

BYLAWS OF
THE WOODS GARDEN CLUB, INC.

These Bylaws (referred to as the "Bylaws") govern the affairs of THE WOODSCARDEN CLUB, INC., a nonprofit corporation {referred to as the "Corporation") organized under the Texas Non-Profit Corporation Act (referred to as the "Act").

ARTICLE 1
OFFICES

1.01. **Principal Office.** Principal office of the Corporation in the State of Texas shall be located at 5900 Plantation Drive, Tyler, Texas 75703. The Corporation may have such other offices, either in Texas or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the Corporation.

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

ARTICLE 2
MEMBERS

2.01. **Classes of Members.** The Corporation shall have two (2) classes of members. Class A shall consist of (i) owners of Lots as defined in the Declaration of Covenants, Conditions, Assessments, Changes, Servitudes, Liens, Reservations and Easements (Single-family) far Oak Tree Village at the Woods, Unit I, recorded in Volume 3372, Page 608, of the Land Records of Smith County, Texas (the "Declaration") and (ii) owners of Lots described in all supplemental declarations by which additional property is made subject to the Declaration. Property which is described in the Declaration (or any supplement or amendment thereto or the Estates Declaration may from time to time be referred to herein as the "Subdivision". Members of Class A shall be entitled to vote on all matters put before the membership and each member shall be entitled to one (1) vote for each lot owned in the subdivision described in the Declaration as supplemented from time to time. Class B shall consist of the Declarant in the Declaration or the person, persons or entity to whom the rights of Declarant have been assigned. The Member of Class B shall be entitled to vote on matters submitted to a vote of the members.

2.02. **Admission of Members.** Each Owner of a Lot, including the Declarant, shall be a Member of the Association, but if the Owner of a Lot shall be more than one person, all such persons, collectively, shall be the Member with respect to that Lot.

Membership shall be appurtenant to, and may not be separated from record ownership of a Lot and such membership shall automatically transfer to the new Owner upon any sale, transfer or other disposition of a Lot subject to the provisions hereof. There shall not be more than one Member for each

Lot within Addition. Upon any such transfer, sale or other disposition of all or some of the fee interest in a Lot, the then Owner shall automatically become a Member with respect to such Lot. Ownership of a Lot shall be the sole qualification for being a Member of the Association.

2.03. Assessments. All assessments shall be made or changed in accordance with Article VII of the Declaration and other applicable portions thereof.

2.04. Certificates of Membership. No certification of membership shall be issued by the Corporation. The sole basis for membership is ownership of a Lot in the in the any subdivision regulated by the Declaration.

2.05. Voting Rights. Each Member other than Declarant shall be entitled to one (1) vote for each Lot as to which he is the Member in accordance with and subject to the provisions of Article XXI of the Declaration and these Bylaws; Declarant shall be entitled to three (3) votes for each Lot as to which it is the Member. No Member other than Declarant shall have the right to vote until it shall deliver to the Secretary of the Association (i) a certified copy of the recorded Deed or other recorded instrument establishing record title to the Lot and (ii) if the Member shall be more than one Person or a corporation, a written notice subscribed to by all of such persons or by such corporation, as the case maybe, designating one of such Persons or officer of such corporation as the Person entitled to cast the vote with respect to such Lot. All other obligations of the Owner of such Lot hereunder shall be unaffected by Owner's failure to designate one person or officer, including without limitation, the right to use any Reserved Areas (as defined in the Declaration) and the obligation to pay Assessments. Notwithstanding anything in this Declaration, these Bylaws or the Articles to the contrary, no action may be taken by the Association without the written consent of Declarant having first been obtained if Declarant then owns any property or Lot located in the Subdivision.

2.06. Suspension of Voting Rights. In the event any Assessment against a Lot remains unpaid for a period of sixty (60) days beyond the due date thereof, the voting rights of the Owner of said Lot shall be suspended until such Assessment together with all interest and late charges has been paid.

2.07. Resolution of Disputes. In any dispute between members relating to the activities of the Corporation, all parties involved shall cooperate in good faith to resolve the dispute. If the parties cannot resolve the dispute between themselves, they shall cooperate to select one or more mediators to help resolve the dispute.

2.08. Sanction, Suspension, or Termination of Members. The Board of Directors may impose reasonable sanctions on a member, or suspend the rights of membership for good cause after a hearing. Good cause includes the default of an obligation to the Corporation to pay Assessments for a period of sixty (60) days beyond the due date or a material and serious violation of the Corporation's articles of incorporation, bylaws, or rules, or of law. The Board of Directors may delegate powers to a regular or ad hoc committee to conduct a hearing, make recommendations to the Board of Directors, or take action on behalf of the Board of Directors. The Board of Directors or a committee designated by the Board of Directors to handle a matter involving sanctioning or, suspension may not take any action against a member without giving the member adequate notice and an opportunity to be heard. To be deemed

adequate, notice shall be in writing and delivered at least fifteen (15) days prior to the hearing. However, shorter notice may be deemed adequate if the Board of Directors or a committee designated by the Board of Directors to handle a matter involving sanctioning, or suspension determines that the need for a timely hearing outweighs the prejudice caused to the member and if a statement of the need for a timely hearing is included in the notice. If mailed, the notice shall be sent by registered or certified mail, return receipt requested. A member shall have the right to be represented by counsel at and before the hearing. The Board of Directors or a committee designated by the Board of Directors to handle a matter involving sanctioning, or suspension may impose sanctions or suspend a member's rights to use any Reserved Areas by vote of a majority of directors or a committee designated by the Board of Directors to handle a matter involving sanctioning, or suspension who are present and voting.

2.09. **Resignation.** No member may resign from the Corporation while the owner of a lot. Membership in the Corporation is terminated upon the transfer of a Lot; however, a member's termination of membership shall not relieve the member of any obligations to pay any dues, assessments, or other charges that had accrued and were unpaid prior to the effective date of the termination.

2.10. **Reinstatement.** The Board of Directors or a committee designated by the Board of Directors to handle the matter may reinstate membership rights on any reasonable terms that the Board of Directors or committee deems appropriate.

2.11. **Transfer of Membership.** Membership in the Corporation is not transferable or assignable. Membership terminates on the dissolution of the Corporation or the death of a member. Membership shall pass to the entity or person(s) who acquire title to the Lot giving rise to such membership originally. Membership in the Corporation is not a property right that may be transferred after a member's death.

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

ARTICLE 3 MEETINGS OF MEMBERS

3.01. **Annual Meeting.** Beginning in 1995, the Board of Directors shall hold annual meeting of the members at 7:00 o'clock p.m. on the 15th day of January each year or at another time that the Board of Directors designates. If the day fixed for the annual meeting is a Saturday, Sunday, or legal holiday in the State of Texas, the meeting shall be held on the next business day. At the annual meeting, the members shall elect directors and transact any other business that may come before the meeting. If, in any year, the election of the directors is not held on the day designated for the annual meeting, or at any adjournment of the annual meeting, the Board of Directors shall call a special meeting of the members as soon thereafter as possible to conduct the election of directors. Notwithstanding anything

herein to the contrary, at any time that Declarant owns any property or Lot within the Subdivision, a representative appointed by Declarant shall be a member of the Board of Directors.

3.02. **Special Meetings.** Special meetings of the members may be called by the president, the Board of Directors, or not less than twenty-five (25%) percent of the voting members.

3.03. **Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If the Board of Directors does not designate the place of meeting, the meeting shall be held at the registered office of the Corporation in Texas.

3.04. **Notice of Meetings.** Written or printed notice of any meeting of members, including the annual meeting, shall be delivered to each member entitled to vote at the meeting not less than ten (10) no more than fifty (50) days before the date of the meeting. If the Corporation has more than 1,000 members at the time the meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in Smith County, Texas. The notice shall state the place, day, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the direction of the president or secretary of the Corporation, or the officers or persons calling the meeting. If all of the members meet and consent to the holding of the meeting regardless of lack of proper notice.

3.05. **Quorum.** The members holding ten (10%) percent of the votes that may be cast at a meeting who attend the meeting in person or by proxy shall constitute a quorum at that meeting. The members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of members required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the members present may adjourn and reconvene the meeting one time without further notice.

3.06. **Actions of Membership.** The membership shall try to act by consensus. However, the vote of a majority of voting members in good standing, present and entitled to vote at a meeting at which a quorum is present, shall be sufficient to constitute the act of the membership unless the vote of a greater number is required by law or the bylaws. A member in good standing is one who has paid all required fees and dues and is not suspended as of the date of the meeting. Voting shall be by ballot or voice, except that any election of directors shall be by ballot if demanded by any voting member at the meeting before the voting begins.

3.07. **Proxies.** A member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after thirty (30) days from the date of its execution.

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

ARTICLE 4
BOARD OF DIRECTORS

4.01. **Management of the Corporation.** The affairs of the Corporation shall be managed by the Board of Directors.

4.02. **Number, Qualifications, and Tenure of Directors.** The initial number of Directors shall be three (3). The Board of Directors may revise the number of directors, but never to a number that is less than three or greater than seven. Directors need not be residents of Texas. Directors need not be members of the Corporation. Each director shall serve for a term of two (2) years; provided, however, a representative of Declarant shall serve on the Board at all times while Declarant owns any property or Lot within the Subdivision. The terms of the directors shall be staggered so that the terms of half of the directors shall begin in even-numbered years and the terms of half of the directors shall begin in odd-numbered years.

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

4.04. **Election of Directors.** A person who meets any qualification requirements to be a director and who has been duly nominated may be elected as a director. While Declarant owns any property or Lot in the Subdivision, a representative appointed by the Declarant shall be a member of the Board of Directors. Directors shall be elected by the vote of membership of the Corporation. Directors shall be elected at the annual meeting of the members. In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. Each director shall hold office until a successor is elected and qualified. A director may be elected to succeed himself or herself as director.

4.05. **Vacancies.** Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

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

4.07. **Regular Meetings.** The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meetings shall be held within Smith County, Texas, and

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

4.08 Special Meetings. Special meetings of the Board of Directors may be called by or at a request of the Declarant, the president or any two (2) directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place within Smith County, Texas, as the place for holding a special meeting. The person or persons calling a special meeting shall notify the secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the directors as required in the Bylaws.

4.09. Notice. Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than seven (7) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

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

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

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

4.13. **Proxies.** A director may vote by proxy executed in writing by the director. No proxy shall be valid after thirty (30) days from the date of its execution.

4.14. **Compensation.** Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to directors of a fixed sum and expenses of attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a director shall be commensurate with the services performed and reasonable in amount.

4.15. **Removal of Directors.** The members may vote to remove a director at anytime, with or without good cause. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda and the notice shall state the possible cause for removal, if any. The director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may only be removed by the affirmative vote of fifty (50%) percent of the members and the consent of Declarant while Declarant owns any Lot or property in the Subdivision.

ARTICLE 5 OFFICERS

5.01. **Officer Positions.** The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of president and secretary. The officers shall be ex officio members of the Board of Directors.

5.02. **Election and Term of Office.** The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed him or herself in the same office.

5.03. **Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.

5.04. **Vacancies.** A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

5.05. President. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of the members and of the Board of Directors. The president may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the president may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the bylaws, or statute. The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.

5.06. Vice President. When the president is absent, is unable to act, or refuses to act, a vice president shall perform the duties of the president. When a vice president acts in place of the president, the vice president shall have all the powers of and be subject to all the restrictions upon the president. If there is more than one vice president, the vice presidents shall act in place of the president in the order of the votes received when elected. A vice president shall perform other duties as assigned by the president or board of directors.

5.07. Treasurer. The treasurer shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or president.
- (d) Write checks and disburse funds to discharge obligations of the Corporation. Funds may not be drawn from the Corporation or its accounts without the signature of the Declarant's representative (or if Declarant owns no Lot or property in the Subdivision then the president or a vice president) in addition to the signature of the treasurer.
- (e) Maintain the financial books and records of the Corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the president or by the Board of Directors.
- (h) If required by the Board of Directors, give a bond the faithful discharge of his or her duties in a sum and with a survey as determined by the Board of Directors.
- (i) Perform all of the duties incident to the office of treasurer.

5.08. Secretary. The Secretary shall:

- (a) Give all notices as provided in the bylaws or as required by law.

- (b) Take minutes of the meetings of the members and of the Board of Directors and keep the minutes as part of the corporation.
- (c) Maintain custody of the corporate records and of the seal of the Corporation.
- (d) Affix the seal of the Corporation to all documents as authorized.
- (e) Keep a register of the mailing address of each member, director, officer and employee of the Corporation.
- (f) Perform duties as assigned by the president or by the Board of Directors.
- (g) Perform all duties incident to the office of secretary.

ARTICLE 6
COMMITTEES

6.01. Establishment of Committees. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include one or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- (a) Amend the articles of incorporation.
- (b) Adopt a plan of merger or a plan of consolidation with another corporation.
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation.
- (d) Authorize the voluntary dissolution of the Corporation.
- (e) Revoke proceedings for the voluntary dissolution of the Corporation.
- (f) Adopt a plan for the distribution of the assets of the Corporation,
- (g) Amend, after, or repeal the bylaws.
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Corporation.

(i) Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest as defined in paragraph 7.04, below.

(j) Take any action outside the scope of authority delegated to it by the Board of Directors.

(k) Take final action on a matter that requires the approval of the members.

6.02. Authorization of Specific Committees. There shall be appointed by the Board of Directors a Nominating Committee. The Board of Directors shall define the activities and scope of authority of each committee by resolution.

6.03. Term of Office. Each member of a committee shall continue to serve on the committee until the next annual meeting of the members of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

6.04. Chair and Vice-Chair. One member of each committee shall be designated as the chair of the committee and another member of each committee shall be designated as the vice-chair. The chair and vice-chair shall be appointed by the president of the Corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

6.05. Notice of Meetings. Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than seven (7) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.

6.10. Rules. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

ARTICLE 7

TRANSACTIONS OF THE CORPORATION

7.01. Contracts. The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

7.02. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies, or other depositories that the Board of Directors selects.

7.03. **Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation. The Board of Directors may make gifts and give charitable contributions that are not prohibited by the bylaws, the articles of incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.

7.04. **Potential Conflicts of Interest.** The Corporation shall not make any loan to a director or officer of the Corporation. A member, director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the bylaws, articles of incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a member, director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.

7.05. **Prohibited Acts.** As long as the Corporation is in existence, and except with the prior approval of the Board of Directors or the members, no member, director, officer, or committee member of the Corporation shall:

- (a) Do any act in violation of the bylaws or a binding obligation of the Corporation.
- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.
- (d) Receive an improper personal benefit from the operation of the Corporation.
- (e) Use the assets of this Corporation, directly or indirectly, for any purpose other than carrying on the business of this Corporation.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will.
- (g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
- (h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE 8
BOOKS AND RECORDS

8.01. Required Books and Records. The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:

- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
- (b) A copy of the bylaws, and any amended versions or amendments to the bylaws.
- (c) Minutes of the proceedings of the members, Board of Directors, and committees having any of the authority of the Board of Directors.
- (d) A list of the names and addresses of the members, directors, officers, and any committee members of the Corporation.
- (e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three (3) most recent fiscal years.
- (f) A financial statement showing the income and expenses of the Corporation for the three (3) most recent fiscal years.
- (g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
- (h) The Corporation's federal, state, and local information or income tax returns for each of the Corporation's three (3) most recent tax years.

8.02. Inspection and Copying. Any [if corporation has members, add: member,] director, officer, or committee member of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Corporation and if the person submits a request in writing. Any person entitled to inspect and copy the Corporation's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Corporation's books and records may do so at a reasonable time no later than five (5) working days after the Corporation's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Corporation's books and records by members. The fees may cover the cost of materials and labor, but may not exceed One (\$1.00) Dollar per page. The Corporation shall provide requested copies of books or records no later than ten (10) working days after the Corporation's receipt of a proper written request.

8.03. **Audits.** Any member shall have the right to have an audit conducted of the Corporation's books. The member requesting the audit shall bear the expense of the audit unless the members vote to authorize payment of audit expenses. The member requesting the audit may select the accounting firm to conduct the audit. A member may not exercise these rights to compel audits so as to subject the Corporation to an audit more than once in any fiscal year.

ARTICLE 9
FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day in December in each year.

ARTICLE 10
INDEMNIFICATION

10.01. When Indemnification is Required, Permitted, and Prohibited.

(a) The Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a Personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Corporation.

(c) The Corporation shall pay or reimburse expenses incurred by a director, officer, member, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, member, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any

person in any situation in which indemnification is prohibited by the terms of paragraph 10.01(a), above.

(e) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation or one or more members; or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Corporation may indemnify a person under the bylaws, the person maybe indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

10.02. Procedures Relating to Indemnification Payments.

(a) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in paragraph 10.02(c), below. The Corporation may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 10.02(a)(i) or 10.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.

(iv) Majority vote of members, excluding directors who are named defendants or respondents in the proceeding.

(b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by paragraph 10.02(a)(iii), above, governing the selection

of special legal counsel. A provision contained in the articles of incorporation, the bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 10.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not preclude indemnification and the Corporation receives a written affirmation and undertakings from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 10.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the members of the Corporation. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to members of consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE 11 NOTICES

11.01. Notice by Mail or Telegram. Any notice required or permitted by the bylaws to be given to a member, director, officer, or member of a committee of the Corporation may be given by mail or telegram. If mailed, a notice shall be deemed to be delivered three (3) days after deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address by giving written notice to the secretary of the Corporation.

11.02. Signed Waiver of Notice. Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

11.03. **Waiver of Notice by Attendance.** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 12
SPECIAL PROCEDURES CONCERNING MEETINGS

12.01. **Meeting by Telephone.** The Board of Directors and any committee of the Corporation may hold a meeting by telephone conference call procedures in which all persons participating in the meeting can hear each other. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting.

12.02. **Decision Without Meeting.** Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed by all of the persons entitled to vote on the matter. The original signed consents shall be placed in the Corporation minute book and kept with the Corporation records.

12.03. **Voting by Proxy.** A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the secretary or other designated officer shall remain in force and effect until the first of the following occurs:

- (a) An instrument revoking the proxy is delivered to the secretary or other designated officer.
- (b) The proxy authority expires under the terms of the proxy.
- (c) The proxy authority expires under the terms of the Bylaws.

ARTICLE 13
AMENDMENTS TO BYLAWS

The bylaws may be altered, amended, or repealed, and new bylaws may be adopted either by the membership or the Board of Directors; provided, however, no such action shall be effective without the written consent of Declarant if Declarant then owns any property or Lot within the Subdivision. The notice of any meeting at which the bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.01. **Legal Authorities Governing Construction of Bylaws.** The bylaws shall be construed in accordance with the laws of the State of Texas. All references in the bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

14.02. **Legal Construction.** If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the bylaws.

14.03. **Headings.** The headings used in the bylaws are used for convenience and shall not be considered in construing the terms of the bylaws.

14.04. **Gender.** Wherever the context requires, all words in the bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

14.05. **Seal.** The Board of Directors may provide for a corporate seal.

14.06. **Power of Attorney.** A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary of the Corporation to be kept with the Corporation records.

14.07. **Parties Bound.** The bylaws shall be binding upon and inure to the benefit of the members, directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the bylaws.

AMENDED BYLAWS

other pages of Blaws and
previously amended Bylaws

THE WOODS GARDEN CLUB, INC.

recorded here:

ENFORCEMENT POLICY

2014 00005689

20170100021523

2021012021048

202201041352

WHEREAS, the Board of Directors of The Woods Garden Club, Inc. (the Association) is empowered to govern the affairs of the homeowners' association pursuant to Article 4, Section 11 Duties of Directors, and,

WHEREAS, the Board of Directors of the Association finds there is a need to establish orderly procedures for the enforcement of the Architectural Design Guidelines of the Association and the Restrictive Covenants set forth in the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (Single Family) for the Woods Garden CLUB HOA (hereinafter referred to, collectively as the "**Woods Garden Club's Governing Documents**") against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established as part of the Association By-Laws for the enforcement of the Woods Garden Club's Governing Documents and for the elimination of violations of such provisions found to exist in, on and about property subject to the Woods Garden Club's Declaration (to be referred to herein as the "Enforcement Policy").

Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Woods Garden Club's Governing Documents shall constitute a "Violation" under this Policy for all purposes.

Report of Violation. The existence of a Violation will be verified by field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Property Management, an Officer or Director of the Board, or a Member of any Committee established by the Board for this purpose. A timely written report shall be prepared by the Association for each Violation.

Courtesy Notice. A courtesy letter will be sent to the homeowner describing the nature, description and location of the alleged Violation and notification that if the Violation is corrected within ten days from the date of the courtesy letter, no further action will be taken. The courtesy letter will be sent via first class mail no later than three days following the observation of the Violation.

Second Notice of Violation. If the alleged Violation has not been corrected within ten days from the date of the Courtesy Notice, a second notice of violation will be sent and the resident will be fined \$10 for each day of the violation until the matter is resolved.

Architectural Control Violations. In the case of an Architectural Control Committee infraction, the homeowner must cease all work which has been deemed a Violation **immediately** and, within five days from the date of the Courtesy Notice, must submit the plans and specifications for any such work to the Architectural Control Committee (ACC) for approval. Failure to correct, eliminate, or to **immediately** cease the work which is the subject of the Notice of Violation shall permit the Association to pursue any one or more of the remedies available by law under the Declaration or these Bylaws.

In the case of a violation of a more permanent nature, which cannot be corrected, the homeowner shall be fined up to \$10,000, at the discretion of the Board of Directors. For each additional day the homeowner does not submit plans and an application to the ACC for approval, the fine shall be \$10.

Right to Hearing. The Second Notice of Violation shall advise the violator that he or she has the right to request a hearing on or before the thirtieth day after the date the violator receives the Second Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board of Directors.

Circumstances Requiring Immediate Attention

In certain circumstances, such as landscaping or lawn maintenance violations, it would be unproductive to use the two-notice procedure that is standard. In such situations, where it is possible for the Club to remedy the violation unilaterally, the Club may give notice that the violation will be addressed by the Club, at the homeowner's expense, if the violation is not remedied within 10 days of sending the notice.

Except for a fine for a permanent uncorrectable architectural control violation, the aggregate amount of Violation fines imposed for the same Violation shall not exceed \$500.00, unless the Board votes to exceed the ceiling, but in no event shall the aggregate amount of fines exceed \$10,000.00.

Request for a Hearing. If a written request for a hearing is received by the property manager, President or Secretary of the Association on or before the thirtieth day after the date the violator receives the Second Notice of Violation, the Board of Directors shall notify the violator of the date, time and place of the hearing not later than the tenth day before the date of the hearing. The Board of Directors will attempt to contact the violator to schedule the hearing at a mutually convenient time. Any notice requirements outlined in this policy shall be satisfied if a copy of the Second Notice of Violation, along with a statement as to the date and method of delivery, is entered in the minutes of the meeting or if the alleged violator appears at the hearing. The minutes of the meeting shall contain a

written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten days after the hearing. The board or the violator may request a postponement and, if requested, a postponement may be granted for a period of not more than ten days. No more than one postponement may be granted. The violator's presence is not required to hold a hearing. The Board may, but shall not be obligated to suspend any proposed sanction if the Violation is corrected within the ten day period. Such suspension shall not constitute a waiver of the right to sanction future Violations of the same or other provisions of the Woods Garden Club's Governing **Documents** by any owner.

Appeal of Decision. Because the Board of Directors has the final say in this matter, there is no further right of appeal.

Repeated Violations of the Same Provision. Whenever an Owner or occupant, who has previously corrected or eliminated a Violation after receipt of Notice of Violation, commits a separate Violation of the same provision of the Woods Garden Club Governing Documents or rules and regulations of the Association within twelve months from the date of the first Notice of Violation, the Board of Directors shall reinstate the Violation and pursue the procedures set forth herein, as if the Violation had never been corrected or eliminated. For illustration purposes only, If in the event an Owner or occupant has corrected a Violation after having received a Notice of Violation, the second Violation of the same provision shall prompt the Board of Directors to send a Second Notice of Violation to the Owner or occupant that a Violation has occurred and that a fine of \$50.00, with an additional \$10.00 per day will immediately be charged to the Owner's account and further enforcement by the Association, including legal action, will ensue until the Violation has been corrected.

Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Owner may become liable under this Enforcement Policy and/or the Woods Garden Club Governing Documents). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner.

Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Owner or occupant responsible for the Violation which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

Method of Contact. The notices provided by this policy shall be by First Class Mail, hand delivery, or e-mail.

Definitions. The definitions contained in the Woods Garden Club Governing Documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Enforcement Policy is to be effective as of November 1, 2022, and shall remain in force and affect until revoked, modified or amended by the Board of Directors. The notice and hearing provisions of the foregoing Enforcement Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions governing same contained herein conflict with the Bylaws, Chapter 209 of the Texas Property Code and this Enforcement Policy shall control. This Enforcement Policy shall be filed of record in the Real Property Records of Smith County, Texas.

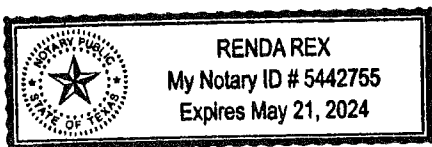
THE WOODS GARDEN CLUB, INC.

By: *Donna Gail Dozier*
Donna Gail Dozier, President

By: *Ronald D. Stutes*
Ronald D. Stutes, Secretary

STATE OF TEXAS §
 §
COUNTY OF SMITH §

This instrument was acknowledged before me on the 8th day of November, 2022, by Donna Gail Dozier, as President of the Woods Garden Club, Inc., a non-profit corporation organized under the Texas Non-Profit Corporation Act, on behalf of said Corporation.



Renda Rex
NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:

The Woods Garden Club
P. O. Box 131987
Tyler, Texas 75713

THE WOODS GARDEN CLUB, INC.

LEASING POLICY

WHEREAS, the Board of Directors of The Woods Garden Club, Inc. (the Association) is empowered to govern the affairs of the homeowners' association pursuant to Article 4, Section 11 Duties of Directors, and,

WHEREAS, the Board of Directors of the Association finds there is a need to establish an orderly policy for the leasing of homes (to be referred to herein as "**Residences**") by members of the Woods Garden Club for the enforcement of the Architectural Design Guidelines of the Association and the Restrictive Covenants set forth in the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, and Easements (Single Family) for the Woods Garden CLUB HOA (hereinafter referred to, collectively as the "**Woods Garden Club's Governing Documents**").

NOW, THEREFORE, IT IS RESOLVED that the following policy is established as part of the Association By-Laws to govern requirements for leasing homes by members of the Woods Garden Club (to be referred to herein as the "**Leasing Policy**").

LEASING OF RESIDENCE. If any Owner desires to lease his or her Residence, such lease

- i. shall be in writing,
- ii. shall provide that the owner and tenant shall be subject to all of the terms, conditions, and restrictions of this Declaration and the Woods Garden Club's Governing Documents, and any breach thereof shall constitute a default under such lease by tenant,
- iii. shall be for a term of at least one year,
- iv. shall require owner to provide the Woods Garden Club's Governing Documents to tenant,
- v. shall include a clause requiring the tenant to agree to abide by the Woods Garden Club's Governing Documents,
- vi. shall require tenant to initial the clause in the lease agreement indicating that they have read and understand the Woods Garden Club's Governing Documents, and
- vii. shall be for the entire Residence.

In addition, the owner shall furnish the Board or Property Manager a signed copy of the lease **prior to the tenant occupying the residence** along with the owner's current address and phone number, the legal name of each tenant signing the lease, the home phone number of the tenant, the work phone number of every tenant signing the lease, and the current email address of each tenant. The tenant shall remain bound by all obligations set forth in this Declaration.

(a) To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease his Residence to a specified tenant for a period of less than one year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Owner to the Board. The Board shall respond to each application in writing within ten business days of the submission thereof. All requests for an extension of any lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of the lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Woods Garden Club's Governing Documents.

(b) Any Residence being leased out in violation of this Leasing Policy or any Owner found to be in violation of the Woods Garden Club's Governing Documents may be subject to daily fine of \$100.00 upon notice and opportunities to be heard.

(c) In addition to the authority to levy fines against the Owner for violation of the Woods Garden Club's Governing Documents, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, an action for injunctive and other equitable relief, or an action at law for damages. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject to the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(d) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Residence and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

ADDITIONAL ASSESSMENT. In the event an Owner leases his/her Residence to an individual or entity other than a relative (either by blood or marriage or previous marriage), the Owner shall be assessed an Additional Assessment of \$25.00 per month to cover the additional expenses of management associated with a rental property as opposed to Owner occupancy.

EXISTING LEASES. All owners with an existing written lease agreement in place or with a tenant already residing in their house must comply with all provisions of this Leasing Policy at the time of renewal or extension of such lease, or when the house is leased to another tenant, whichever

occurs first. Owners who have rented out their house under a verbal agreement, or who have tenants in their home on a month-to-month basis must comply with this Leasing Policy within 45 days from the date this Leasing Policy becomes effective.

Notice of Violation. A courtesy letter will be sent to the Owner of the Residence describing the nature, description and location of the alleged violation and notification that if the violation is corrected within ten days from the date of the courtesy letter, no further action will be taken. The courtesy letter will be sent via first class mail no later than three days following the observation of the violation.

Second Notice of Violation. If the alleged violation has not been corrected within ten days from the date of the Courtesy Notice, a Second Notice of Violation will be sent via first class mail. This notice will describe the nature, description, location and date of the uncured violation and notification that if the violation is corrected, no further action will be taken.

Final Notice of Violation. If the alleged violation has not been corrected within ten days from the date of the Second Notice of Violation, a Final Notice of Violation will be sent. This notice will describe the nature, description, location and previous dates of the uncured violation. It will state that failure to remedy the violation within ten days of the date of the final notice will result in fines of \$100.00 per day charged to the Owner's account and further enforcement by the Association, including legal action, will ensue.

The Final Notice of Violation shall be sent to the violator by certified mail, return receipt requested, and shall advise the violator that he or she has the right to request a hearing on or before the thirtieth day after the date the violator receives the Final Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the Board of Directors.

Request for a Hearing. If a written request for a hearing is received by the property manager, President or Secretary of the Association on or before the thirtieth day after the date the violator receives the Final Notice of Violation, the Board of Directors shall notify the violator of the date, time and place of the hearing not later than the tenth day before the date of the hearing. The Board of Directors will attempt to contact the Owner of the Residence to schedule the hearing at a mutually convenient time. Any notice requirements outlined in this Leasing Policy shall be satisfied if a copy of the Final Notice of Violation, along with a statement as to the date and method of delivery, is entered in the minutes of the meeting or if the alleged violator appears at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing. The Association shall notify the Owner in writing of its action within ten days after the hearing. The board or the violator may request a postponement and, if requested, a postponement may be granted for a period of not more than ten days. No more than one

postponement may be granted. The violator's presence is not required to hold a hearing. If the Board finds the Owner of the Residence in violation of this Leasing Policy, the violation notice becomes effective, retroactively, to three days after the original written notification to the Owner of the Residence.


Appeal of Decision. Because the Board of Directors has the final say in this matter, there is no further right of appeal.

Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. The Owner or occupant responsible for the violation which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

Definitions. The definitions contained in the Woods Garden Club Governing Documents are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Leasing Policy is to be effective as of February 1, 2014, and shall remain in force and affect until revoked, modified or amended by the Board of Directors. The notice and hearing provisions of the foregoing Leasing Policy are intended to comply with Chapter 209 of the Texas Property Code and, to the extent any provisions governing same contained herein conflict with the Bylaws, Chapter 209 of the Texas Property Code and this Leasing Policy shall control. This Leasing Policy shall be filed of record in the Real Property Records of Smith County, Texas.

THE WOODS GARDEN CLUB, INC.

By: 
Donna Dozier, President

By: 
John N. Serio, Secretary

STATE OF TEXAS)
)
COUNTY OF SMITH)

This instrument was acknowledged before me on the 24th day of May, 2017 by Donna Dozier as President of The Woods Garden Club, Inc., a non-profit corporation organized under the Texas Non-Profit Corporation Act, on behalf of said Corporation.



Linda Slayter
NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:

The Woods Garden Club
P.O. Box 131987
Tyler, TX 75713

Filed for Record in
Smith County, Texas
6/5/2017 10:44:11 AM
Fee: \$58.00
20170100021523

BY LAWS
Deputy Alma Delgado
I hereby certify that this
instrument was filed and duly
recorded in the Official Public
Records of Smith County, Texas

Karen Phillips
Karen Phillips
County Clerk

