds; fencing; repairs and renovation; wages; legal and accounting fees; maintenance; preservation and beautification of the land owned by the Association or under the supervision of the Association; enforcement of the restrictions, covenants and conditions imposed on the members by virtue of their ownership of a Lot; the construction, installation and maintenance of recreational facilities owned or controlled by the Association; creation of a reasonable contingency or other reserve or surplus fund; and other matters specified in the Declaration.

Section 4.06. The fiscal year of the Association shall be a calendar year. Assessments, as determined by the Board, shall be made on an annual basis, will be fixed at uniform rates and will be collected as the Board shall determine. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement, and shall be payable as the Board determines. The first annual assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the amount of such annual assessment as the remaining number of months in that year bears to twelve: provided, however, that if the date of the commencement falls on other than the first day of the month, the assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if it is to be paid in installments, of any assessment shall be fixed in the respective resolution authorizing such assessment.

Section 4.07. (a) The Board of Directors shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to

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inspection by any Owner; provided, however, that notwithstanding anything to the contrary herein, the Board of Directors shall not fix an assessment of more than \$50.00 per lot per year cumulative without the approval of the majority of the Owners.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 4.08. Each member agrees to indemnify and hold each of the other members harmless from any and all claims of mechanic's liens filed against Common Area elements for labor, materials, services or other products incorporated within the members dwelling on such member's lot for which such member is obligated to pay in accordance with these Bylaws and the Declaration. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such member shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred and No/100 (\$100.00) Dollars. Such sum or security shall be held by the Association pending final adjudication or settlement. Any deficiencies shall be paid forthwith by the subject member, and his/her failure to do so shall entitle the Association to make such payment, and the amount thereof shall be a debt of the member and a lien against such member's Lot which may be foreclosed as provided in the Declaration.

Section 4.09. (a) If any assessment or any part thereof is not paid within thirty (30) days after the date(s) specified in the notice to the Owner, then the unpaid amount of such assessment shall become delinquent. A one-time fee of \$10.00 will be added (This was added to the bylaws at the May 9,2013 by unanimous vote) together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner, his/her heirs, executors, devisees, personal representatives and assigns. Each Owner by his/her acceptance of a deed or conveyance of his/her Lot hereby grants a continuing lien on the Lot of each such Owner as security for such assessments which shall bind such Lot in the hands of the Owner, his/her heirs, legal representatives, successors and assigns, and each Owner by his/her acceptance of a deed or conveyance of his/her Lot hereby grants, sells and conveys such Lot to David L. Jackson, Trustee, and his/her successors in trust, to further secure such obligations, with the express power of sale and the right of the Association to sell such Lot at public sale in accordance with Section 51.002 of the Texas Property Code, Texas Revised Civil Statutes. Further, the Declarant hereby retains a vendor's lien against each Lot as security for said assessments and said vendor's lien is hereby transferred and assigned to the Association without recourse. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation and shall not pass to his/her successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and affect. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his/her Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the due date specified in the notice to the Owner, the unpaid amount of such assessment shall bear interest from the date of delinquency at

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the rate of ten percent (10%) per annum, and the Association may, at its election and in addition to any and all other rights or remedies hereunder, at law or in equity, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Lot subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in any action and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the court, together with the costs of the action.

Section 4.10. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot subject to assessment for purchase money or improvements; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or transfer in lieu thereof of such property pursuant to the terms and conditions of any such deed of trust or mortgage. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 4.11. The following property to this declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All common Area as defined herein and in the Declaration.

No Owner shall, without the prior written consent of the Association (which consent need only be approved by the Board of Directors of the Association), sell, convey or in any way transfer any Lot, in whole or in part, unless and until such Owner shall obtain from the Board of Directors of the Association, and shall furnish to such Owner's purchaser or transferee, a certificate (dated not more than ten (10) days prior to the date of such transfer or conveyance) in writing signed by an officer or agent of the Association setting forth that all assessments payable by such Owner have been paid to the date thereof, that such Owner is not delinquent in the payment of such assessments as of the date thereof, that such Owner is not in violation of any restrictions, covenants and conditions or rules and regulations of the Association and that such Owner is otherwise in good standing with the Association. Such certificate shall be furnished by the Board of Directors in accordance herewith. Any sale, transfer or conveyance by virtue of foreclosure, or in lieu thereof, with respect to first mortgages or deeds of trust constituting and creating a first and prior lien on a Lot are expressly excluded from the provisions and requirements hereof.

ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT
OF THE COMMON AREA

Section 5.01. Each member and each tenant of each member who resides on a Lot and each individual who resides with either of them or who is the guest of either of them, respectively, shall be entitled to the use and enjoyment of the Common Area and facilities in accordance with and subject to the terms and conditions set forth in the Declaration and subject to any applicable rules and regulations that may be adopted from time to time by the Board of Directors of the Association.

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Section 5.02. Such member shall notify the Secretary of the Association in writing of the name of any person or tenant residing on such member's Lot or of the name of any guest of a member or person or tenant residing on such member's Lot. The rights and privileges of any such persons are subject to suspension hereunder to the same extent as those of the member.

ARTICLE VI
DIRECTORS

Section 6.01. The management and control of the affairs, activities and property of the Association, including without limitation any powers and authority of the Board and Management Committee specified in the Declaration which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, by these Bylaws or by the Declaration prohibited. The power and authority of the Board of Directors shall include, but shall not be limited to, the power and authority to:

(a) establish, levy and assess, and collect the assessments referred to herein and in the Declaration;

(b) adopt and publish or cause to be published rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members, the tenants of the members, the persons residing with either of them, and the guests of either of them respectively;

(c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ managers, independent contractors, or such other employees of the Association as it may deem necessary, and to prescribe their duties;

(e) suspend the voting rights and right to use of the Common Area of a member (including those of a tenant of such member, any persons residing with such member or tenant and any guest of such member or tenant) during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(f) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration.

Section 6.01.1. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the members at the Annual Meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4th) of the entire voting membership;

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

(c) as more fully provided herein and in the Declaration to:

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(1) fix the amount of the assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) cause written notice of each assessment to be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) collect the assessments assessed against each Lot; and

(4) may foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;

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

(e) may procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause the assessment proceeds to be expended for maintenance of the Common Area and related activities consistent with the purpose of the assessment under the terms of the Declaration;

(g) cause all officers or employees of the Association having fiscal responsibilities to be bonded as it may deem appropriate;

(h) perform or cause to be performed the duties of the Board in accordance with and subject to the terms and conditions set forth in the Declaration;

(i) cause the Common Area to be maintained;

(j) send a welcome letter to each new member and provide each new Owner (Member) with a copy of the current "Bylaws" and "Covenants, Conditions, and Restrictions" (CCRs), contact information for the Board of Directors and the Architectural Control Committee, copy of the Crime Watch Roster, and current copy of "The Woods" Directory and remind them of their responsibilities under the CCRs.

Section 6.02. The number of directors which shall constitute the whole Board shall be at least five (5), but not greater than seven (7). The Directors shall be elected in a manner hereinafter provided and for a term of three (3) years on a *staggered* term basis with even-numbered Board positions in one term rotation and odd-numbered board positions in a subsequent term rotation. When Board positions six (6) and seven (7) are filled they will join their current odd/even rotations, this may mean an initial term of less than three (3) years when elected in different years. Each Director shall hold office until his or her successor is duly elected and qualified, and shall serve without compensation except for reimbursement for actual expenses. Each Director shall be a Member and Owner.

Section 6.03. If any vacancies occur in the Board of Directors caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, or any new directorship is created by any

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increase in the authorized number of Directors, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, or fill the newly created directorship, and the Directors so chosen shall hold office for the unexpired term of their predecessor or, if there be no predecessor, until their successors shall be duly elected and qualified, unless sooner displaced.

Section 6.04. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 6.05. At such time as vacancies on the Board of Directors occur due to normal term rotation, prospective Directors are to be identified by the Association's standing Nominating Committee. Recommendations of those willing to serve are to be presented for election to the Members at the Annual Meeting. In addition, nominations from the floor of others willing to serve will be taken prior to final vote. Directors shall be elected by the members qualified to vote, as determined by the Board of Directors, at the Annual Meeting of the members. Twenty-three (23) of the members qualified to vote, represented in person or by proxy, shall constitute a quorum. Of the votes entitled to be cast by the Members present or represented by proxy at the meeting, at which a quorum is present, the vote of the majority shall be the act of the members meeting. Cumulative voting is expressly prohibited.

Section 6.06. Newly elected Board members (elected the first Thursday in May at the Annual Meeting) will utilize the month of May as a period of transition between the current Board and the new members. The newly elected Board shall assume the official duties on June 1.

Section 6.07. The Board of Directors of the Association may hold meetings, both regular and special, within Kerr County, Texas.

Section 6.08. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6.09. Special meetings of the Board of Directors may be called by the President on twenty-four (24) hour notice to each Director, delivered either personally, by mail or by electronic device; special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two Directors. Except as may be otherwise expressly provided by statute, or by these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

Section 6.10. At all meetings of the Board of Directors a majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of the majority of the Directors present shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Bylaws or the Declaration. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.11. The Board of Directors shall keep regular minutes of its proceedings and make them available to any Member upon request or mail to all Members if requested by twenty-three (23) or more members.

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ARTICLE VII
MEMBERS

Section 7.01. The Annual Meeting of the members of the Association for the election of Directors shall be held on the first Thursday in May of each year at 7:00 P.M. at such place as shall be specified by the Directors by notice to the members. Special meetings of the members may be called by the President, the Board of Directors or by members having not less than one-tenth (1/10th) of the votes of the members entitled to be cast at such meeting.

Section 7.02. Written notice of a special or the Annual Meeting of the members stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be sent to each member entitled to vote at such meeting not less than ten (10) nor more than fifty (50) days before the date of such meeting.

Section 7.03. Twenty-three (23) members qualified to vote and present in person or represented by proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as may be otherwise provided by law, the Declaration or these Bylaws. If, however, a quorum shall not be present or represented at any meeting of the members, the members present in person or represented by proxy shall have 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 any business may be transacted which might have been transacted at the meeting as originally notified. When a quorum is present at any meeting of the members, the vote of a majority of the members qualified to vote and present in person or represented by proxy shall decide any question properly brought before such meeting, unless a greater number is required by law, the Declaration, or of these Bylaws.

Section 7.04. Each member's voting rights are subject to suspension in accordance with the provisions of the Declaration and these Bylaws.

Section 7.05. A member may vote in person or by proxy executed in writing by the member or by his/her duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 7.06. Annual Meetings are to be conducted in an orderly fashion by standard parliamentary procedure and specifically allow for a report of old business, an annual recap of Board activities and new business. The Annual Meeting minutes shall be distributed to all Members within sixty (60) days of said meeting.

Section 7.07. Any action required by any statute to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members required to vote affirmatively with respect to the subject matter thereof, and such consent shall have the same force and effect as the required affirmative vote of members.

ARTICLE VIII

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NOTICES

Section 8.01. Whenever under the provisions of the statutes or of these Bylaws, notice is required to be given to any person, it shall not be construed to require personal notice, but such notice may be given in writing, by mail or electronic device, addressed to such person at such address as appears on the books of the Association, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail properly addressed with postage thereon paid.

Section 8.02. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 8.03. Attendance of any member or Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director or member attends a 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.

ARTICLE IX
OFFICERS

Section 9.01. The officers of the Association shall be decided amongst the directors and shall be a President, a Vice President, a Secretary and a Treasurer. Each officer of the Association shall be a member of the Association. The Board of Directors may also appoint additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Two or more offices may be held by the same person, except that the offices of President cannot also hold the office of Treasurer and/or Secretary. The officers shall serve without compensation.

Section 9.02. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 9.03. The officers of the Association shall hold office until their successors shall be appointed and shall qualify. Any officers appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

Section 9.04. The President shall preside at all meetings of the Board of Directors. He/she shall have the power to call special meetings of the Directors, make and sign deeds, mortgages, contracts and agreements in the name of and on behalf of the Association and he/she shall generally do and perform all acts incident to the office to the office of president, all of which shall be subject to the direction and review of the Board of Directors. In addition to the powers and duties of this Section 9.04, the President shall perform such other duties as the Board of Directors shall prescribe.

Section 9.05. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. Heshe shall also generally assist the President and exercise such other

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powers and perform such other duties as are delegated to him/her by the President and as the Board of Directors shall prescribe.

Section 9.06. The Secretary shall attend all meetings of the members and of the Board of Directors and record all proceedings of the meetings of the Association in a book to be kept for that purpose. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he/she shall be. In general, he/she shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him/her by the Board of Directors or by the President.

Section 9.07. The Assistant Secretary, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. He/she shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9.08. (a) The Treasurer shall be the financial officer of the Association; shall have charge and custody of and be responsible for all funds of the Association; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association; and shall deposit all such funds and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors. In general, the Treasurer shall perform all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him/her by the Board of Directors, or by the President.

(b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, when the Board of Directors so requires, an account of all his/her transactions as Treasurer and of the financial condition of the Association.

(c) If required by the Board of Directors, the Treasurer shall give the corporation a bond (which shall be renewed every six years) in such sum and with such securities as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his/her office and for the restoration of the Association in case of his/her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the Association.

Section 9.09. The Assistant Treasurer shall, unless otherwise determined by the Board of Directors, perform the duties and exercise the powers of the Treasurer in his/her absence or disability. He/she shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. The Assistant Treasurer shall, if required by the Board of Directors, give the Association such bond as provided in Section 9.08 for the Treasurer.

ARTICLE X
COMMITTEES

Section 10.01. The President or the Board may designate one or more other committees, each to have the name, membership, duties and responsibilities designated by the President or the Board. Such committees

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shall consist of a chairman and other members, none of whom need be members of the Board except where otherwise directed at the time of the creation of any such committee.

Section 10.02 Each such committee shall keep regular minutes of their proceedings and all committees shall report to the Board of Directors when required. A majority of the members of any such committee shall constitute a quorum and questions shall be decided by a majority vote.

Section 10.03. Members of committees shall hold office until their successors are chosen and qualify. Vacancies in the membership of any committee for any reason, shall be filled by the party designating and appointing members to such committee as herein provided.

Section 10.04. The President of the Board shall appoint a Nominating Committee, comprised of at least three (3) Members, who will provide a slate of candidates for any term vacancies on the Board or Architectural Control Committee. A list of the recommended candidates shall be presented to the Board not later than thirty (30) days prior to the Annual Meeting.

ARTICLE XI
ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee specified in and created under the Declaration shall have the power and authority provided in the Declaration and shall consist of three (3) members. The initial Architectural Control Committee shall be elected by the organizational meeting in the same manner herein provided for the election of Directors and they shall serve until the annual meeting of members in 1981. Thereafter the members shall elect the Architectural Control Committee in the same manner herein provided for the election of Directors and each member of the Architectural Control Committee shall hold such office until his/her or her successor is duly elected and qualified and shall serve without compensation except for reimbursement for actual expenses. Vacancies shall be filled in the same manner as specified for Directors herein. The act of a majority of the members of the Architectural Control Committee shall be the act of the Architectural Control Committee.

ARTICLE XII
GENERAL

Section 12.01. All checks or demand for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 12.02. The fiscal year of the Association shall be the calendar year. Newly elected Board members will assume their duties on June 1.

Section 12.03. Any conflict between one or more provisions of these Bylaws and one or more provisions of the Declaration shall be resolved in favor of the provision(s) set forth in the Declaration.

Section 12.04. The Association shall have the power to indemnify any Director or Officer or former Director or Officer of the Association for expenses and costs (including attorney fees) actually and necessarily incurred by him/her in connection with any claim asserted against him, by action in court or otherwise, by reason of his/her being or having been such Director or Officer, except in relation to matters as to which he/she shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. If the

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Association has not fully indemnified him, the court in the proceeding in which any claim against such Director or Officer has been asserted, or any court having the requisite jurisdiction of any action instituted by such Director or Officer on his/her claim for indemnity, may assess indemnity against the Association, its receiver, or trustee, for the amount paid by such Director or Officer in satisfaction of any judgment or in compromise of any such claim (exclusive in either case of any amount paid to the Association), and any expenses and costs (including attorney fees) actually and necessarily incurred by him/her in connection therewith to the extent that the court shall deem reasonable and equitable provided nevertheless, that indemnity may be assessed under this section only if the court finds that the person indemnified was not guilty of negligence or misconduct in respect of the manner in which indemnity is sought.

ARTICLE XIII
AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed by the members, by the affirmative vote of a majority of the members who are present and voting at a meeting at which a quorum is present; provided, that any such alteration, amendment or substitute bylaws shall be consistent in all respects with the Declaration and provided, that the power to alter, amend or repeal the Bylaws may be delegated by the members to the Board of Directors.

IN WITNESS WHEREOF, the undersigned the Chairman and Director of the organizational meeting of the Woods Subdivision Owners Association do certify that the same were approved by a majority vote of the Owners on May 2nd, 2019.



Bob Walther, Board Member & Bylaws Committee Liaison

APPROVED:



Sue E. McCallister, Board President

Additional Board Members: Roy Bartels (VP), Linda Arnold (Treasurer), Dave Pomerinke

Committee Members: Donna Falzarano, Katie Williams, Amy Price, Roger Arnold

