

**AMENDED and RESTATED BYLAWS  
EAST LAKE WOODS HOMEOWNERS ASSOCIATION, INC.**

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**AMENDED and RESTATED BYLAWS  
OF  
EAST LAKE WOODS HOMEOWNERS ASSOCIATION, INC.**

**1. GENERAL**

**1.1 Purpose of Bylaws.** These Bylaws are adopted for the regulation and management of the affairs of East Lake Woods Homeowners Association, Inc., hereinafter referred to as (“the Association”). The Association has been organized as a Non-Profit Texas corporation under the Texas Business Organizations Code and constitutes the Association under the Amended Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for East Lake Woods Units I, II, III, IV, hereinafter referred to as the (“Deed Restrictions”). The Deed Restrictions relate to real property in Smith County, Texas, which becomes subject to the Deed Restrictions, hereinafter referred to as the (“Community Area”).

**1.2 Terms Defined in the Deed Restrictions.** Terms used in these Bylaws, which are defined in the Deed Restrictions, shall have the same meaning and definition as in the Deed Restrictions.

**1.3 Controlling Laws and Instruments.** These Bylaws are controlled by and shall always be consistent with the provisions of the Texas Business Organizations Code, the Texas Common Interest Ownership Act, the Texas Residential Property Owners Protection Act, the Deed Restrictions and the Articles of Incorporation of the Association filed with the Secretary of the State of Texas, as any of the foregoing may be amended from time to time. Federal and state laws and City of Tyler and Smith County ordinances always prevail if the language in our Declarations (Bylaws, Deed Restrictions, Guidelines, Rules, Regulations, or Policy Statements) conflicts with those of these higher authorities. If the language in our Declarations is consistent with federal and state laws and City of Tyler and Smith County ordinances when adopted and these laws and/or ordinances are amended or modified to conflict with portions of our Declarations, those portions which conflict are rendered null and void; however, those portions which are consistent remain valid and enforceable.

**2. OFFICES**

**2.1 Principal Office.** The Board of Directors, in its discretion, may fix and may change, from time to time, the location of the principal office of the Association. The current location of the principal office of the Association is 13946 East Ridge Road, Arp, Texas 75750.

**2.2 Registered Office and Agent and Management Certificate.** The Texas Business Organizations Code requires that the Association has and continuously maintains in the State of Texas a registered office and a registered agent whose business office is identical with such registered office. The registered office need not be

the same as the principal office of the Association. The initial registered office and the initial registered agent are specified in the Articles of Incorporation of the Association but may be changed by the Association at any time, without amendment to the Articles of Incorporation, by filing a statement as specified by law in the Office of the Secretary of State of Texas. Additionally, pursuant to Sec. 209.004 of the Texas Property Code, the Association shall record in Smith County in which the residential subdivision is located a management certificate, signed and acknowledged by an officer or the managing agent of the association. This management certificate shall be amended from time to time according to the requirements of current state law.

### **3. MEMBERS.**

**3.1 Members.** A "Member," as defined in the Deed Restrictions, is a Person, or if more than one, all persons collectively, who constitutes the Owner of a Lot.

**3.2 Voting Rights of Members.** Each Member shall have the right to cast one vote for each Lot on which an assessment is required, owned by such Member pursuant to Sec. 209.0059 of the Texas Property Code. At each election for directors every member at such election shall have the right to vote in person, proxy or by an accepted voting method permitted by law, for as many persons as there are directors to be elected and for whose election he has a right to vote. A different person must be specified for each separate Director's position being voted upon in the election. In any election for the Board of Directors, each candidate may name one person to observe the counting of the ballots, provided that this does not entitle any observer to see the name of the person who cast any ballot, and that any disruptive observer may be removed. All members are allowed to cast a vote as specified in this article regardless of their delinquent assessment status, or any other failure to meet member obligations, so long as the matter presented for vote concerns the rights or responsibilities of the owner, and/or alienates the property. The Board must take measures to reasonably ensure that (1) a member cannot cast more votes than the member is eligible to cast in an election or vote; and (2) the association counts each vote cast by a member that the member is eligible to cast.

**3.3 Voting by Joint Owners.** In all cases in which more than one Person constitutes the Ownership of a Lot, all such Persons shall be entitled to attend any special or annual meeting of Members, but the voting power attributable to the Lot remains a single vote per assessed lot. This includes instances in which a Lot is owned by a husband and wife. Only one such Person shall be entitled to cast, in person or by proxy, the single vote attributable to the assessed Lot. In such cases, whether voting at any meeting in person, proxy or by an accepted voting method permitted by law, then one Person shall be designated by all Owners of the lot to vote on behalf of all Owners, and the vote of such person shall be the vote attributable to such assessed Lot. In the event that all owners do not agree to designate one person to cast the collective vote for the lot(s), the inability to designate a single person shall be reported to the Board in writing prior to the meeting. The Board has the authority to render the disputed vote null

and void if the joint property owners are unable to reach an agreement that complies with the required voting process.

**3.4 Resolution of Voting Disputes.** In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members, the Board of Directors of the Association shall act as arbitrators and the decision of a disinterested majority of the Board of Directors shall, when rendered in writing, be final and binding as an arbitration award and may be acted upon in accordance with the Texas Uniform Arbitration Act of 1975, as the same may be amended. No dispute as to the entitlement of any Member to vote shall postpone or delay any vote for which a meeting of Members has been duly called pursuant to the provisions of these Bylaws and a quorum is present.

**3.5 Determination of Member Voting Percentage.** Notwithstanding anything to the contrary contained herein, Members shall be entitled to vote on Association matters. In accordance therewith, any and all provisions contained herein requiring the approval of twenty percent (20 %) of Members of the Association shall be deemed satisfied when the requisite percentage of Members entitled to vote has been met.

**3.6 Assignment of Voting Rights to Tenants and Mortgagees.** A Member may assign his right to vote to a tenant occupying his Lot or to a Mortgagee of his Lot for the term of the lease or the Mortgage. Any such assignment of voting rights and any revocation or termination of any assignment of voting rights shall be in writing and shall be filed with the Board of Directors of the Association.

**3.7 Ballots.** Pursuant to Section 209.0058 of the Property Code, (a) any vote cast in an election or vote by a member of the Association must be in writing and signed by the member. (b) Electronic votes cast under Section 209.00593 constitute written and signed ballots. (c) In an association-wide election, written and signed ballots are not required for uncontested races.

**3.8 Tabulation of Ballots.** Pursuant to Sec. 209.594 of the Texas Property Code, an owner who is a candidate in an Association election or a person related to that owner within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election or vote. Any individual that tabulates the votes in an election or recount of an election may not disclose to any member how an individual voted. Access to cast ballots in an election or vote may be authorized to individuals other than the tabulating authority only as part of a recount process authorized by law. This article may not be construed to affect a person's obligation to comply with a court order for the release of ballot or other voting records.

**3.9 Recount of Votes.** Pursuant to Sec. 209.0057 of the Texas Property Code, any owner may, not later than the 15th day after the date of the meeting at which the election was held or the results of the election announced, require a recount of the votes. A demand for a recount must be submitted in writing either (1) by verified mail, or

by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate filed under Article 2.2 of the Deed Restrictions or (2) in person to the Association's managing agent as reflected on the latest management certificate filed under Article 2.2 or to the address to which absentee and proxy ballots are mailed. The member requesting the recount shall be responsible for any reasonable expenses associated with the recount and the Board is responsible for conducting the recount according to the procedures mandated by state law. Both of these obligations are detailed in Sec, 209.0057 which may be amended or modified by the state government from time to time.

**3.10 Voting Methods.** Pursuant to Sec. 209.00592, the Association offers to the members either of the following methods of voting: (a) In person (by being present at the meeting), or by (b) Proxy. Votes may be cast by a written proxy that allows another party to cast the vote of a member by power of attorney. To be valid, each proxy must (1) be signed, notarized, and dated by the member or one joint owner entitled to vote such interest or his attorney-in-fact; Note: Article 3.3 "Voting by Joint Owners" requires the joint owners of a lot to designate a single owner to cast the vote for that property (2) identify the lot to which the vote is appurtenant; (3) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the type or types of meetings for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated or an agent of the presiding officer. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated or an agent of the presiding officer. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless the proxy has been acknowledged or sworn to by the member, before and certified by an officer authorized to take acknowledgments and oaths. The Association is under no legal obligation to allow voting methods other than those detailed above; however, pursuant to Sec. 209.00593 of the Texas Property Code, the following voting methods are acceptable provided the Association makes the written ballots available to the membership prior to the meeting of members according to current state law:

(a) Electronically. Given either by the following: (1) email; (2) facsimile; or (3) posting on an Internet website maintained by the Association.

(b) Absentee ballot. Provided the following criteria are met: (1) the absentee ballot contains each proposed action on the agenda and provides an opportunity to vote for or against each proposed action; (2) has instructions for delivery of the completed absentee ballot including the delivery location; and (3) contains the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later*



*choose to attend any meeting in person, in which case any in-person vote will prevail."* For purposes of this article, a nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

#### **4. MEETINGS OF MEMBERS.**

**4.1 Place of Members' Meetings.** Meetings of Members shall be held at the principal office of the Association or at such other place, within or convenient to the Community Area, as may be fixed by the Board of Directors and specified in the notice of the meeting.

**4.2 Annual Meetings of Members.** Annual Meetings of the Members shall be held in January of each year and at such time of day as is fixed by the Board of Directors and specified in the notice of meeting. The annual meetings shall be held to transact such business as may properly come before the meeting.

#### **4.3 Mandatory Election Required After Failure to Call Regular Meeting.**

(a) Notwithstanding any provision in a dedicatory instrument, the Board shall call an annual meeting of the members of the Association pursuant to Sec. 209.014 of the Texas Property Code.

(b) If the Board does not call an annual meeting of the association members, an owner may demand that a meeting of the association members be called not later than the 30th day after the date of the owner's demand. The owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association at the address for the Association according to the most recently filed management certificate. A copy of the notice must be sent to each member of the Association.

(c) If the Board does not call a meeting of the members of the Association on or before the 30th day after the date of a demand under 4.3 (b), three or more owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of Smith County.

(d) A notice filed by an election committee must contain:

(1) A statement that an election committee has been formed to call a meeting of owners who are members of the Association for the sole purpose of electing board members;

(2) The name and residential address of each election committee member; and

(3) The name of the subdivision, East Lake Woods, over which the Association has jurisdiction under a dedicatory instrument.

(e) Each committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments.

(f) The county clerk shall enter on the notice the date the notice is filed and record the notice in the county's real property records.

(g) Only one committee in a subdivision may operate under this article at one time. If more than one committee in a subdivision files a notice, the first committee that files a

notice, after having complied with all other requirements of this article is the election committee with the power to act under this section. An election committee that does not hold or conduct a successful election within four months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved election committee is ineffective for any purpose under this article.

(h) The election committee may call meetings of the owners who are members of the Association for the sole purpose of electing board members. Notice, quorum, and voting provisions contained in the Bylaws of the Association apply to any meeting called by the election committee.

**4.4 Special Meetings of Members.** Special meetings of the Members may be called by the Board of Directors of the Association or by Members holding not less than twenty (20) per cent of the total votes of all members entitled to vote. At a special meeting called by Members, the petition requesting the meeting shall stipulate specific items of business to be addressed. These items shall be listed on the agenda for the called meeting and properly detailed in the notice. No business shall be transacted at a special meeting of Members except as indicated in the notice thereof.

**4.5 Record Date.** For the purpose of determining Members entitled to notice of, or to vote at, any meeting of Members or in order to make a determination of such Members for any other proper purpose, the Board of Directors of the Association may fix, in advance, a date as the record date for any such determination of Members. The record date shall be not more than 30 days prior to the meeting of Members or the event requiring a determination of Members.

**4.6 Notice of Election or Association Vote.** Pursuant to Section 209.0056 of the Property Code, proper written notice shall be provided to all Members stating the place, day and hour of any meeting in which an association-wide election or vote is taken. Additionally, written notice shall be provided to all Members of annual and special meetings and shall be delivered, not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally, by mail, or an acceptable method permitted by law to each Member. The notice of an annual meeting shall identify any matter, which it is known may come before the meeting including, but not limited to, the general nature of any proposed amendment to the Deed Restrictions or Bylaws, any Budget changes, and any proposal to remove an officer or member of the Board of Directors. The notice of a special meeting shall state the purpose or purposes for which the meeting is called. 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. Such notice may be posted in a conspicuous place in the Community Area, such as on a notice board outside the principal office of the Association, and such notice shall be deemed to be delivered to any Member upon such posting if such Member has not furnished an address for mailing of notice to the Association. Pursuant to Sec. 209.0042 of the Texas Property Code, the Association may adopt an alternative method that may be used by the Association to provide notice from the Association to a member. This alternative

method of providing notice shall only be used when the member to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method. Additionally, the association may not require the member to allow the Association to use an alternative method of providing notice if the member does not desire such method. The Association may implement this alternative method of notification by the issuance of a policy statement provided said policy statement is implemented in a manner consistent with these Bylaws and Deed Restrictions and state law.

**4.7 Quorum at Members' Meetings.** Except as may be otherwise provided in the Deed Restrictions, the Articles of Incorporation or these Bylaws, and except as hereinafter provided with respect to the calling of another meeting, the presence, in person or by proxy, of Members entitled to cast at least twenty percent (20%) of the votes of all Members entitled to vote shall constitute a quorum at any meeting of such Members. Members present in person or by proxy at a duly called meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members so as to leave less than a quorum. If the required quorum is not present in person or by proxy at any such meeting of Members, another meeting may be called, subject to the notice requirements hereinabove specified.

**4.8 Adjournments of Members' Meetings.** Members present in person or by proxy at any meeting of Members may adjourn the meeting from time to time, whether or not a quorum shall be present in person or by proxy, without notice other than announcement at the meeting, for a total period or periods of not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than an announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally called.

**4.9 Vote Required at Members' Meetings.** At any meeting, if a quorum is present, a majority of the votes present in person or by proxy, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Deed Restrictions, the Articles of Incorporation or these Bylaws.

**4.10 Order of Business.** The order of business at any meeting of Members shall be as follows: (a) registration/roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) presentation of minutes of preceding meeting; and (d) the conducting of the business for which the meeting was called.

**4.11 Chairman of Meetings.** At any meeting of the Members, the President of the Association shall act as Chairman of the meeting.

**4.12 Conduct of Meetings.** The conduct of the meeting should be in accordance with established parliamentary procedures. In the event of a question of order, Roberts

Rules of Order, Newly Revised, should apply.

**4.13 Expenses of Meetings.** The Association shall bear the expenses of all annual meetings of Members and of special meetings of Members.

**4.14 Waiver of Notice.** A waiver of notice of any meeting of Members, signed by a Member, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Member. Attendance of a Member at a meeting, either in person or by proxy, shall constitute waiver of notice of such meeting except when the Member attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

**4.15 Action of Members without a Meeting.** Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting if consent, in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

## **5. BOARD OF DIRECTORS.**

**5.1 General Powers and Duties of Board.** The Board of Directors shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board of Directors shall have the power to exercise or cause to be exercised for the Association, all of the powers, rights and authority of the Association, not reserved to Members, and provided in the Deed Restrictions, the Articles of Incorporation, or these Bylaws, the Texas Business Organizations Code or the Texas Common Interest Ownership Act.

**5.2 Special Powers and Duties of Board.** Without limiting the foregoing statement or general powers and duties of the Board of Directors or the powers and duties of the Board of Directors as set forth in the Deed Restrictions, the Board of Directors of the Association shall be vested with and responsible for the following specific powers and duties:

**(a) Assessments.** The duty to fix and levy from time to time as it deems necessary, and with the approval of the Members, Regular Annual Assessments, Special Assessments, and Reimbursement Assessments upon the Members of the Association as provided in the Deed Restrictions; to determine and fix the due date for the payment of such Assessments and the date upon which the same shall become delinquent; and to enforce the payment of such delinquent assessments as provided in the Deed Restrictions.

Regarding such Regular Annual Assessments, the Board of Directors shall present the proposed budget(s) for the upcoming fiscal year at the annual meeting in January, at which time the Members will vote to accept or reject a new

budget along with the required assessment. Failure to approve a new budget and the associated regular annual assessment will result in the annual assessment being established at the assessment for the prior fiscal year plus 5%.

In regards to Special Assessments, the Board of Directors shall present the proposed budget for the project at either the annual meeting in January or at a special meeting called for that purpose. At that time, the Members will vote to accept or reject the proposed Special Assessment.

Reimbursement assessments required by law are not subject to rejection by membership vote.

**(b) Taxes.** The duty to pay all taxes and assessments levied upon the Association Properties and all taxes and assessments payable by the Association. The Board of Directors shall also have the power to contest any such taxes or assessments in accordance with the provisions contained in the Deed Restrictions.

**(c) Insurance.** The duty to contract and pay premiums for fire and casualty and blanket liability and other insurance, including liability insurance for the Board of Directors, officers, and committee members, in accordance with the provisions of the Deed Restrictions.

**(d) Association Property.** The duty and power to contract for and pay bills for maintenance, legal service, accounting service, gardening, common utilities and other materials, supplies and services relating to the Association Properties, tracts adjacent to the Association Properties and perimeter fencing located along the boundaries of the Community Area, and to employ personnel necessary for the care and operation of the Association Properties and tracts adjacent to the Association Properties, and to contract and pay for necessary Improvements on the Association Properties.

**(e) Agents and Employees.** The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Deed Restrictions, and these Bylaws; and to fix their compensation and to require from them security for faithful service as deemed advisable by the Board. Additionally, the Board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board, however, this fee shall be detailed in the budget which must be approved by the membership.

The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the committee created,

provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among members and residents and approved by the Board.

**(f) Borrowing.** The power, with the approval of Members representing at least eighty percent (80%) of the voting power of the Association to borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefore, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecation or other evidences of debt and securities therefore.

**(g) Enforcement.** The power to enforce the provisions of the Deed Restrictions, the Rules and Regulations, these Bylaws, Guidelines, or other agreements of the Association. The Board may levy fines for each day or occurrence that a violation of the Documents persists after notice and hearing, provided the amount of the fine is reasonable in relation to the nature and frequency of violation. Also, the Board may establish, levy, and collect reasonable late charges for members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts. Article 9 of these Bylaws provides specific details with respect to enforcement powers of the Board.

**(h) Delegation of Powers.** The power to delegate its powers according to law.

**(i) Easements.** The power to grant easements where necessary for utilities and other facilities over the Association Properties to serve the Community Area as set forth in the Deed Restrictions and to grant and convey such other easements as the Board of Directors deems prudent including, but not limited to, easements which benefit property located outside the Community Area. Pursuant to Section 209.012 of the Property Code, The Association may not amend the Bylaws, Deed Restrictions or other dedicatory instrument to grant the Association an easement through or over an owner's lot without the consent of the owner.

**(j) Rules and Regulations.** The power to adopt such Rules, Regulations, and Guidelines as the Board may deem necessary for the management of the Community Area. Such Rules, Regulations, and Guidelines may concern, without limitation, use of the Association Properties, signs, parking restrictions, collection and disposal of refuse, minimum standards of property maintenance consistent with the Deed Restrictions, the provisions, Regulations, and Guidelines of the Architectural Review Committee, and any other matters within the jurisdiction of the Association as provided in the Deed Restrictions; provided, however, such Rules, Regulations, and Guidelines shall be enforceable only to the extent that

they are consistent with current laws, the Deed Restrictions, the Articles of Incorporation, and these Bylaws. New Rules, Regulations, and Guidelines shall be detailed in the minutes of the Board Meeting at which they are adopted and posted on the Website of the Association as soon as possible. Furthermore, they shall not take affect or be enforced for sixty (60) days following their posting on the Website. These Rules, Regulations, and Guidelines are subject to referendum by the membership of the Association. At any special meeting called by the Members, the membership of the Association has the exclusive right and authority to rescind any Rule, Regulation, or Guideline previously adopted by the Board. Should the Members rescind any Rule, Regulation, or Guideline at a special meeting, the Board shall not adopt the same or similar Rule, Regulation, or Guideline for a period of two (2) years.

**(k) Annexations.** The power to annex additional real property to the Community Area as more fully provided in the Deed Restrictions.

**(l) Spending Authority.** The Board has the power to spend any budgeted expenditure previously approved by the Members in accordance with Article 5.2(a). The Board of Directors also has the authority to spend up to \$3,000 on any expenditure for unanticipated expenses in excess of the budgeted amounts, as long as a cash surplus exists to fund such expenditure. At no time will the Board of Directors authorize the redirection of funds collected for a special assessment to another purpose without the approval of the Members. A specific reserve account may be established to fund specific projects or objectives provided funding for said accounts is approved by the membership at an annual or special meeting. However, the Board may direct the deposit of unspent budgeted funds at the end of a fiscal year into such specific reserve accounts. Like a special assessment, funds in such specific reserve accounts shall not be redirected to another purpose without the approval of the Members. The General Contingency Fund is a general reserve account which may be utilized by the Board to fund unanticipated expenses or shortfalls in the budgets of committees or the Board provided that no single expenditure exceeds \$3,000 and a cash surplus exists to cover such expenditure. Additional funding for the General Contingency Fund may be approved by the membership at an annual or special meeting or the Board may direct the deposit of unspent budgeted funds at the end of a fiscal year into said account. Funds in the General Contingency Fund may also be directed toward specific reserve accounts provided the membership approves such transfers. Additionally, funds in the General Contingency Fund shall not be directed to unbudgeted elective construction projects of any sort without the approval of the membership.

**5.3 Qualifications of Directors.** A Director must be a natural person and a property owner of East Lake Woods. A Director may be reelected and there shall be no limit on the number of terms a Director may serve.

**5.4 Number of Directors.** The number of Directors of the Association shall be five (5).

**5.5 Election and Term of Office.** Directors shall be elected by the members at the annual meeting for two-year terms, which are staggered so that three (3) Directors are elected on even-numbered years, and two (2) Directors shall be elected on odd-numbered year

**5.6 Removal of Directors by Members.** Except as set forth in Article 5.5, at any meeting of Members, the notice of which indicates such purpose, any Director may be removed, with or without cause, by vote of two-thirds (2/3) of the Members of the Association entitled to vote and a successor may be then and there elected to fill the vacancy thus created for the remainder of the removed Director's term.

**5.7 Removal of Directors by Other Directors.** A director may be removed by at least a majority of the directors at a meeting of the Board called for that purpose for the following limited reasons; (a) the director is a party adverse to the Association or the Board impending litigation to which the Association or the Board is a party; (b) The Board of Directors is provided credible and verified information that a director has been judicially decreed, or admitted, to committing a felony or a crime of moral turpitude within the most recent twenty (20) years, with such removal being immediate upon receipt and confirmation of the information; or (c) the director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months, provided he was given written notice of the meetings.

**5.8 Resignation of Directors.** Any Director may resign at any time by giving written notice to the President, or to the Board of Directors stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

**5.9 Vacancies in Directors.** Any vacancy occurring in the Board of Directors shall, unless filled in accordance with Articles 5.5 and 5.6 or by election at a special meeting of Members, be filled by the affirmative vote of a majority of the remaining Directors. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office. Pursuant to Sec. 209.00593 of the Texas Property Code, a board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability.

**5.10 Other Committees of Association.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more other committees, which may consist of or include Members who are not Directors. Any such committee shall have and exercise such authority as shall be specified in the resolution creating such Committee except such authority as can only be exercised by the Board of Directors. The Board of Directors shall select a Chairperson for each of



the Committees of the Association, who shall serve at the pleasure of the Board of Directors.

**5.11 Standing Committees.** There shall be two standing committees of the Association, which shall be the Architectural Review Committee, responsible for carrying out those duties established in the Deed Restrictions; and the Rules and Enforcement Committee, responsible for carrying out those duties contained in Article 9 of these Bylaws. Each of these standing committees must have a minimum of three members, which shall be appointed by the Board of Directors.

**5.12 General Provisions Applicable to Committees.** The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

**5.13 Maintenance of Fidelity Insurance.** In the event that the Board of Directors delegates its powers with respect to collection, deposit, transfer, or disbursement of Association funds to other persons not officers of the Association, or to a managing agent, as authorized by the Bylaws and the Texas Common Interest Ownership Act, then in connection with such delegation of powers, the Board of Directors shall require:

(a) That the other persons or managing agent maintain fidelity insurance coverage or a bond in an amount not less than \$50,000 or such high amount as the Board of Directors may require;

(b) That the other persons or managing agent maintain all funds in accounts of the Association separate from the funds and accounts of other associations managed by the other persons or managing agent and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and

(c) That an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant, or a certified public accountant.

**5.14 Liabilities and Standard of Care.** In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of the Texas Business Organizations Code: 3.105, 22.225, 22.226, 22.227, 22.221, 22.223, 22.224, 22.228, and 22.230.

## **6. MEETINGS OF DIRECTORS.**

**6.1 Place of Directors' Meetings.** Meetings of the Board of Directors shall be held at the principal office of the Association or at such other place, within or convenient to the Community Area, as may be fixed by the Board of Directors and specified in the notice of the meeting.

**6.2 Annual Meeting of Directors.** Annual meetings of the Board of Directors shall be held on the same date as, or within 10 days following, the annual meeting of Members. The business to be conducted at the annual meeting of Directors shall consist of the appointment of officers of the Association and the transaction of such other business as may properly come before the meeting. No prior notice of the annual meeting of the Board of Directors shall be necessary if the meeting is held on the same day and at the same place as the annual meeting of Members at which the Board of Directors is elected or if the time and place of the annual meeting of the Board of Directors is announced at the annual meeting of such Members.

**6.3 Other Regular Meetings of Directors.** The Board of Directors shall hold regular meetings at least quarterly and may, by resolution, establish in advance the times and places for such regular meetings. No prior notice of any regular meetings need be given after establishment of the times and places thereof by such resolution.

**6.4 Special Meetings of Directors.** Special meetings of the Board of Directors may be called by any Board member or by the Treasurer of the Association by giving notice as set forth in paragraph 6.5.

**6.5 Notice of Directors' Meetings.** In the case of all meetings of Directors for which notice is required, notice stating the place, day and hour of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, by mail, email, posted Board Minutes, telephone or personally, by or at the direction of the persons calling the meeting, to each member of the Board of Directors. If mailed, such notice shall be deemed to be delivered at 5:00 p.m. on the second business day after it is deposited in the mail addressed to the Director at his/her home or business address as either appears on the records of the Association, with postage thereon prepaid. If by email, such notice shall be deemed to be delivered upon receipt of a response from each Director. If by posted Board Minutes, such notice shall be deemed to be delivered when posted on the ELW website as approved. Additionally, notice shall be deemed to be delivered if it is posted on the Website in a conspicuous location not less than ten (10) nor more than sixty (60) days before the date of the meeting. If by telephone, such notice shall be deemed to be delivered when given by telephone to the Director or to any person answering the phone who sounds competent and mature at his/her home or business phone number as either appears on the records of the Association. If given personally, such notice shall be deemed to be delivered upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at his/her home or business address as either appears on the records of the Association. Neither the

business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such meeting.

**6.6 Director Voting.** A director shall only be allowed to vote in person or electronically at any meeting of Directors.

**6.7 Quorum of Directors.** A majority of the number of Directors fixed in these Bylaws shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at a meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.

**6.8 Adjournment of Directors' Meetings.** Directors present at any meeting of Directors may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than an announcement at the meeting, for a total period or periods not to exceed 30 days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which may have been transacted at the meeting as originally called.

**6.9 Vote Required at Directors' Meeting.** At any meeting of Directors, if a quorum is present, a majority of the votes present in person and entitled to be cast in a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Deed Restrictions, the Articles of Incorporation, or these Bylaws.

**6.10 Order of Business.** The order of business at all meetings of Directors shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) review of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

**6.11 Officers at Meetings.** The President shall act as chairman and the Board of Directors shall designate a Director or member of the Association to act as secretary at all meetings of Directors.

**6.12 Conduct of Meetings.** The conduct of the meeting should be in accordance with established parliamentary procedures. In the event of a question of order, Roberts Rules of Order, Newly Revised, should apply.

**6.13 Waiver of Notice.** A waiver of notice of any meeting of the Board of Directors, signed by a Director, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Director. Attendance of a Director at a meeting in person shall constitute waiver of notice of such meeting except when the

Director attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

**6.14 Action of Directors without a Meeting.** Pursuant to Sec. 209.0051 of the Texas Property Code, any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of board meetings. Action by written consent has the same force and effect as a unanimous vote. Following any action without a meeting, the Board shall report the action at the next meeting and include the action in the minutes.

**6.15 Telephone/Electronic Meetings.** Pursuant to Sec. 209.0051 of the Texas Property Code, members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment, including web-based meeting software. The Board shall follow all requirements detailed in said section of state law.

**6.16 Open Board Meetings.** Pursuant to Sec. 209.0051 of the Texas Property Code, regular and special meetings of the board are open to members of the Association; provided that members who are not directors and wish to address the Board follow proper procedures. All members including directors shall forward items for Board and administration consideration to the President at least 14 days in advance of the meeting. Emergency items may be referred to the President any time before the meeting in order to be considered for placement on the agenda. The President of the Association shall be responsible for recognizing all members who have signed up to speak. Generally, each person wishing to address the Board will be afforded the floor during the appropriate time on the agenda. Individuals shall properly identify themselves. The President will maintain order, and will enforce time limits as established by the Board. To avoid undue repetition or to keep within the time frame of the agenda, the Board may, at its discretion, limit the number of speakers expressing similar opinions on a particular topic. If time scheduled on the agenda is insufficient to accommodate the number of speakers, the Board may defer discussion to its next regularly scheduled meeting. After sufficient time to discuss and study issues presented by members, the Board should respond either verbally at the next Board meeting or in writing to the appropriate member or group of members.

In addition, no regular or special meeting of the Board may be conducted during social functions of the Association, conventions, or during recognized holidays under Federal, Texas, county, and municipal law. The Board may adjourn any meeting and reconvene in executive session to discuss actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session will be summarized orally and placed in the minutes, in general

terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary will also include a general explanation of expenditures approved in executive session. Any board meeting under this article shall be held in a location within the jurisdiction lines of Smith County, Texas.

**6.17 Notice to Members of Board Meetings** Pursuant to Sec. 209.0051, members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting or provided at least 72 hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members in a place located on the association's common property or on any Internet website maintained by the association or other Internet media. In addition, the notice must be sent by email to each owner who has registered an email address with the Association. It is an owner's duty to keep an updated e-mail address registered with the property owners' association.

## **7. OFFICERS.**

**7.1 Officers, Employees and Agents.** The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers, assistant officers, employees and agents as may be deemed necessary by the Board of Directors. Officers other than the President need not be Directors. No person shall simultaneously hold more than one office except the offices of Secretary and Treasurer.

**7.2 Appointments and Term of Office of Officers.** The officers shall be appointed by the Board of Directors at the annual meeting of the Board of Directors and shall hold office subject to the pleasure of the Board of Directors until the next annual meeting of the Board of Directors or until their successor is appointed, whichever is later, unless the officer resigns, or is removed earlier.

**7.3 Removal of Officers.** Any officer, committee member, employee or agent may be removed by the Board of Directors, with or without cause, whenever, in the Board's judgment, the best interests of the Association will be served thereby. The removal of an officer, committee member, employee or agent shall be without prejudice to the contract rights, if any, of the officer, employee or agent so removed. Election or appointment of an officer, employee or agent shall not of itself create contract rights.

**7.4 Resignation of Officers.** Any officer may resign at any time by giving written notice to the President, or to the Board of Directors of the Association stating the effective date of such resignation. Acceptance of such resignation shall not be necessary to make the resignation effective.

**7.5 Vacancies in Officers.** Any vacancy occurring in any position as an officer may be filled by the Board of Directors. An Officer appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

**7.6 President.** The president shall be a member of the Board of Directors and shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall direct, supervise, coordinate and have general control over the affairs of the Association, and shall have the powers generally attributable to the chief executive officer of a corporation. The President shall preside at all meetings of the Board of Directors and of Members of the Association.

**7.7 Vice President.** The Vice President may act in place of the President in case of his death, absence or inability to act, and shall perform such other duties and have such authority as is from time to time delegated by the Board of Directors or by the President.

**7.8 Secretary.** The Secretary shall be the custodian of the records and the seal of the Association and shall affix the seal to all documents requiring the same; shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law and that the books, reports and other documents and records of the Association are properly kept and filed; shall take or cause to be taken and shall keep minutes of the meetings of Members, of the Board of Directors and of committees of the Board; shall keep at a location designated by the Board of Directors a record of the names and addresses of the Members; and, in general, 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. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of his/her death, absence or inability to act.

**7.9 Treasurer.** The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association; shall deposit all such funds in the name of the Association in such depositories as shall be designated by the Board of Directors; shall keep correct and complete financial records and books of account and records of financial transactions and condition of the Association and shall submit such reports thereof as the Board of Directors may, from time to time, require; and in general shall perform all the duties incident to the office of Treasurer and such other duties as may, from time to time, be assigned to him/her by the Board of Directors or by the President. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his/her death, absence or inability to act.

## **8. INDEMNIFICATION OF OFFICIALS AND AGENTS.**

**8.1 Certain Definitions.** A "Corporate Official" shall mean any Director or officer, and any former Director or officer of the Association. A "Corporate Employee" shall

mean any employee and any former employee of the Association. "Expenses" shall mean all costs and expenses, including attorneys' fees, liabilities, obligations, judgments and any amounts paid in reasonable settlement of a Proceeding. "Proceeding" shall mean any claim, action, suit or proceeding, whether threatened, pending or completed, and shall include appeals.

**8.2 Right of Indemnification.** The Association shall indemnify any Corporate Official and any Corporate Employee against any and all Expenses actually and necessarily incurred by or imposed upon him to the fullest extent provided by law. The right of indemnification shall not extend to any matter as to which such indemnification would not be lawful under the laws of the State of Texas.

**(a) Standards of Conduct.** The Association shall indemnify any Corporate Official and any Corporate Employee against liability incurred in or as a result of the Proceeding if the Corporate Official or Corporate Employee: (i) conducted himself or herself in good faith; (ii) reasonably believed (A) in the case of a Director acting in his or her official capacity, that his or her conduct was in the Association's best interests, or (B) in all other cases, that the Corporate Official's or Corporate Employee's conduct was at least not opposed to the Association's best interest; and (iii) in the case of any criminal proceeding, the Corporate Official and Corporate Employee had no reasonable cause to believe his or her conduct was unlawful.

**(b) Settlement.** The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of Nolo Contendere or its equivalent, is not of itself determinative that the Corporate Official or Corporate Employee did not meet the applicable standards of conduct as set forth in subsection 8.2(a).

**8.3 Indemnification Prohibited.** The right of indemnification shall not extend to matters as to which the Corporate Official or Corporate Employee: (i) has been adjudged liable for gross negligence or willful misconduct in the performance of the Corporate Official's or Corporate Employee's duty to the Association; or (ii) in connection with any Proceeding charging improper personal benefit to such Corporate Official or Corporate Employee, in which the party was adjudged liable on the basis that personal benefit was improperly received by such Corporate Official or Corporate Employee (even if the Association was not thereby damaged). Notwithstanding the foregoing, the Association shall indemnify such Corporate Official or Corporate Employee if and to the extent required by the court conducting the Proceeding, or any other court of competent jurisdiction to which such Corporate Official or Corporate Employee has applied, if it is determined by such court, upon application by such Corporate Official or Corporate Employee, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of this subsection 8.3 or whether or not the party met the applicable standards of conduct set forth in subsection 8.2(a), and in view of all relevant circumstances, the Corporate Official or Corporate Employee is fairly and

reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Texas Corporation Code.

**8.4 Prior Authorization Required.** Any indemnification under Section 8.2 (unless ordered by a court or in accordance with Section 8.5 below) shall be made by the Association only if authorized in the specific case after a determination has been made that the Corporate Official or Corporate Employee is eligible for indemnification in the circumstances because such Corporate Official or Corporate Employee has met the applicable standards of conduct set forth in subsection 8.2(a) and after an evaluation has been made as to the reasonableness of the Expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors, by a majority vote of a quorum of such Board, which quorum shall consist of Directors not parties to the Proceeding, or by such other person or body as permitted by law.

**8.5 Success on Merits or Otherwise.** Notwithstanding any other provision of this Article 8, the Association shall indemnify such Corporate Official or Corporate Employee to the extent that such party has been successful, on the merits or otherwise, including, without limitation, dismissal with prejudice or settlement without admission of liability, in defense of any Proceeding to which the party was a party against Expenses incurred by such party in connection therewith.

**8.6 Advancement of Expenses.** The Association shall pay for or reimburse the Expenses, or a portion thereof, incurred by a party in advance of the final disposition of the Proceeding if (a) the party furnishes the Association a written affirmation of such party's good faith belief that he or she has met the standard of conduct described in subsection 8.2(a); (b) the party furnishes the Association a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this article have been made in the manner provided in Section 8.4. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

**8.7 Payment Procedures.** The Association shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the Proceeding in the case of indemnification under Section 8.4 and by the written affirmation and undertaking to repay as required by Section 8.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Association denies the claim, in whole or in part, or if no disposition of such claim is made within 90 days after written request for indemnification is made. A party's Expenses incurred in connection with successfully establishing such party's right to



indemnification, in whole or in part, in any such Proceeding shall also be paid by the Association.

**8.8 Notification to Members.** Any indemnification of or advance of Expenses to a Director (but not to any other party) in accordance with this Article, if arising out of a Proceeding by or on behalf of the Association, shall be reported in writing to the Members with or before the notice of the next meeting of Members.

**8.9 Authority to Insure.** The Association may purchase and maintain liability insurance on behalf of any Corporate Official or Corporate Employee against any liability asserted against him/her and incurred by him/her as a Corporate Official or Corporate Employee or arising out of his/her status as such, including liabilities for which a Corporate Official or Corporate Employee might not be entitled to indemnification hereunder.

**8.10 Right to Impose Conditions to Indemnification.** The Association shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Association; (b) that the Association shall have the right, at its option, to assume and control the defense or settlement of any Proceeding made, initiated, or threatened against the party to be indemnified; and (c) that the Association shall be subrogated, to the extent of any payments made by way of indemnification shall execute all writings and do everything necessary to assure such rights of subrogation to the Association.

**8.11 Other Rights and Remedies.** The indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Members or Board of Directors, agreement, or otherwise.

**8.12 Applicability; Effect.** The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article shall continue as to any party entitled to indemnification under this Article who has ceased to be a Director, officer, or employee of the Association. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying, or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict, or otherwise affect the right or power of the Association to indemnify any person, or affect any rights of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Association and each party covered hereby.

**8.13 Indemnification of Agents.** The Association shall have the right, but shall not be obligated, to indemnify any agent of the Association not otherwise covered by this Article to the fullest extent permissible by the laws of Texas. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 8.3.

**8.14 Savings Clause; Limitation.** If this Article or any Section or provision hereof shall be invalidated by any court on any ground, or if the Texas Business Organizations Code is amended in such a way as to affect this Article, then the Association shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated.

## **9. ENFORCEMENT PROCEDURES**

**9.1 Association's Enforcement Rights.** Pursuant to Sec. 209.006 of the Texas Property Code, before the Association may suspend an owner's right to use a common area, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the Deed Restrictions or Bylaws or Rules, Regulations or Guidelines of the Association, the Board or its agent must give written notice to the owner ("Respondent") by certified mail. The notice shall be mailed to the owner at the owner's last known address as shown on the association records and must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and state the following:

- (a) The owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
- (b) The owner may request a hearing under Section 209.007 on or before the 30th day after the date the notice was mailed to the member;
- (c) The owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty; and
- (d) Specify the date by which the owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety.

The date specified in the notice must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. If the owner cures the violation before the expiration of the period for cure

specified in the notice, a fine may not be assessed for the violation. These requirements do not apply to a violation for which the owner has been previously given notice under this article and the opportunity to exercise any rights available under this article in the preceding six months. In such case, the owner shall not be given the opportunity to cure a violation regardless of the nature of said violation. For purposes of this article, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. Additionally, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this article, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered incurable for purposes of this article; (1) shooting fireworks; (2) an act constituting a threat to health or safety; (3) a noise violation that is not ongoing; (4) property damage, including the removal or alteration of landscape; and (5) holding a garage sale or other event prohibited by the Deed Restrictions.

The following are examples of acts considered curable for purposes of this article: (1) a parking violation; (2) a maintenance violation; (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and (4) an ongoing noise violation such as a barking dog. The failure of the Board of Directors, the Rules and Enforcement Committee, or the Architectural Review Committee to enforce the Rules and Regulations, these Bylaws or the Deed Restrictions shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided in the Deed Restrictions or these Bylaws shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by these Bylaws and the Rules and Regulations before that Member may resort to a court of law for relief with respect to any alleged violation by another Member of the Deed Restrictions, these Bylaws or the Rules and Regulations, provided that the foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board or to any Member where the complaint alleges nonpayment of Annual Assessments or Special Assessments or the like.

**9.2 Written Complaint.** Any Member, agent, or assign of the Board of Directors may file a Written Complaint against another Member (Respondent) for violation of the Deed Restrictions, the Bylaws or the Rules and Regulations. The Written Complaint may be sent electronically but must contain a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is alleged to have violated. This Written Complaint must be presented or sent to the Chairman of the Rules and Enforcement Committee or a Director of the Board. The Written Complaint shall be evaluated by the Rules and Enforcement Committee to determine whether enforcement action shall be taken.

**9.3 Enforcement Process.** The Rules and Enforcement Committee shall determine, after evaluating a Written Complaint from a Member or agent, or assign of the Board of Directors against a Member (Respondent), whether a violation that is referenced in the Written Complaint is valid. If it is found to be a valid complaint, the Rules and Enforcement Committee will proceed with enforcement according to the "Procedures by Which Fines are Levied in East Lake Woods Subdivision" set out in Article 9.4 hereof.

**9.4 Procedures by Which Fines Are Levied in East Lake Woods.** The process of enforcing a Deed Restriction, Rule, Regulation, or Guideline, i.e., taking action to cause compliance with the restrictions, begins with written notice to the Rules and Enforcement Committee that non-compliance exists (or has existed at a prior point in the case of a certain category of violation (see below for detail)). This written notice may be on paper or via e-mail if a Board approved email address is made available for said use. Any Association Member, including the individual Members of the Rules and Enforcement Committee, may initiate it. It may also be initiated by a Director or agent or assign of the Board. It may be addressed to the Chairman of the Rules and Enforcement Committee or any Director of the Association.

(a) Upon receipt of the written notice, the Rules and Enforcement Committee assigns a unique tracking number to the complaint and records its receipt. The tracking number remains with the complaint through its final resolution.

(b) The Rules and Enforcement Committee considers the complaint. If necessary, assignments are made to committee members to determine whether a complaint is valid.

(c) Once it has been determined by the Rules and Enforcement Committee that a complaint is not valid, the initiator is so advised. If it is determined that a complaint is valid, the Respondent is so notified. This notification is written and is delivered via USPS certified mail to the Respondent's address of record on file with the Association. Pursuant to Sec. 209.006 of the Texas Property Code, notification shall be considered complete the day the notice is mailed.

(d) If the violation is of a curable nature, the Rules and Enforcement Committee contacts the Respondent to make him or her aware of the violation according to procedures detailed in Article 9.1 to allow the respondent the opportunity to cure the problem and avoid a fine. If the violation is of an incurable nature, the Rules and Enforcement Committee notifies the Board of the violation and recommends the amount of the fine based on the facts of the case and the fee schedule. If the fine is approved by the Board, the Rules and Enforcement Committee notifies the respondent of the amount of the fine and the date that it must be paid.

(e) If the violation is not cured, the Rules and Enforcement Committee then notifies the Board of Directors of the continuing violation, recommends a date of fine commencement, the daily fine amount and/or total amount of fine, based on the Fine Schedule in Section 9.5 hereof. The Board of Directors, by majority vote, upholds the charges or voids the violation and the fine.

(f) If the violation and fine are voided, no fine is levied; the Rules and Enforcement Committee and the Respondent are so notified. The process terminates.

(g) If a violation and fine are upheld, even though revised, the Respondent is notified via USPS regular mail of the continuing violation, including date fines will begin to accumulate as certified, daily fine amount, and/or total amount of fine.

(h) Regardless of whether the violation is curable or incurable, the respondent has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. Any appeal must be in writing and filed within thirty (30) days of the date of mailing of notification to be assured of consideration by the Board of Directors. If an appeal is received after the thirty day period, the Board of Directors may, at the option of the majority, agree to consider the appeal or decline to consider such untimely appeal.

- 1) If a hearing is to be held before a committee, the notice prescribed by Section 209.006 of the Texas Property Code must state that the owner has the right to appeal the committee's decision to the Board by written notice to the Board.
- 2) The Association shall hold a hearing under this Article not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The owner or the Association may make an audio recording of the meeting.
- 3) The notice and hearing provisions of Section 209.006 of the Texas Property Code and this Article do not apply if the association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed

relating to a matter to which those sections apply, a party to the suit may file a motion to compel mediation. The notice and hearing provisions of Section 209.006 and this Article do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Article.

4) An owner or Association may use alternative dispute resolution services.

(i) At the conclusion of the private appeal hearing, or if no appeal is requested by the Owner or Owners, the Board shall advise the Owner or Owners, in writing, of its final decision with respect to the violation. If the final decision results in a Fine being levied against the Owner or Owners, the Owner or Owners shall pay such fine within ten (10) days of such final decision. If such fine is not fully paid within such ten-day period, the Board may move to enforce such fine as provided in these Deed Restrictions.

(j) When the Respondent notifies the Rules and Enforcement Committee that the violation no longer exists, the Rules and Enforcement Committee, within 72 hours of such notification, investigates to confirm that the violation no longer exists.

(k) If it is confirmed that the violation no longer exists, the Rules and Enforcement Committee notifies the Board of Directors and Respondent that the Rules and Enforcement Committee has confirmed that the violation no longer exists. Respondent is required to pay fines, which have accumulated from the date the violation first occurred up to the point of notification to the Rules and Enforcement Committee that the violation no longer exists.

(l) If the Rules and Enforcement Committee determines that the violation still exists, the Rules and Enforcement Committee so notifies the Respondent and the Board of Directors. The fines continue to accumulate. The process continues until the Respondent notifies the Rules and Enforcement Committee that the violation no longer exists and the Rules and Enforcement Committee confirms this to be the case.

(m) At the beginning of each calendar month, the Rules and Enforcement Committee or Treasurer shall notify the Respondent of the total fine accumulation as of the last day of preceding month. The lack of such notification has no impact on the fine amount or fine accumulation.

(n) When the Respondent notifies the Rules and Enforcement Committee that the violation has been corrected, and the Rules and Enforcement Committee confirms same, fine accumulation ceases as of the date of notification of the Rules and Enforcement Committee by the Respondent.

(o) In the case of curable violations, and the member has not committed the same or a similar violation in the past six months, the Respondent shall be notified of the violation in the standard manner required by law and is given the opportunity to cure the problem and avoid a fine or prove innocence. However, if the Respondent is not entitled to cure the problem by having committed the same or similar curable violation within the past six months, the notification shall include the amount of the fine from the Fine Schedule in Section 9.5 hereof, which the Rules and Enforcement Committee is recommending to the Board of Directors and commencement (or effective) date of the fine. This letter must have the prior approval of the Board before mailing. As in the case of all violations, the Respondent is given the opportunity to appeal the fine in writing to the Board within thirty days of the notification. If there is no appeal or if the final decision following the appeal results in a Fine being levied against the Owner or Owners, the Owner or Owners shall pay such Fine within ten (10) days of such final decision. If such Fine is not fully paid within such ten-day period, the Board may move to enforce such Fine as provided in these Deed Restrictions.

**9.5 Fine Schedule.** The following table and other verbiage provide the schedule of fines to be levied against East Lake Woods Homeowners Association property owners and others for violation of the Deed Restrictions of the Association and the Rules, Regulations and Guidelines.

Entry No.	Violation Title	Reference Paragraph	Violation	Fine
1	Single family residence	3.01	Multiple families in a single residence	\$50 per day that violation exists after notification process
2	Obnoxious or offensive activity	3.01	Performing or allowing performance of obnoxious or offensive activity, including malfunctioning septic systems	\$50 per incident after notification process
3	Commercial use	3.01	Use of property for commercial, business or professional	\$50 per day that violation exists after notification process

			purposes	
4	Renting or leasing property	3.01	Renting or leasing property without providing proper documentation to the BOD	\$10  per day that violation exists after notification process
5	Excess height of dwelling	3.02	Construction or placement of building exceeding three stories	\$50 per day that violation exists after notification process
6	Outbuildings	3.02	Construction or placement of outbuilding without prior written consent of ARC and BOD	\$25 per day that violation exists after notification process
7	Uncovered garage doors	3.02	Construction or placement of garage with uncovered doors or doors covered with other than industry standard garage doors without ARC approval	\$25 per day that violation exists after notification process
8	Violation of square footage requirements	3.03	Construction or placement of residence of less than 1800 square feet of living area	\$100 per day that violation exists after notification process
9	Setbacks	3.04	Construction or placement of structure in violation of setback requirements	\$50 per day that violation exists after notification process
10	Improper screening	3.05	Construction or placement of screening without ARC approval	\$25 per day that violation exists after notification process
11	Driveway material	3.06	Construction of driveway of non-prescribed material without ARC approval	\$50 per day that violation exists after notification process



12	Failure to construct driveway	3.06	Occupation of dwelling unit without construction of approved driveway	\$50 per day that violation exists after notification process
13	Improper access	3.06	Construction of driveway so as to provide access to a second lot	\$50 per day that violation exists after notification process
14	Driveway erosion	3.06	Construction of driveway in such a manner as to facilitate erosion on adjacent lot or Lake Tyler East	\$50 per day that violation exists after notification process
15	Construction materials	3.08	Use of prohibited materials or improper use of allowed materials without ARC approval	\$25 per day that violation exists after notification process
16	Improper structure	3.08	Placement of used building or mobile home on property	\$100 per day that violation exists after notification process
17	Violation of construction time constraints	3.09	Failure to complete and removal of temporary structures	\$10 per day that violation exists after notification process
18	Window air conditioner or heater	3.10	Placement of window air conditioner or heater	\$10 per day that violation exists after notification process
19	Exterior wall-mounted HVAC	3.10	Placement of exterior wall-mounted HVAC without Board and ARC approval	\$10 per day that violation exists after notification process
20	Utilities connections	3.11	Failure to connect to water or electrical utilities	\$10 per day that violation exists after notification process
21	Unapproved septic system	3.11	Failure to construct and attach to approved septic	\$50 per day that violation exists after notification

			system	process
22	Above-ground utilities	3.11	Construction of above-ground utilities, including propane tanks not exempted by Board approval	\$25 per day that violation exists after notification process
23	Cutting of trees	3.12	Failure to obtain ARC approval	\$50per tree removed without proper approval
24	Failure to discontinue construction	10.02	Failure to discontinue construction after being advised of non-compliance	\$25 per day of violation after notification process
25	Unapproved construction	13.01	Violation of requirement for ARC approval	\$25 per day that violation exists after notification process
26	Unapproved antenna	14.01.A	Construction or placement of antenna not specifically permitted by current law without prior approval of ARC	\$10 per day that violation exists after notification process
27	On-street parking	14.01.B	Parking or allowing parking in violation of deed restriction	\$5 per incident after notification process
28	Improper storage	14.01.C	Improper Storage on property	\$25 per day that violation exists after notification process
29	Setback violation	14.01.C	Violation of setback requirement	\$50 per day that violation exists after notification process
30	Improper storage of garbage	14.01.D	Use of improper containers or other violation of subject rules	\$25 per day that violation exists after notification process
31	Use of unapproved collection firm	14.01.D	Use of a garbage collection service other than as	\$100 per pickup by unauthorized service after

			selected by BOD	notification process
32	Outside lighting	14.01.E	Placement of exterior lighting on lot without ARC approval	\$5 per day that violation exists after notification process
33	Improper pets	14.01.F	Keeping of other than dog, cat, bird or fish without approval of BOD	\$100 per day that violation exists after notification process
34	Objectionable pets	14.01.F	Keeping of objectionable pet	\$10 per day per animal that violation exists after notification process
35	Improper re-subdivision	14.01.G	Submitting to Smith County or City of Tyler request to re-subdivide without prior written authorization of Board	\$250 per submission plus \$50 per day until formal withdrawal of submission after notification process
36	Noxious diseases and insects	14.10.H	Allowing to exist a condition which harbors noxious disease or insects	\$25 per day that violation exists after notification process
37	Improper equipment	14.10.I	Placement or construction of machinery, fixtures or equipment without approval of BOD and ARC	\$50 per day that violation exists after notification process
38	Above ground utilities	14.01.J	Placement or construction of above-ground utilities	\$10 per day that violation exists after notification process
39	Open fires	14.01.K	Building, or allowing to exist, an open fire not confined to an ARC approved fire pit or fire place or the burning of improper materials	\$25 per incident after notification process \$500 per incident after notification process which results in damage to surrounding

				property
40	Improper signage	14.01.L	Placement, or allowing to exist, an improper sign	\$10 per day that violation exists after notification process
41	Improper repairs	14.01.M	Repair of machinery without approval of BOD	\$50 per day that violation exists after notification process
42	Mineral activity	14.01.N	Performing, or allowing of performance of, or constructing or placing equipment for extraction or processing of oil, gas or other minerals	\$1,000 per day that violation exists after notification process
43	Outhouses	14.01.O	Construction or placement of outside toilet	\$50 per day that violation exists after notification process
44	Contamination	14.01.O	Allowing sewage into water	\$100 per day that violation exists after notification process
45	Water wells	14.01.P	Drilling or digging, or allowing drilling or digging, of water well without authorization of ARC and variance approval of BOD.	\$75 per day that violation exists after notification process
46	Hunting or weapons discharge	14.01.Q	Improper discharging, or allowing improper discharging of, unapproved weapon	\$50 per incident after notification process
47	Vehicle speed	14.01.R	Violation of 30 mph speed limit	\$5 per mph in excess of 30 mph after notification process
48	Unsafe or improper	14.01.R	Unsafe or improper operation of vehicle	\$50 per incident after notification

	operation of vehicle			process
49	Intended use	14.01.S	Improperly changing intended use of property without approval of BOD	\$50 per day that violation exists after notification process
50	Utilization	14.01.T	Obnoxious or offensive use or condition	\$50 per day that violation exists after notification process
51	Parking on Yard	14.01.U	Unauthorized parking on yard	\$10 per incident after notification process

**10. MISCELLANEOUS.**

**10.1 Amendment of Bylaws.** The Board of Directors shall not have the power to alter, amend or repeal these Bylaws or to adopt new Bylaws. The members, at an annual meeting or a special meeting called for that purpose, shall have the sole power to alter, amend or repeal the Bylaws and to adopt new Bylaws by a majority of votes present in person, by proxy, or by any other voting method permitted by law at the meeting and legally entitled to vote hereunder, if a quorum is present. Any proposed amendment, revision, or alteration to the Bylaws shall be specifically listed as an agenda item and detailed in the notification process for that specific meeting. Modifications to the proposed revisions to these Bylaws detailed in the notification process may be allowed at an annual or special meeting provided each specific change or modification is voted on in a manner consistent with modified Robert’s Rules of Order and recorded in the minutes of the meeting. The Bylaws may contain any provision for the regulation or management of the affairs of the Association not inconsistent with law, the Deed Restrictions or the Articles of Incorporation.

**10.2 Compensation of Officers, Directors and Members.** No Director or Officer shall have the right to receive any compensation from the Association for serving as such Director except for reimbursement of expenses as may be approved by resolution of disinterested members of the Board of Directors.

**10.3 Books and Records.** The Association shall keep correct and complete books and records of account and shall keep, at its principal office in Texas, a record of the names and addresses of its Members, and copies of the Deed Restrictions, the Articles of Incorporation and these Bylaws. All books and records of the Association, including the Articles of Incorporation, Bylaws, as amended, and minutes of meetings of the Members and Directors may be inspected by any Member, or his agent or attorney, and any First Mortgagee of a Member for any proper purpose. The right of inspection shall be subject to any reasonable rules adopted by the Board of Directors requiring advance notice of inspection, specifying hours and days of the week during which

inspection will be permitted and establishing reasonable fees for any copies to be made or furnished. The Association details all of the policies concerning retention of records and right of inspection of records in the policy document titled **East Lake Woods Homeowners Association, Inc.'s Policy For Application of Payments, Alternative Payment Plans, & Requests for Association Records**. This document is available on the ELWFOA website or through the Board of Directors.

**10.4 Annual Report.** The Board of Directors may cause to be prepared and distributed to each Member and to each First Mortgagee who has filed a written request therefore, not later than twenty-one (21) days after the close of each fiscal year of the Association, an annual report of the Association containing (a) an income statement reflecting income and expenditures of the Association for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place of the principal office of the Association where the books and records, including a list of names and addresses of current Members, may be found.

**10.5 Statement of Account.** Upon written request of an Owner of a Lot or any person with any right, title or interest in a Lot or intending to acquire any right, title or interest in a Lot, the Association shall furnish a written statement of account setting forth the amount of any unpaid assessments, or other amounts, if any, due or accrued and then unpaid with respect to the Lot, the Owner of the Lot and the amount of the assessments for the current fiscal period of the Association payable with respect to the Lot. Such statement shall be issued within ten (10) business days after receipt of such request by the Association and, with respect to the party to whom it is issued, shall be conclusive against the Association and all parties, for all purposes, that no greater or other amounts were then due or accrued and unpaid and that no other assessments have then been levied. East Lake Woods Homeowners Association shall follow Sec. 207.003 of the Texas Property Code which details the requirements pertaining to this issue.

**10.6 Biennial Corporate Reports.** The Association shall file with the Secretary of State of Texas, within the time prescribed by law, biennial corporate reports on the forms prescribed and furnished by the Secretary of State and containing the information required by law and shall pay the fee for such filing as prescribed by law.

**10.7 Fiscal Year.** The fiscal year of the Association shall begin on April 1 and end the succeeding March 31. The fiscal year may be changed by the Board of Directors without amending these Bylaws.

**10.8 Seal.** The Board of Directors may adopt a seal, which shall have inscribed thereon the name of the Association and the words "SEAL" and "TEXAS".

**10.9 Shares of Stock and Dividends Prohibited.** The Association shall not have or issue shares of stock and no dividend shall be paid and no part of the income or profit of the Association shall be distributed to its Members, directors, or officers.

Notwithstanding the foregoing paragraph, the Association may issue certificates evidencing membership therein, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income or profit.

**10.10 Loans to Directors and Officers Prohibited.** No loan shall be made by the Association to any Director or Officer, and any Director or Officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

**10.11 Limited Liability.** As provided in the Articles of Incorporation, and Deed Restrictions, the Association, the Board of Directors, the Architectural Review Committee, the Rules and Enforcement Committee, and any agent or employee of any of the same, shall not be liable to any Person for any action or for any failure to act if the action taken or failure to act was in good faith and without malice.

**10.12 Special Rights of First Mortgagees.** Any First Mortgagee of a Mortgage encumbering any Lot in the Community Area, upon filing a written request therefore with the Association, shall be entitled to (a) receive written notice from the Association of any default by the Mortgagor of such Lot in the performance of the Mortgagor's obligations under the Deed Restrictions, the Articles of Incorporation, these Bylaws or Rules and Regulations, which default is not cured within 60 days after the Association learns of such default; (b) examine the books and records of the Association during normal business hours; (c) receive a copy of financial statements of the Association including any annual financial statement within 30 days following the end of any fiscal year of the Association; (d) receive written notice of all meetings of Members; (e) designate a representative to attend any meeting of Members; (f) receive written notice of abandonment or termination of the Deed Restrictions; (g) receive 30 days' written notice prior to the effective date of any proposed, material amendment to the Deed Restrictions, the Articles of Incorporation or these Bylaws; and (h) receive immediate written notice as soon as the Association receives notice or otherwise learns of any damage to the Association Properties if the cost of reconstruction exceeds \$10,000 and as soon as the Association receives notice or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition with respect to any portion of the Association Properties.

**10.13 Minutes and Presumptions Thereunder.** Minutes or any similar record of the meetings of Members, or of the Board of Directors, when approved by the Board, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any

such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

**10.14 Record of Mortgagees.** Under the Deed Restrictions, First Mortgagees have certain special rights. Therefore, any such First Mortgagee or, upon the failure of such First Mortgagee, any Member who has created or granted a First Mortgage, shall give written notice to the Association, through its Manager, or through the Secretary in the event there is no Manager, which notice shall give the name and address of the First Mortgagee and describe the Lot encumbered by the First Mortgage. The Association shall maintain such information in a book entitled "Record of First Mortgages on Lots." Any such First Mortgagee or such Member shall likewise give written notice to the Association at the time of release or discharge of any such First Mortgage.

**10.15 Checks, Drafts and Documents.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or person, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

**10.16 Execution of Documents.** The Board of Directors; except as these Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, 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 for any purpose or in any amount.



**CERTIFICATE OF ADOPTION OF BYLAWS**

The undersigned Secretary hereby certifies that the foregoing Restated Bylaws were adopted by at least 20% of the members at a special meeting called for that purpose. The foregoing Bylaws were approved and adopted

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Association to this certificate on \_\_\_\_\_,

\_\_\_\_\_  
(SEAL) \_\_\_\_\_, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME the undersigned authority by John Childress, Secretary of East Lake Woods Homeowners Association, Inc., on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

ACKNOWLEDGMENTS

STATE OF TEXAS       §  
COUNTY OF SMITH     §

This instrument was acknowledged before me by John Childress, Secretary of East Lake Woods Homeowners Association, Inc., on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS