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**P.O.BOX 628  
Onalaska, TX 77360**

## **BY-LAWS**

### **ARTICLE I**

#### **Name, Location, Definitions, Purposes, Functions and Area of Operations of the Association**

##### **Section 1: Name and Location:**

The name of the corporation is Creekside Property Owners Association, Inc. hereinafter referred to as the "Association." The principal office of the Association shall be located at P0 Box 628, Onalaska, Texas but meetings of Members and Directors may be held at such places within the State of Texas as may be designated from time to time by the Board of Directors.

##### **Section 2: Definitions**

- (a) "Association" shall mean and refer to Creekside Property Owners Association, Inc. its successors, and assigns. The Creekside Property Owners Association, Inc. is and shall be and shall perform the functions of that entity referred to as the Creekside Restrictions Committee in covenants, conditions, warranties, and restrictions filed in the Deed Records of Polk County, Texas, pertaining to Creekside Section I and Section II.
- (b) "Property" and/or "Properties" shall mean and" refer to that certain real property described in the "Restrictions," and shall include but not be limited to "Common Area" and/or Lots," as hereinafter defined.
- (c) "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the lot owners.
- (d) "Lot" shall mean and refer, to any residential lot in Creekside Section I and Section II except areas which constitute the park areas.
- (e) "Lot Owner" and/or "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract purchasers, but excluding those having an interest merely as security for the performance of any obligation.
- (f) "Restrictions" shall mean and refer to the Deed Restrictions applicable to the properties, recorded in the office of the County Clerk, Polk County, Texas, and any amendments thereto, if any.
- (g) "Members" shall mean any person or entity that is the record owner of one or more lots; said lot or lots must be duly platted in the Map Records of Polk County, Texas.
- (h) "Subdivision" shall mean and refer to Creekside

Subdivision Section I and Section II, a residential subdivision in Polk County, Texas, as recorded in the Map Records of the Clerk of Polk County, Texas.

- (i) "Maintenance Fund Assessment" and/or "Assessment" shall mean and refer to the "Maintenance Fund" as more fully delineated in the "Restrictions."

**Section 3: Purposes:**

The Creekside Property Owners Association, INC., is organized exclusively for the promotion of social welfare within the meaning of Section 501(c) (4) of the Internal Revenue Code of 1954, including within the scope, but not limited to same of such purpose the following specific, activities:

To promote and encourage civic pride, and to promote health, sanitation, safety and convenience, of the inhabitants of the area hereinafter defined, and by the way of illustration and not by way of limitation, to accomplish such, purposes by performing or assisting in the performance, or procuring, or assisting in the procuring or by subsidizing the performance or procurement of the functions hereinafter started in Section 4 of this Article,

Except as individual members of the general public or groups of individuals who are members of the general public may realize "benefits from" the carrying on or the supporting of activities of the nature above described, no part of the net earnings of the Association shall inure or be payable to or for the benefit of any private individual. No part of the activities of the Association shall consist of direct or indirect participation or intervention in political campaigns on behalf of or in opposition of any candidate for public office.

**Section 4: Functions:**

The Association may perform, or assist in the performance, or procuring, or assist in the procuring, or may subsidize the performance or procurement of any of the following, the following being-given in illustration but not in limitation of said functions.

- (a) Lighting, improving, planting, landscaping., beautifying, and maintaining parks, parkways, esplanades, rights of way, and other public areas.
- (b) Provision of police service and/or watchman service
- (c) Collection and disposition of garbage, ashes, trash, rubbish, and refuse.
- (d) Provision of, establishment of, operation of, maintenance of, and the supplying of the equipment and/or personnel for community recreational facilities pursuant to Common Areas. To care for vacant, unimproved, or unkept lots in the area subject to its jurisdiction and the removal and destruction of unsightly and obnoxious matter there from.
- (e) Protection of the community against unlawful use of

property and against violation of public or private regulations restricting or affecting use thereof, including, by way of illustration, and not by way of limitation, the enforcement of any covenants or conditions restricting use of the property.

- (f) Collect and enforce, the collection of, and administer, any maintenance charges and/or other charges and/or levies assessed against properties and/or lot owners subject to its jurisdiction.
- (g) Performance of any other services necessary or desirable in the opinion of the Board of Directors for the mutual benefit of the members of the community.

**Section 5: Area:**

The activities of the Association shall be limited to the area known as Creekside Section I and Section II as delineated in definitions, above, and shall also include such other areas which may hereafter, through the operation of conditions, covenants, restrictions, easements, reservation's, or charges, pertaining to the same, be placed under or subjected to the jurisdictions of this Association and jurisdiction over which has been accepted by resolution of the Board of Directors of this Association.

**ARTICLE II**

**Members**

**Section 1: Annual Meeting:**

The annual meeting of the Members shall be held on the third Saturday in July each year at two o'clock P.M. Central Daylight Time. Annual meetings of the members shall be held at Creekside, Polk County, Texas, or such other place designated by notice pursuant thereto. An annual meeting shall be mandatory, except that failure to hold the annual meeting at the designated time shall not work a dissolution of the Association.

**Section 2: Special Meetings:**

Special Meetings of the Members may be called by the President or Vice-President of the Board of Directors or by the Board of Directors, or by fifteen (15) members of the Association. In the latter instance, the fifteen (15) members shall give notice of the call to the Secretary of the Board of Directors, who shall within ten (10) days determine the eligibility of such members to vote. The Board of Directors shall call the Special Meeting within thirty (30) days after the Secretary has certified the fifteen (15) members, eligibility to

vote.

**Section 3: Notice of Meetings:**

Written or printed notice shall be given for each annual and "each special meeting of members. Such notice shall state the place, day, and hour of the meeting and a brief statement of the purposes or purpose for which the meeting is called, which notice shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, by or at the direction of the President of the Board of Directors, or the Secretary, or the officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

**Section 4: Quorum of Members:**

Five per cent (5%) of the members entitled to cast, and/or of proxies entitled to be cast, shall constitute a quorum for all purposes at any meeting. The vote of the majority of the votes and/or their proxies entitled to be cast by the member present and/or their proxies at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a greater number is required by law, the Articles of Incorporation, or the By-Laws, If the number of members and/or their proxies necessary to constitute a quorum at any annual or special meeting, shall fail to obtain a quorum as above described, the members and/or their proxies present may adjourn the meeting from time to time, without notice, other than by announcement at the meeting, until the requisite number to constitute a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting at the time and place, originally fixed if a quorum had been present.

**Section 5: Proxies:**

At all meetings, and in all instances wherein voting, of members is required or sought by the Board of Directors, each member may vote in person or by proxy. All proxies shall be in writing and shall be valid for only one specific meeting and/or one specific proposition or matter for which it is cast. The written proxy must, on its face, indicate the meeting and/or the proposition or matter for which it is to be cast, must be signed by the member so casting by proxy, and must indicate the lot, block, and section numbers of all lots owned by such member. All proxies shall become void at adjournment of the meeting for which drawn or upon being validly cast pursuant to specific proposition or matter for which drawn, or upon closing of the vote, whichever occurs sooner. Proxies drawn for

meetings shall contemplate all matters brought before that meeting, and maybe lawfully voted pursuant to same unless otherwise limited on their-face. Voiding of a proxy, as above delineated shall not affect the validity of the lawful vote for which cast.

**Section 6: Voting:**

Each qualified member shall be entitled to one vote. Whenever a lot is owned by more than one person then the owners of such lot shall, collectively, be entitled to only one vote. Either the husband, wife, or bona fide head of the household may vote. At all meetings, all questions shall be decided by a vote of the majority of the members present in person and/or their proxies, entitled to vote, a quorum being present, except where a vote of a prescribed percentage of the entire membership is required either by the Articles of Incorporation, these By-Laws, or by Statute. All voting shall be by written ballot signed by a member voting and/or his proxy, and if voting is by proxy, then that proxy shall be attached to said written ballot. All voting shall be noncumulative. Eligibility of the members to vote shall be determined at time of meetings, the then records of the Association being presumptive pursuant thereto, and conclusive in the event, no challenge is raised with reference to a particular vote. Procedure pursuant to a voting pertaining to any and all propositions and/or matters shall be governed specifically by these By-Laws and/or by resolution duly adopted by the Board of Directors, and any decision of said Board pertaining to same shall be conclusive.

**Section 7: Qualifications:**

The membership shall include only owners of lots in Creekside Section I and Section II as described hereinbefore, but such lots must be platted and recorded in the map or plat records of Polk County, Texas, before such membership obtains. Provided, however, that no member shall be entitled to vote, either in person or by proxy, nor shall he be entitled to hold office in the Association, so long as any sum owing to the Association by way of assessment, charge, levy, or maintenance fund charges against any lot owned by said member is more than ten (10) days past due, and no member shall be permitted to vote on any matter pertaining to the business of the Association or to hold off ice in the Association until such delinquent charge, assessment, levy, or maintenance fund has been paid.

**Section 8: Matters Requiring Mandatory Members Votes:**

It shall be mandatory that a vote of the membership shall be necessary to ratify and affirm any single expenditure proposed by the Board of Directors of the Association, which such proposed expenditure will exceed the sum of \$10,000.00.

It shall further be mandatory that a vote of the membership shall be necessary to ratify and affirm the inclusion of areas other than Oreeside Section I and Section II in the said subdivision.

**Section 9: Voting By Members Other Than At Meetings:**

Except with respect to voting at meetings of members as hereinbefore described, and except with respect to other voting procedures concerning members as specifically stated in these By-Laws, a majority vote of the qualified votes and/or their proxies shall be required to carry any proposition and/or matter submitted to the members for their vote.

## **ARTICLE III**

### **Board of Directors**

#### **Section 1: Number and Term of Office:**

The affairs of the' Association shall be managed by a Board of five (5) Directors. The term of office for each Director shall be one (1) year, except that the first Board of Directors term of office shall expire on September 30, 1981. A Director's term shall commence on the first day of October next following the election.

#### **Section 2: Removal of a Director:**

Any Director may be removed from the Board, with or without cause, by a majority vote of a quorum of the members of the Association at a Special Meeting called for that purpose, and/or by majority vote of the Board of Directors.

#### **Section 3: Action Taken Without A Meeting:**

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval and consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### **Section 4: Election of Directors:**

Directors shall be elected by the majority of votes cast by qualified voters or by their proxies on an election date set by the Board 'of Directors in accordance' 'with the provisions of the Articles of Incorporation and/or these By-Laws.

- (a) Nominating Committee: The Board of Directors shall appoint a Nominating Committee of three (3) members of the Association. A person appointed, to the committee cannot become a candidate for the Board of Directors, said Committee shall, have the responsibility of soliciting at

least two (2) and not more than three (3) persons to become candidates for each of the vacancies on the Board of Directors or as officers of the Association, of preparing and mailing ballots and voting instructions to each member entitled to vote, notifying each elected director or officer of his election, and such other related duties as the Board of Directors may direct.

- (b) Call for Election: On or before the first day of July, the Secretary shall examine the list of candidates, certifying them as eligible to vote and to hold office, and shall issue the call for the election to be held on a Saturday in July to be selected by the Board. The Board may have ballots prepared and mailed to each qualified voter, according to the then records of the Association, together with written call of election as above described in which event said ballot will be so mailed no later than ten (10) days or earlier than thirty (30) days next preceding the election. Rather than vote by written ballot, the Board may cause voting to be show of hands of those members present and constituting a quorum of the designated meeting in July. The Board shall prescribe and organize the mechanics of the actual balloting giving particular consideration to the qualifications and/or eligibility of those voting. None of the foregoing shall operate to deprive qualified voters to write in the candidate of their choice, subject to certification by the Secretary of such write in candidate's eligibility and willingness to serve, or to vote by proxy.
- (c) The Ballot: When ballots are used, the ballot shall be printed, and shall clearly describe the office, position, or vacancies for which the candidates are running, and the names of the candidates to be voted upon; the ballots shall be numbered consecutively and space contained for the signature of the person casting the ballot. No ballot will be considered which is not received at the office of the Association prior to seven o'clock p.m. of the election day in July. Ballots received by said time, either by mail or in person, shall be counted, subject to voter and candidate eligibility; all other ballots shall be declared void. Only one vote shall be cast for each member. Either the husband, wife, or bona fide head of the household may cast that ballot. Only one vote per ballot may be cast for each position to be filled. Voting shall not be cumulative, and any ballot so cast shall be declared null and void when canvassed by the Board of Directors and shall be struck from the total. Proxy votes may be cast pursuant to the provisos concerning same delineated in these By-Laws.

#### **Section 5: Vacancies:**

Each Director shall serve until his successor has been duly elected or appointed and qualified; or until his death or resignation. Should a vacancy occur for any reason, the position shall be filled by appointment by the President and confirmed by a majority vote of the Board. Such appointment shall be made within thirty (30) days of the vacancy.

**Section 6: Qualifications:**

Each candidate for a position on the Board of Directors must be a lot owner in good standing in Creekside Property Owners Association, Inc. If a Director for any reason ceases to be a lot owner in Creekside, his position on the Board of Directors shall terminate within thirty (30) days.

**Section 7: Quorum:**

A majority of the number of Directors or their proxies shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting or their proxies at which a quorum is present shall be the act of the Board.

**Section 8: Meetings:**

The regular meeting of the Board shall be held on the second Saturday of each month, at the Association offices, commencing at ten o'clock a.m. unless otherwise directed by the President. Meetings of the Board, either regular or special, shall be held at least once each month. At any meeting, or pursuant to any action requiring a vote of the Directors, the Directors, or any of them, may vote by proxy. Such proxy may be voted only by another Board Member. Such proxy shall be in writing, on a form prepared by the Secretary, and shall be valid only for one specific meeting and/or one specific proposition or matter for which it is cast. The written proxy must on its face indicate the meeting and/or the proposition or matter for which it is to be cast, and must be signed by the Board member so casting by proxy, and must designate that Board Member authorized to cast that vote by the said proxy. All proxies shall become void, at adjournment of the meeting for which drawn or upon being validly cast, whichever occurs, sooner. Proxies drawn for meetings shall contemplate all matters brought before that meeting, and may be lawfully voted pursuant to same unless otherwise limited, on their face. Voiding of a proxy as above delineated, shall not affect the validity of the lawful vote for which cast. Regular meetings of the Board may also be held without notice immediately following each annual meeting of members, or adjourned annual meeting of members. Special meetings of the Board of Directors shall be held whenever called by the President, Vice-President, Secretary, or a majority of the Directors then in office. Notice of each special meeting shall be given by the person calling it by mail, telegram, or personal delivery to each Director at least two days prior to the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Director at his address as it appears on the records of the Association with postage thereon paid. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

**Section 9: Services of Directors:**

No Director, or Officer of the Association shall be required to devote his time or render services exclusively to the Association, and each shall be free to engage in any and all other business and activity, either similar or dissimilar to the activities of the Association without breach of duty to the Association, and without liability to it. Likewise, each Director and Officer of the Association shall be entirely free to act for and serve any other corporation, firm, or association in any capacity or capacities, and to become director or officer, agent, or employee of any of same, whether or not the purpose or activities thereof be similar or dissimilar to the purposes or activities of this Association without breach of duty to this Association or its members and without liability of any character or description to the Association or its members. No contracts or other transactions of this Association shall ever be affected by the fact that any Director or Officer of the Association is interested in or connected with any party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Directors present at a meeting of the Board at which such contract or transaction shall be authorized or confirmed, which majority shall consist of Directors not so interested or connected. The officers and directors may be reimbursed for out of pocket expenses incurred in the performance of their duties.

**Section 10: Powers of the Board of Directors:**

By way of illustration, but not in limitations the Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association as hereinbefore stated. Such rights may also be suspended after notice and hearings for a period not to exceed sixty (60) days for infraction of published rules and regulations; The Association does not recognize the right of any previous developer or operator of Creekside to waive the payment of maintenance fees set up by the restrictions. In addition to the punitive active set out above in case of default by an owner, the Association has the option of filing a lien against the owner's property.
- (c) 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 By-Laws or the Articles of Incorporation, or the Restrictions;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of

- Directors; and
- (e) Employ a manager, secretary, or independent contractors, or such other employees as they deem necessary, and to prescribe and oversee their duties

**Section 11: Duties:**

It shall be the duty of the Board of to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or any special meeting when such statement is requested in writing by fifteen (15) members;
- (b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Restrictions to:
  - 1) Fix the amount of the annual assessment against each building site at least fifteen (15) days in advance of each annual assessment,
  - 2) Send, written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment,
  - 3) Take appropriate steps to enforce or to cause the enforcement of the Restrictions,
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) To procure and maintain adequate liability and hazard insurance on the property and/or employees and/or agents of the Association;
- (f) To cause all officers or employees having fiscal responsibility to be bonded, as the Board may deem appropriate;
- (g) Within the scope of its power granted by law, the Restrictions, the Articles of Incorporation, and these By-Laws, to do anything else necessary and proper for the functioning of the Association;

**Section 12: Associate Members:**

The Board of Directors may from time, to time appoint Associate Members of the Board of Directors. Said "Associates" shall have the rights, powers, and duties as may be conferred upon them by proper resolution of the Board of Directors, except however, such associates shall have no voting privileges except by way of canvass or straw vote only.

## **ARTICLE IV**

### **Officers**

#### **Section 1: Enumeration of Officers:**

The officers of this Association, all of whom shall be Directors, shall be a President, Vice-President, Secretary, Treasurer, and Chairman of the Restrictions Committee. The Restriction Committee shall consist of the elected Chairman and two other directors selected at the first meeting of the newly installed Board of Directors. This is in accordance with the provision for "Special Appointments" in Section 4 below.

#### **Section 2: Election of Officers:**

The election of officers shall take place at the first meeting of the Board of Directors following their inauguration on October 1, 1981 and succeeding years.

#### **Section 3: Term:**

The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve. The first Board of Directors, however, will serve from the date of their election until September 30, 1981.

#### **Section 4: Special Appointment's:**

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

#### **Section 5: Resignation and Removal:**

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### **Section 6: Vacancies:**

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

#### **Section 7: Multiple Offices:**

No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8: Duties:**

**(a) Powers and Duties of the President:**

The President, subject to the control of the Board of Directors, shall be in general charge of the affairs of the Association in the ordinary course of its business; he shall preside at all meetings of the members and of the Board of Directors; he may make, sign, and execute any deeds, conveyances, assignments, bonds, contracts, and other obligations and any and all other instruments and papers of any kind or character in the name of the Association; and he shall do and perform such other duties as may from time to time be assigned to him by the Board of Directors.

**(b) Powers and Duties of the Vice-President:**

The Vice-President shall act in the place of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**(c) Powers and Duties of the Secretary:**

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members in books provided for that purpose; shall attend to the giving and serving of all notices; may sign with the President or Vice-president in the name of the Association all contracts, conveyances, transfers, assignments, authorizations, and other instruments of the Association and affix the seal of the Association thereto. He shall have charge of and maintain and keep such books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open<sup>1</sup> to the inspection of any Director, upon request at the office of the Association during business hours, and shall in general perform all the duties incident to the office of Secretary subject to the control of the Board of Directors.

**(d) Powers and Duties of the Treasurer:**

The Treasurer shall have custody of all the funds and securities of the Association which come into his/her hands. Whenever required by the Board of Directors, he shall render a statement of his books and accounts to any Director of the Association during business hours; cause a report of the Association's books to be made by a Public Accountant or an Auditing Committee at the completion of each fiscal year; he shall perform all acts incident to the position of Treasurer subject to the control of the Board of Directors; give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

## **ARTICLE V**

### **Books and Records**

#### **Section 1: Books and Papers:**

The books, records, and papers of the Association including annual audit of books, annual budget and statement of income and expenditures shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, By-Laws of the Association and Restrictive Covenants shall be available for inspection by any member at the office, of the Association.

## **ARTICLE VI**

### **Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words: **Creekside Property Owners Association, Inc.**

## **ARTICLE VII**

### **Contracts, Checks, Drafts, Bank Accounts, Etc.**

#### **Section 1: Contracts:**

The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized -by the Board of Directors or expressly authorized by the By-Laws, no officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable peculiarly for any purpose or to any amount.

#### **Section 2: Loans:**

No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Directors.

#### **Section 3: Checks:**

All checks, drafts, and other orders for the payment of money out of funds of the Association and all notes or other evidences of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined, by resolution of the Board of Directors.

**Section 4: Deposits ETC:**

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks or other depositories as the Board of Directors may select, and for the purpose of such deposit the President, the Treasurer, or any other officer or agent or employee of the Association to whom such power may be delegated by the Board of Directors, may endorse, assign, and deliver checks, drafts, and other records for the payment of money which is payable to the order of the Association.

**ARTICLE VIII**

**Miscellaneous Provisions**

**Section 1: Fiscal Year:**

The fiscal year of the Association shall end at midnight on September 30th of each calendar year.

**Section 2: Notice and Waiver of Notice :**

Whenever any notice is required to be given under the provisions of these By-Laws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the day of such mailing. A Waiver of Notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice.

**ARTICLE IX**

**Amendments**

These By-Laws may be supplemented, altered, amended, or repealed by the affirmative vote of a majority of the members of the Association at any annual or special meeting.

**ARTICLE X**

**Conflict with Restrictions and Articles of Incorporation**

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions, shall control.

## ***ARTICLE XI***

### **Indemnification of Directors and Officers**

#### ***Section 1: Scope of Indemnity:***

The Association shall indemnify each of its present and future Directors and Officers (and his executor, administrator,, and heirs) without further act on his part, against all reasonable expenses actually and necessarily incurred by him (including, but not limited to: counsel fees, judgments\* and costs) in connection with the defense of any litigation (including any civil, criminal, or administrative action, suit or proceeding) to which he may have been made a party because of his present or past status as a Director or Officer of the Association^ The right to indemnify for expenses shall also apply to expenses of suits which are comprised or settled if the court having jurisdiction of the action shall so approve, or a majority of the Board of Directors, excluding those interested, votes to approve such settlement.

#### ***Section 2: Limitation of Indemnity:***

Directors and officers of this Association, whether or not then in office, shall have no right of reimbursement, as provided above, however, in relation to matters as to which he has been adjudged liable to the Association for negligence or misconduct in the performance of his duties.

#### ***Section 3: Indemnity Not Exclusive Right:***

The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

#### ***Section 4: Reliance on Association Records:***

Each officer director, or member of any committee designated by the Board of Directors, shall in the performance of his duties be fully protected in relying in good faith upon the books of account or reports made to the Corporation by any of its officials, or by an Auditing Committee, or by an appraiser selected with reasonable care, or in relying in good faith upon other records of the Corporation. In

addition, each officer, director, or member of any committee designated by the Board of Directors, shall in the performance of his duties be fully protected in relying in good faith upon the advice of counsel retained by the said Board of Directors.

## ***ARTICLE XII***

### **Dissolution**

Upon dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Association, dispose of all the assets of the Association exclusively for the purposes of the Association in such manner, or such organization or organizations organized and operated exclusively for the promotion of social welfare as shall at the time qualify as an exempt organization or organizations under Section 501(c)(4) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine.

## ***ARTICLE XIII***

### **Unlawful Clause Shall Not Invalidate Remainder**

In the event any clause or provision of these By-Laws should at any time be adjudicated unlawful and/or void by a court of competent jurisdiction, said adjudication shall not operate to void or otherwise invalidate the remaining provisions hereof.