

**BYLAWS OF THE
BROWNS LANDING PROPERTY OWNERS ASSOCIATION**

These Bylaws (referred to as the "Bylaws") govern the affairs of the **BROWNS LANDING PROPERTY OWNERS ASSOCIATION**, a nonprofit corporation (referred to herein as the "Association") organized under the Texas Non-Profit Corporation Act (referred to as the "Act").

**ARTICLE 1
OFFICES
PRINCIPAL OFFICE**

1.01. The principal office of the Association in the State of Texas shall be located at 3918 Hamilton Avenue, Fort Worth, Texas 76109. The Association may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Association.

REGISTERED OFFICE AND REGISTERED AGENT

1.02. The Association shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Act.

**ARTICLE 2
MEMBERS**

2.01. The membership of the Association shall consist of Lot Owners within the Brown's Landing Phase 1 Lots 40 through 66 and 68 through 74 of Block A; Lots 1 and 2 of Block C, according to plat recorded in Cabinet E, Slide 396 in the Plat Records of Henderson County, Texas ("Initial Plat"), and Lots 1 through 39 of Block A as shown on the plat of Brown's Landing Phase II as recorded in Cabinet F, Slide 131 of the Plat Records of Henderson County, Texas ("First Supplemental Plat"), and any additional property that may become subject to the Declaration of Covenants, Conditions, and Restrictions for Brown's Landing recorded in Volume 2889, Page 839 of the Real Property Records of Henderson County, Texas or the First Amendment to the Declaration of Covenants, Conditions, and Restrictions to Brown's Landing recorded under Clerk's File No. 2010-00009137 (collectively, the "Declaration"), by future amendment.

PROOF OF MEMBERSHIP

2.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed evidencing ownership of a Lot within the Property. Such deed shall be deemed conclusive in the absence of a conflicting claim presented to the Secretary.

NO ADDITIONAL QUALIFICATIONS

2.03. The sole qualification for membership shall be the ownership of a Lot within the Property. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation, the Declaration, or these Bylaws, as amended.

CERTIFICATES OF MEMBERSHIP

2.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

VOTING RIGHTS

2.05. Each member shall be entitled to voting rights as set out in the Declaration.

TRANSFER OF MEMBERSHIP

2.06. Membership in the Association is appurtenant to, and may not be separated from, ownership of any Lot in the Subdivision.

WAIVER OF INTEREST IN ASSOCIATION PROPERTY

2.07. All real and personal property, including all improvements located on the property, acquired by the Association shall be owned by the Association. A member shall have no interest in specific property of the Association. Each member hereby expressly waives the right to require partition of all or part of the Association's property.

ALTERNATIVE GUIDELINES FOR PAYMENT OF ASSESSMENTS

2.08. The Association shall allow a member who becomes delinquent in the payment of any debt or obligation (including regular and special assessments) due to the Association to pay the amount due in partial payments over a three month period. To be entitled to pay a debt or obligation under a payment plan, a member who is delinquent or is about to become delinquent on a debt or obligation must submit a written request to the Treasurer of the Association. Any member can make no more than two requests for a payment plan within a twelve-month period. The Association is not required to allow a payment plan with a member who failed to honor the terms of a previous payment plan agreement during the two years following the member's default under a previous payment plan agreement. To the extent allowed under applicable law, payments under a payment plan will not incur interest but will incur a one time Administrative Fee equal to the greater of \$150.00 or 5% of the delinquency amount.

ARTICLE 3 MEETINGS OF MEMBERS ANNUAL MEETING

3.01. Beginning in 2013, the Board of Directors shall hold an annual meeting of the members at 7:00 o'clock p.m. on the 1st Saturday in April of each year or at another time that the Board of Directors designates. If the day fixed for the annual meeting is a legal holiday in the State of Texas, the meeting shall be held on the next business day. At the annual meeting, the members shall elect directors and transact any other business that may come before the meeting. If, in any year, the election of directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors.

SPECIAL MEETINGS

3.02. Special meetings of the members may be called by the president, the Board of

Directors, or not less than one sixth of the voting members.

PLACE OF MEETING

3.03. The Board of Directors may designate any place within Henderson County, Texas, either within or without the Subdivision, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of meeting, the meeting shall be held at the Cottage located at 5655 Brown's Landing Drive, Chandler, TX 75758.

NOTICE OF MEETINGS

3.04. Written or printed notice of any meeting of members, including the annual meeting, shall be delivered to each member entitled to vote at the meeting not less than ten (10) nor more than fifty (50) days before the date of the meeting. The notice must be addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the president or secretary of the Association, or the officers or persons calling the meeting. If all of the members meet and consent to the holding of a meeting, any Association action may be taken at the meeting regardless of a lack of proper notice. Any action required by law to be taken at a meeting of the members or any action that 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 and filed with the Secretary of the Association.

QUORUM

3.05. Except as provided in Section 6 of the Declaration, the members holding a majority of votes in person or by proxy shall constitute a quorum at that meeting. The members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

ACTIONS OF MEMBERSHIP

3.06. The membership shall try to act by consensus. However, the vote of a majority of voting members present and entitled to vote at a meeting at which a quorum is present, shall be sufficient to constitute the act of the membership unless the vote of a greater number is required by law, the Declaration, or the bylaws. Voting shall be by ballot except that any uncontested election may be by voice vote.

PROXIES

3.07. A member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

VOTING BY MAIL

3.08. The Board of Directors may authorize members to vote by mail on the election of directors and officers or on any other matter that may be voted on by the members.

ARTICLE 4
BOARD OF DIRECTORS
MANAGEMENT OF THE ASSOCIATION

4.01. The affairs of the Association shall be managed by the Board of Directors. As part of these duties, the Board of Directors shall exercise all powers granted to the Association in the Declaration of Covenants, Condition and Restrictions as amended.

NUMBER, QUALIFICATIONS, AND TENURE OF DIRECTORS

4.02. The number of Directors shall be three, or a number determined by the Board of Directors that is not less than three and not greater than eleven. Directors shall be members of the Association. Each director shall serve for a term of three years. The terms of the directors shall be staggered so that the terms of one third of the directors shall be elected each year. If the Board of Directors shall vary the number of Directors, it shall, at that time, determine the length of time any such newly appointed directorship shall serve before standing for election. However, the Board of Directors may not, by such action, shorten the term of office of any currently sitting Director.

NOMINATION OF DIRECTORS

4.03. At any meeting at which the election of a director occurs, any voting member or director may nominate a person with the second of any other voting member or director. In addition to nominations made at meetings, a nominating committee appointed by the Board of Directors shall consider possible nominees and make nominations for each election of directors. The secretary shall include the names nominated by the nomination committee, and any report of the committee, with the notice of the meeting at which the election occurs.

ELECTION OF DIRECTORS

4.04. A person who meets the qualification requirements to be a director and who has been duly nominated may be elected as a director. Directors shall be elected by the vote of the membership of the Association. Directors shall be elected at the annual meeting of the members or at a special meeting called specifically for that purpose. Each director shall hold office until a successor is elected and qualified. A director may be elected to succeed himself or herself as director.

VACANCIES

4.05. Any vacancy occurring in the Board of Directors caused by resignation, death, or disability may be filled by the Board of Directors. Such a vacancy may be filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors or is a sole remaining director. A director elected to fill such a vacancy shall serve the unexpired term of the predecessor in office. Any other vacancy shall be filled by a vote of the members.

ANNUAL MEETING

4.06. The annual meeting of the Board of Directors may be held without notice other than the notice provided in these Bylaws. The annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

REGULAR MEETINGS

4.07. The Board of Directors may provide for regular meetings by resolution stating the

time and place of such meetings. The meetings shall be held within Henderson County, Texas, and shall be held at the Association's registered office in Texas if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.

SPECIAL MEETINGS

4.08. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place within Henderson County, Texas as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in these Bylaws.

NOTICE

4.09. Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than three nor more than 40 days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called. A director may waive the requirement of notice of a meeting by delivering a written waiver on notice to the Secretary.

QUORUM

4.10. A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

DUTIES OF DIRECTORS

4.11. Directors shall exercise ordinary business judgment in managing the affairs of the Association. Directors shall act as fiduciaries with respect to the interests of the members. In acting in their official capacity as directors of this Association, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Association and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Association's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Association.

ACTIONS OF BOARD OF DIRECTORS

4.12. The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting or voting by proxy at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law, the Declaration, or these bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.

PROXIES

4.13. A director may vote by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution. Any such proxy shall be revocable.

COMPENSATION

4.14. Directors shall not receive salaries for their services. A director may serve the Association in any other capacity and receive compensation for those services. Any compensation that the Association pays to any such director shall be commensurate with the services performed, reasonable in amount, and approved by the Members.

REMOVAL OF DIRECTORS

4.15. The members may vote to remove a director at any time, only for good cause. Good cause for removal of a director shall include the unexcused failure to attend five consecutive meetings of the Board of Directors. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda and the notice shall state the possible cause for removal. The director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Association shall consider possible arrangements for resolving the problems that are in the mutual interest of the Association and the director. A director may be removed by the affirmative vote of fifty (50) percent of the members.

OPEN MEETINGS

4.16. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

EXECUTIVE SESSION

4.17. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, and matters requested by the involved parties to remain confidential and agreed to by the Board. The nature of any and all business to be considered in executive session shall first be announced in open session. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

COMMITTEES

4.18. The Board may appoint such committees, in addition to the Nominating Committee called for herein and the Architectural Control Committee called for in the Declaration, as the Board considers advisable for the purposes of the Association.

ARTICLE 5
OFFICERS
ENUMERATION OF OFFICERS

5.01. The Officers of this Association shall be a President, a Secretary, and a Treasurer. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

TERM

5.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

RESIGNATION AND REMOVAL

5.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

MULTIPLE OFFICES

5.04. Any two or more offices may be held by the same person, except the offices of President, Treasurer and Secretary.

COMPENSATION

5.05 Officers shall not receive salaries for their services as officer. A officer may serve the Association in any other capacity and receive compensation for those services. Any compensation that the Association pays to any such officer shall be commensurate with the services performed , reasonable in amount, and approved by the Board of Directors.

ARTICLE 6
PRESIDENT
ELECTION

6.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

DUTIES

6.02. The President shall perform the following duties:

- (a) Preside over all meetings of the Members and of the Board.
- (b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.
- (c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three days.
- (d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.

ARTICLE 7
SECRETARY
ELECTION

7.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

DUTIES

7.02. The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.

ARTICLE 8
TREASURER
ELECTION

8.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

DUTIES

8.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association as directed by the Board.

ARTICLE 9
BOOKS AND RECORDS - OPEN RECORDS AND RECORD RETENTION POLICIES

9.01 Document Retention Policy. The Association shall retain the following records in connection with the operation of the association:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
2. Financial books and records shall be retained for 7 years;
3. Account records of current owners shall be retained for 5 years
4. Contracts with a term of 1 year or more shall be retained for 4 years after the expiration of the contract term;
5. Minutes of meetings of the owners and the board shall be retained for 7 years; and
6. Any tax returns and audit records shall be retained for seven years.

9.02 Records Production and Copying Policy. Except for information deemed confidential by law or court order, the Association will make its books and records open to and reasonably available for examination by an Owner of property in the Subdivision or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Association's books and records on payment of the Charges for the copies. Charges for examining and copying Association information are set out in Exhibit A below. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code shall govern.

Information not subject to inspection by Owners includes but is not limited to—

1. any document that constitutes the work product of the Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Association's attorney relating to the Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005, (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Association, including personnel files.

If a document in the Association's attorney's files and records relating to the Association would be subject to a request by an owner to inspect or copy Association documents, the document will be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An Owner or the Owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Smith County, Texas.
2. The request must include enough description and detail about the information requested to enable the Association to accurately identify and locate the information requested. Owners must cooperate with the Association's reasonable efforts to clarify the type or amount of information requested.
3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and—
 - a. if an inspection is requested, the Association, on or before the tenth business day after the date the Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. if copies of identified books and records are requested, the Association will, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Association receives the request.
4. If the Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Association receives the request, the Association must provide to the requestor written notice that—
 - a. informs the owner that the Association is unable to produce the information on or before the tenth business day after the date the Association received the request; and
 - b. states a date by which the information will be sent or made available for

- inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.
5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Association to copy and forward to the Owner.
 6. The Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Association.
 7. Before starting work on an owner's request, the Association must provide the owner with a written, itemized statement of estimated Charges for examining and/or copying records related to the Owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.
 8. Within ten business days of the date the Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the Owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.
 9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Association may require advance payment of the estimated Charges of compilation, production, and / or reproduction of the requested information.
 10. If the estimated Charges are less or more than the actual Charges, the Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the thirtieth business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the Owner.

Exhibit A

Charges for Examining and Copying Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an Owner's request for Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .
- b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information ($\$15.00$ per hour) and one hour of programming ($\$28.50$ per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Association's property results in a charge to comply with a request, the Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are—

- a. diskette— $\$1.00$;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)— $\$1.00$;
- f. nonrewritable CD (CD-R)— $\$1.00$;
- g. digital video disc (DVD)— $\$3.00$;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette— $\$2.50$;
- k. audio cassette— $\$1.00$;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)— $\$0.50$; and
- m. specialty paper (e.g., Mylar, blueprint, blue-line, map, photographic)—actual cost.

ARTICLE 10
GENERAL PROVISIONS
AMENDMENT OF BYLAWS

10.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the members of the Association at which a quorum of members is present or represented, by the affirmative vote of a majority of the members entitled to vote, provided notice of the proposed alteration, amendment, repeal or adoption is contained in the notice of such meeting or a waiver thereof. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

MEETINGS BY WRITTEN CONSENT

10.02. Any action required to be taken at a meeting of the members, or any other 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 taken, shall be signed by all the members entitled to vote. Furthermore, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, if a consent in writing, setting for the action taken shall be signed by all of the directors.

WAIVERS OF NOTICE

10.03. Whenever any notice is required to be given to any member or director of the Association under the provisions of these Bylaws or under the provisions of the Act, a written waiver of such notice signed by the person entitled to such notice shall be deemed equivalent to the giving of the notice.

INDEMNIFICATION

10.04. The Association may indemnify every director, officer, or other person related to the Association, or such person's heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding, or threatened action, suit or proceeding, to which the person may be made a party by reason of his being or having been an officer, director or other person related to the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or wilful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by legal counsel that the person to be indemnified was not guilty of gross negligence or willful misconduct in the performance of his duty as such officer, director or other person in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such a person may be entitled. The Board of Directors shall have the power in accordance with the Act to define the requirements and limitation of the Association to indemnify directors, officers, or others related to the Association.

ATTESTATION


10.05. Adopted by the Board of Directors effective as of December 31, 2012.


Nancy Brown, Secretary


The undersigned initial directors do hereby certify that the above Bylaws were duly adopted for the regulation of the affairs of the Association at the initial meeting of the Board of Directors held to be effective as of December 31, 2012.



Gary Brown



Nancy Brown



James A. Farley