

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**WILDWOOD PROPERTY OWNERS ASSOCIATION**  
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**AMENDED AND RESTATED BYLAWS**  
**OF**  
**WILDWOOD PROPERTY OWNERS ASSOCIATION**

**ARTICLE 1**

**DEFINITIONS**

SECTION 1.1. Declaration Definitions Apply. Except as specifically stated in these Bylaws, the Definitions found in the Declaration shall apply herein.

SECTION 1.2. “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee.

SECTION 1.3. “Articles” shall mean the Articles of Incorporation, as and when amended, of this Association on file with the Texas Secretary of State.

SECTION 1.4. “Assessment” shall mean a regular assessment, special assessment, or other amount an Owner is required to pay the Association under any dedicatory instrument or by law.

SECTION 1.5. “Association” shall mean Wildwood Property Owners Association, a Texas non-profit corporation, its successors and assigns, acting through its employees, General Manager or property manager, and its Board of Directors and officers.

SECTION 1.6. “Board” or “Director” shall mean the Board of Directors, or an individual member of the Board, of the Association.

SECTION 1.7. “Common Property(ies)” and/or “Common Area(s)” shall mean all properties, real or personal, owned, leased or used by the Association for the common use and enjoyment of the Members, including all amenities and improvements on such

properties. Common Properties shall include but are not limited to: roads and streets; lakes; golf course(s); parks; recreational plots; water system; sewer system; stables; and, airport.

SECTION 1.8. “**Declaration**” shall be the Declaration of Amendment and Restatement to Dedication and Restrictions, as and when amended, filed of record in either Hardin County or Tyler County, whichever is applicable.

SECTION 1.9. “**Dedictory Instrument**” means each governing instrument covering the establishment, maintenance, and operation of a residential subdivision as defined by the Texas Property Code Chapter 209.002 (4).

SECTION 1.10. “**Fiscal Year**” shall be the calendar year, January 1 through December 31.

SECTION 1.11. “**Governing Documents**” shall be:

(A) Articles of Incorporation or Certificate of Formation, as and when amended, filed with the Secretary of State of Texas;

(B) Bylaws, as and when amended; and,

(C) all documents, policies, rules, and regulations of the Association to include but not limited to Rules and Regulations Governing Use of Community Facilities, ACC Guidelines, and other Board Policies which may be modified from time to time at the sole discretion of the Board for the betterment of the Association, said discretion limited only by this Declaration and state and federal law. This definition does *not* include the Declaration.

SECTION 1.12. “**Lot**” shall mean the Lot, whether one or more, shown upon the Subdivision Plat which is restricted to use for Single-Family Residences only.

SECTION 1.13. “**Member**” shall mean those persons who are record Owners of any Lot located within jurisdiction of the Association, who are entitled to membership in the Association. The Association shall have only one class of voting membership.

SECTION 1.14. “**Natural Resources**” shall mean any material or substance which occurs in nature and can be used for economic gain including but not limited to oil, gas, other minerals, forest and lumber, and water. “Other minerals” shall include coal, lignite, uranium, sulphur, iron ore, and every other “mineral” now or hereafter recognized as such under the laws of the State of Texas.

SECTION 1.15. “**Non-Resident Owner**” shall mean an Owner of a vacant Lot.

SECTION 1.16. “**Occupant**” shall mean any person including the Owner or Renter residing in the Residence on any Lot.

SECTION 1.17. “**Owner**” shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties. The term “Owner” includes both Non-Resident and Resident Owners. Married persons shall be considered “Owners” regardless of whether or not each of their names appears on the recorded deed to the Lot. In the event of the execution of a contract for sale covering any Lot, the “Owner” shall be the purchaser named in the contract. This definition includes the personal representative of any person who owns record title to the Lot, but excludes those having an interest in the Lot merely as security for the performance of an obligation and those having only an interest in the Natural Resources.

SECTION 1.18. “**Property(ies)**” shall mean that certain real property and portions of same in this Subdivision and any additional properties made subject to these terms pursuant to the provisions set forth in this Declaration, also sometimes known as “tracts.”



SECTION 1.19. “**Regular assessment**” shall mean an assessment, charge, fee, or dues that each Owner is required to pay the Association on a regular basis as per the Declaration and that are to be used by the Association for the benefit of the Subdivision in accordance with the Declaration.

SECTION 1.20. “**Renter**” shall mean any person or persons who are under a rental or lease agreement, regardless of its term, for the purpose of occupying the Residence. Renters shall be subject to “Single Family” definition.

SECTION 1.21. “**Residence**” shall mean a building, dwelling, home, or other improvements customarily used by Single-Family persons.

SECTION 1.22. “**Resident Owner**” shall mean an Owner upon whose Lot a Residence sits.

SECTION 1.23. “**Single-Family**” shall be two persons legally recognized by the State of Texas as married, or husband and wife, or two parents/partners, or an individual with or without children or grandchildren (natural, adopted, or foster), or Mother and/or Father, or Mother-in-law and/or Father-in-law.

SECTION 1.24. “**Special Assessment**” shall mean an assessment, a charge, a fee, or dues, other than a regular assessment, that each Owner is required to pay the Association according to procedures required by the Declaration.

SECTION 1.25. “**Subdivision**” shall be all sections of Wildwood Resort City as identified on the Subdivision Plats.

SECTION 1.26. “**Subdivision Plat(s)**” shall mean the map(s) or plat(s) of Wildwood Resort City as recorded in the Plat Records of Hardin County and/or Tyler

County, Texas, as more specifically set forth above in the attached and incorporated Exhibit “A” to the Declaration.

## **ARTICLE 2**

### **NAME & LOCATION**

SECTION 2.1. Name & Address. The name of the Corporation is Wildwood Property Owners Association whose principal place of business is 92 Cypress Bend Dr., P.O. Box 903, Village Mills, Texas 77663, or at any other address in either Hardin County or Tyler County, Texas, as may be designated by the Board.

SECTION 2.2. Meeting Place. Meetings of Members and the Board may be held at such places within Hardin County or Tyler County, Texas, as may be designated and directed by the Board.

## **ARTICLE 3**

### **ORGANIZATION & RESPONSIBILITIES**

#### SECTION 3.1. Organization.

(A) The Association shall be composed of Members whose rights and privileges, and the conditions and the restrictions on the same, are set out in these Bylaws.

(B) The Association shall be governed by a Board of Directors whose powers and duties are set out in these Bylaws.

(C) The Association may have employees who may include but are not limited to a General Manager, a Business Manager, and an Assistant Secretary. Their qualifications, responsibilities, and duties are set out in these Bylaws and are subject to further direction from the Board.

SECTION 3.2. Responsibilities. The Association shall preserve and improve its present assets, acquire additional assets and efficiently operate its present and future facilities for the common use and benefit of the Owners. To accomplish these ends, the Association shall have certain rights, as provided for in the Declaration, the Articles of Incorporation, these Bylaws, and the law governing nonprofit corporations in the State of Texas, to be exercised by its Board unless specifically vested in the Owners.

#### **ARTICLE 4**

#### **BOARD OF DIRECTORS**

#### **QUALIFICATIONS & TERMS**

SECTION 4.1. Qualifications. A Director must be an Owner and must have been duly elected or appointed as provided by State of Texas law, the Declaration, the Articles, and these Bylaws. A member of the Board may be disqualified from serving if the criteria of Texas Property Code Section 209.00591, as it may be amended, is met.

SECTION 4.2. Number. The number of Directors shall be nine (9). All Directors shall be elected at large.

SECTION 4.3. Term of Office. Each Director's term shall be for a period of 3 years. However, in order to keep experienced Directors on the Board, these terms shall be staggered so that only three Directors' positions shall be up for election each year. To start the process of electing three Directors each year, the current Board will serve until the expiration of their respective terms as follows:

Position 1 - 2019      Position 2 – 2020      Position 3 – 2018

Position 4 – 2019      Position 5 – 2020      Position 6 – 2018

Position 7 – 2019      Position 8 – 2020      Position 9 - 2018

Said terms expire at the close of the annual meeting of Members or whenever their successor is elected, whichever comes last. After 2019, three members of the Board shall be elected each year for a term of 3 years commencing at the close of the annual Members' meeting.

## **ARTICLE 5**

### **BOARD OF DIRECTORS**

#### **NOMINATION & ELECTION**

##### SECTION 5.1. Nominations.

(A) The Association must give notice to its Members soliciting candidates interested in running for Director following the criteria set out in the Texas Property Code Section 209.00593. To be placed on the ballot, any candidate should file in writing a one-page intent to run ("resume") (which may include his or her education, work experience, community service, and personal information) with the Association or the Nominating Committee on or before 5:00 p.m. on December 31. A list of those persons who have submitted their intent to run ("resume") will be updated regularly and made available to any Member.

(B) Candidates must be Owners. As to any other provision which would restrict an Owner from running for the Board, the Texas Property Code Section 209.00591 shall apply.

(C) Nomination of candidates for election to the Board should be made by a Nominating Committee. All Owners who are not disqualified from running for the Board as described in Texas Property Code 209.00591 and who timely file an intent to run ("resume") shall be nominated.

(D) The list of candidates, with their one-page letter of intent to run (“resume”), shall be presented to the Election Committee chairperson by the Nominating Committee chairperson, or one of their respective committee members, at the regular January meeting of the Board.

(E) The Election Committee chairperson receiving the list of candidates shall then announce the candidates’ names to the Board in an open Board meeting and such Election Committee shall proceed with the preparation of the ballots and the planning and conduct of the election. Once candidates’ names have been announced, no candidate may withdraw. Announcement of candidates’ names constitutes a candidate’s name being placed on the official Board election ballot.

(F) A draw by numbered slips of paper shall determine place on the ballot. Each candidate, or a designated surrogate, will draw for a position on the ballot. Once this is complete, the Election Committee chairperson will have each candidate or their surrogate sign and date by their name.

SECTION 5.2. Election. Election of Directors shall be by secret written ballot. Only Members are eligible to vote. A Member may vote for one candidate for each vacancy. The person receiving the largest number of votes for each vacancy shall be elected.

SECTION 5.3. Other Rules. The Board upon consultation with the Nominating Committee and the Elections Committee may make other rules and policies concerning nominations, ballots, and voting in Board elections or on specific issues as they may in their discretion deem necessary. However, none of these rules or policies may contradict or conflict with specific rules stated elsewhere in these Bylaws.

**ARTICLE 6**  
**BOARD OF DIRECTORS**  
**MEETINGS**

**SECTION 6.1. Regular Meetings.** The Board shall meet regularly each month on a day and at a time to be set by the Board. What constitutes a “Board meeting” is defined by Texas Property Code Section 209.0051 (b). However, any such monthly meeting may be dispensed with by the Present for good and sufficient reason given in writing to the other Directors with not less than 24-hours’ notice.

**SECTION 6.2. Special Meetings.** Special Board meetings may be called by the President as he or she deems necessary, but must be called by the President at the written request of any two Directors.

**SECTION 6.3. Notice.** Notice of each regular or special Board meeting shall be given to Members as prescribed by the Texas Property Code, Chapter 209.0051. Written notices which are mailed shall be addressed to the Member’s address last appearing on the books of the Association, or supplied by such Member in writing to the Association for the purpose of notice. The notice shall contain an agenda which shall contain sufficient detail to adequately notify Members of specific issues which will come before the Board at the meeting.

**SECTION 6.4. Open Meetings and Agenda.**

(A) Regular and Special Board meetings are to be open to Members and conducted in accordance with Texas Property Code Chapter 209.0051. However, the Board shall have the right to adjourn and reconvene in closed executive session but only in compliance with the Texas Property Code Chapter 209.0051 (c).

(B) The Board meeting agenda may include but is not limited to the following:

Meeting Called to order	President
Approval of minutes	Secretary
Approve expenditures & accounts	Board
Financial/Income report	Business Manager
Meeting adjourned	President

(C) The Board's agenda is set by its President. However, any two Directors may place an item on the agenda if done so in writing to the President not later than two weeks before the Regular Board meeting at which the matter is to be considered.

(D) Meetings shall be conducted pursuant to the Rules of Decorum & Meeting Conduct Rules, as adopted by the Board.

SECTION 6.5. Quorum and Voting. A majority of Directors shall constitute a quorum. All Board decisions must be made by the affirmative vote of a majority of a quorum. Tie votes will result in defeat of an item of business.

SECTION 6.6. Other Meetings. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if in compliance with the Texas Property Code, Chapter 209.0051 (h).

SECTION 6.7. Attendance at Meetings. In the event any member of the Board shall be absent from three consecutive regular monthly meetings, the Board may, but is not required to, declare the office of said absentee Director to be vacant.

SECTION 6.8. Vacancies.

(A) If a Director does not complete his/her term of office, the Nominating Committee shall submit to the Board the names of at least two candidates, together with

their letters of intent, to fill the vacancy. From this list of candidates, the Board shall appoint one of the candidates to fill the unexpired term of the Director being replaced. If the Nominating Committee fails to submit two names within 10 days of being requested to do so by the Board, the Board may appoint any other Member to the Board.

(B) Resignation, Death, or Disability. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.

(C) In the event a majority of the Board seats become vacant more than 60 days prior to the Annual Members' meeting and such vacancies continue for more than 10 days without any of them being filled by the Board, a Special Members' meeting for the purpose of filling such vacancies may be called by any remaining Board member. Such Special Members' meeting should be held as soon as practicable.

(D) Removal. In the event a vacancy is created by the removal of a Board member, his or her successor shall be elected by the Members at the next Annual Members' meeting and shall serve for the remainder of the predecessor Director's unexpired term.

## **ARTICLE 7**

### **BOARD OF DIRECTORS**

#### **OFFICERS, POWERS & DUTIES**

**SECTION 7.1 Officers.** The Board shall elect officers at their first meeting following the Annual Members' meeting. Said officers shall consist of President (sometimes known as the "Chairperson"), Vice-President, Treasurer, Secretary, and such other officers as the Board may choose. No person may hold more than one office.



SECTION 7.2. Powers

The Board shall have power to:

(A) Borrow money up to \$300,000 for the purpose of improving or maintaining the common properties and, in aid thereof, mortgaging the same.

(B) Own, operate, or lease out the Common Properties, and the facilities thereon, and any other real estate or the improvements thereon necessary for the efficient operation of the Association.

(C) Levy and collect service or use charges and admission or other fees for the use and enjoyment of the Common Properties.

(D) Adopt, publish, and record in the respective counties, all Governing Documents and enact and publish policies and resolutions which the Board shall deem necessary for the efficient operation of the Association, including but not limited to the use of the Properties, and all facilities thereon, and the personal conduct of the Owners and their family members and guests on the Properties.

(E) The Board shall have the power to enforce its rules, regulations, and the restrictions in accordance with applicable Texas law.

(F) Employ persons, set their salaries, prescribe job responsibilities and the terms and conditions of their employment, and require security or fidelity bonds of all persons authorized to have control over, possession of, or responsibility of funds of Association.

(G) Limit the number of people per lot or living unit who may be entitled to the benefit of an easement of enjoyment of the Common Properties.

(H) Enforce all rights, covenants, restrictions, and agreements applicable to the Properties and the Owners or Occupants thereof, and to Common Properties, as provided

for in the Declaration or which are now or may hereafter be contained in or authorized by the Articles or these Bylaws.

(I) Conduct any business authorized by the Declaration or Bylaws that, in the opinion of the Board, will promote the common benefit and enjoyment of the Owners.

(J) Perform all acts required or authorized by the Declaration, the Articles, these Bylaws, or the laws of the State of Texas.

SECTION 7.3. Duties. It shall be the duty of the Board to:

(A) Elect a President and Vice-President annually. The President (acting as Chairperson) shall preside at all meetings of the Board and all meetings of the Owners and shall have such other duties as may be set out elsewhere in these Bylaws. The Vice-President shall perform all the duties of the President in his/her absence.

(B) Keep a complete record of all of its acts and of all corporate affairs, and present a summary statement thereof at the annual meeting of the Owners or at any special meeting of Owners.

(C) Make all policy decisions relative to the management and operation of the Association.

(D) Supervise the job performance of the General Manager or if there is no General Manager, the Business Manager.

(E) Make the books and records of the Association, including financial records, open to and reasonably available for examination by Members as per Texas Property Code Section 209.005.

(F) Charge the Budget and Finance Committee to assist the Board and the General Manager in the preparation of the annual proposed budget. The annual proposed budget is

to be made available to all Owners for review prior to being finalized and submitted to the Board for action by the end of the fourth quarter of the Association's Fiscal Year.

SECTION 7.4. Secretary. The Secretary must be a member of the Board, but he or she may use Association employees to assist with the job. The Secretary shall keep a permanent record of the minutes of the Board meetings and all called meetings of the Members, including the recording of all votes. The Secretary shall perform all other duties required by the Board or as may be required by law.

## **ARTICLE 8**

### **BOARD OF DIRECTORS**

#### **LIABILITY & INDEMNITY**

SECTION 8.1. Contracts. The Association may enter into an enforceable contract with a current Director or employee, any person related to a current Director or employee, or any company in which the current Director, employee, or the person related to him or her has a financial interest in at least a 51% of the profits only if the criteria of Texas Property Code Section 209.0052 are met.

SECTION 8.2. No Liability for Contracts. The Association's Board, officers, and employees shall enter contracts or other commitments as agents for the Association without personal liability for any such contract or commitment.

SECTION 8.3. No Liability for Other Actions. No Director of the Association shall be liable to any person, business entity or other enterprise for any action taken pursuant to the Declaration or the Bylaws, and the acceptance by any party of a deed to any property within the Subdivision shall constitute such party's covenant and agreement that such liabilities shall not exist.

SECTION 8.4. Indemnity.

(A) Full Indemnity. To the fullest extent allow by Texas law, the Association shall indemnify any current or former Director, officer, agent, trustee, or employee of the Association, against expenses including but not limited to attorneys' fees, actually, necessarily and reasonably incurred by such person, and shall indemnify against any amounts paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which such person is made a party by reason of being or having been such a Director, officer, agent, trustee, or employee; except, in relation to matters as to which such person shall be adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct.

(B) Settlement. To the fullest extent allow by Texas law, the Association may also reimburse any current or former Director, officer, agent, trustee, or employee, the reasonable cost of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors not involved in the matter in controversy, whether or not a quorum is available or present, to be in the best interest of the Association that such settlement be made. Further such majority of the Directors not involved must make determine that such Director, officer, agent, trustee, or employee, was not guilty of gross negligence or willful misconduct.

(C). Not Exclusive Remedy. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such current or former Director, officer, agent, trustee, or employee, may be entitled by law or under any other Bylaw, agreement, vote of Members, or otherwise.

SECTION 8.5. Director Reimbursement Only. No Member or Director is entitled to be paid any salary or other compensation for their work or service on behalf of the Association unless it is paid in accordance with a contract with the Association which meets the criteria set forth in Texas Property Code Section 209.0052. However, upon Board approval, any Member or Director may be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of Association.

## **ARTICLE 9**

### **ASSOCIATION EMPLOYEES**

#### **QUALIFICATIONS, POWERS & DUTIES**

SECTION 9.1. General Manager. The General Manager shall not be a member of the Board and need not be an Owner. He or she shall administer and supervise the business operation of the Association in conformance with the Association's Declaration, Governing Documents, and the law of the State of Texas. His/her duties shall include but not be limited to:

(A) Employing and discharging, as necessary, all Association employees, recommending salaries, prescribing job responsibilities and requirements, and terms and conditions of employment. However, before employing or discharging department managers, the General Manager shall inform the Board of the contemplated action. Employment and salaries must be within budgetary limits.

(B) Supervising the work of all Association employees in the performance of their duties.

(C) Consulting regularly with all Committee chairpersons and keeping the committees informed of all matters within the areas of their concern.

(D) As authorized by the Board, signing promissory notes, deeds, mortgages, leases, and other documents with such co-signers as the Board shall require.

SECTION 9.2. Business Manager. The Business Manager shall not be a member of the Board and need not be an Association Owner. The Business Manager's duties shall include but not be limited to:

(A) Receiving all monies of the Association which the Business Manager shall deposit in insured bank accounts or invest as directed by the Board, and disbursing the same as directed by the Board, except that prior approval shall not be necessary for disbursements made in the ordinary course of business within approved budget limits.

(B) Signing all checks and, when required by the Board, co-signing with the General Manager any documents authorized by the Board.

(C) Keeping proper books of accounts.

(D) Cooperating with a Certified Public Accountant to obtain the independent financial review and audit required by the Declaration or other financial information as may be requested by the Board.

(E) Assisting in the preparation of the proposed annual budget.

(F) Preparing an annual balance sheet and income statement, and presenting same to the Members at the Regular Annual Member's meeting.

(G) Presenting a financial report to the Board at each Regular Board Monthly meeting, which shall contain such facts and figures as the President of the Board shall instruct the Business Manager to present.

(H) Performing such other duties as may be required by the Board, the General Manager, or by law.

## **ARTICLE 10**

### **COMMITTEES**

#### **SECTION 10.1. Appointment.**

(A) The President of the Board, with approval of a majority of the Board, may appoint the following Standing Committees: Budget and Finance; Nominating; Election; Golf; Lakes; Parks; Streets and Utilities; Long Range Planning; and, Architectural Control. The President may also appoint such other committees, either standing or *ad hoc* as deemed necessary. All committee members must be Members.

(B) Standing Committee members can serve only two consecutive terms. Immediate family members cannot serve together on committees. Also, no one person can serve on more than two committees at the same time.

#### **SECTION 10.2. Terms.**

(A) The Budget and Finance Committee shall consist of at least five but no more than seven Owners, each serving a three-year term. All other Standing Committees, except the Nominating Committee, shall consist of at least three but no more than five Owners, each serving a three-year term. The method of selection of the Nominating Committee is set out elsewhere in these Bylaws.

(B) At its first meeting following the Annual Members' meeting each year, the Board shall appoint Owners to fill vacancies on all existing committees except the Nominating Committee. For new committees, the Board shall appoint one member for a one-year term, two members for a two-year term, and two members for a three-year term.

*Ad hoc* committees shall consist of such Owners and exist for such periods of time as the Board shall determine at the time any such committee is formed.

SECTION 10.3. Vacancy. When a committee has a vacancy, the Nominating Committee shall request that owners interested in serving on the specified committee submit their names and letters of intent (“resume”) to the Nominating Committee. The Nominating Committee shall submit the names of interested candidates to the Board.

SECTION 10.4. Election of Officers. At the first meeting of each committee following the appointment of the new members, a Chairperson, Vice-Chairperson, and Secretary shall be elected. The Secretary shall keep the minutes of each meeting and promptly submit a copy to the General Manager.

SECTION 10.5. Meetings. Each committee shall meet at least one time annually on a date and time and at a place to be set by each committee Chairperson and approved by the General Manager who shall publish annually the schedule of committee meetings and the names of committee members. Special meetings may be called by the Chairperson. Committee Chairpersons may appoint subcommittees as they deem necessary.

SECTION 10.6. Attendance by General Manager. At the request of the committee Chairperson, the General Manager will attend the committee meeting to disseminate current information concerning Association and be available for advice on matters of administration. Department managers may also be present as the committee Chairperson or General Manager may desire.

SECTION 10.7. Duties. Generally, it is the duty of each committee to discuss and analyze the problems within its area of concern. Such matters may originate within the committee, be suggested by other Association Owners, or be submitted by the Board.



Should Board action be desired on any committee recommendation, such item must be presented separately to the General Manager or the President of the Board to be brought to the attention of the Board. The Board's action on such item will be reported back to the committee. The committees, when requested by the Board, shall assist in communicating Board or administrative action or Board policy to the Members. All committees shall perform such duties as are set out in these Bylaws and as the Board may authorize in the future.

SECTION 10.8. Specific Instructions for Standing Committees.

(A) Budget and Finance Committee. At least two members and no more than three members of the Budget and Finance Committee shall be Board members. It shall assist in the preparation of the annual proposed budget and recommend the final proposed budget for Board action. It shall perform a monthly review of the monthly financial statement. It is to cooperate with the Long Range Planning Committee on long-term plans, which may require financial support.

(B) Election Committee. This committee shall work with designated Association office personnel in the preparation and distribution of ballots. It shall be responsible for the counting and tallying of the votes and announcing the results of the election.

(C) Golf Committee. The primary concerns of this committee are the golf program and facilities and the equitable use of the courses by Owners, all other persons, and all golf associations.

(D) Lakes Committee. The concerns of this committee are with impoundments of water, spillways, fish, wildlife preservation and control, boating, public docks, boat launching, angling, and the appearance, maintenance, and proper usage of the lake.

(E) Nominating Committee.

(1) Members of the Nominating Committee should be appointed by the Board at least 90 days prior to each Annual Members' meeting.

(2) The Nominating Committee shall consist of five members. The outgoing committee may select one of its members to serve on the committee for the following year; the remaining members shall be chosen by the Board. No committee member may serve more than two terms. Board members may not serve on this committee.

(3) The Committee shall meet at the call of its Chairperson or as directed by the Board.

(4) No resume file is to be retained by the Nominating Committee but shall instead be kept in the Association office.

(F) Parks Committee. The concerns of this committee are the appearance, maintenance and proper usage of the parks, which includes Rogers Park, beach, campgrounds, children's playground, Picnic Island, beach pavilion and any future park developments.

(G) Long Range Planning Committee. One member of this committee shall be a Board member, one a former Board member, and the General Manager. This committee shall study all areas of major concern to the Association in the future development of the Subdivision. A five-year plan should be maintained.

(H) Streets and Utilities Committee. The concerns of this committee are roads, streets, parking, traffic, street lighting, sanitation, drainage and water distribution.

(I) Architectural Control Committee. The purpose of the Architectural Control Committee is to maintain general harmony of construction in the subdivision, to assure

conformity with the natural surroundings, and to implement provisions of the applicable Declaration and Governing Documents. The General Manager shall be a member of the ACC.

## **ARTICLE 11**

### **RIGHTS OF OWNERS**

#### **MEETINGS**

SECTION 11.1. Annual Members' Meeting. The regular annual meeting of the Members shall be held on the second Saturday of the month of February in each year, at the hour of 2:00 p.m. The purpose of the annual meeting is to elect Directors, consider increasing maximum assessments in accordance with the Declaration, consider amending the Articles, and conduct any other business authorized as on the agenda.

SECTION 11.2. Special Members' Meetings. Special meetings of the Members for any purpose, including those provided for in the Declaration and the Articles, may be called at any time by the President of the Board as he or she shall deem necessary. The Special Members' meeting must be called by the President once presented with a written request from two or more Directors or with a written request signed by Members representing at least twenty-five percent of all Members' votes.

#### SECTION 11.3. Notice & Agenda.

(A) Notice of all meetings shall be given to Owners as provided by Texas Property Code, Chapter 209.0051 (e) (2). Written notices shall be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. It is the Owner's duty to notify the Association in writing of any updated mailing address.

(B) The Annual Member's meeting agenda is to be set by the President. However, any two Directors or Members representing 25% of the total votes of the membership may place an item on the agenda if done so in writing to the President not later than two weeks before the Annual Member's meeting at which the matter is to be considered.

SECTION 11.4. Quorum. In order to carry and be adopted, any item of business shall require the affirmative majority vote of the Members present, in person, by proxy, by absentee ballot, or by electronic ballot, after a quorum has been established.

(A) General Quorum. The presence at any meeting of Members, in person, by proxy, by absentee ballot, or by electronic ballot, of ten percent (10%) or more of the votes of the total membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Bylaws, the Declaration, or by overriding laws of the State of Texas.

(B) For Association business OTHER than Board Elections. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be represented.

(C) For Board Elections. If quorum is not present or represented, the meeting shall be adjourned without notice other than announcement at the meeting, and immediately reconvened for the sole purpose of election of Directors. At the reconvened meeting, quorum shall be all those Members counted as present whether in person, by proxy, by absentee ballot, or by electronic ballot. Directors shall be elected by a majority of those votes.

## ARTICLE 12

### RIGHTS OF OWNERS

#### VOTING

SECTION 12.1. Entitled to Vote. Members shall be entitled to **only one vote per Member** regardless of number of lots owned. Joint Owners shall get only one vote.

SECTION 12.2. Right to Vote. All Owners shall have the right to vote under Texas Property Code Section 209.0059.

SECTION 12.3. Methods of Voting. Voting on any question or in any election shall be governed by the Texas Property Code Section 209.00592. The Board may allow an Owner to vote in person or by proxy or by absentee ballot or by electronic ballot, but in no event shall any Owner be denied the right to vote either by absentee ballot or by proxy.

SECTION 12.4. Notice of Vote. All notices to Owners for any election or vote shall comply with Texas Property Code Section 209.0056.

SECTION 12.5. Secret Ballot – All Votes.

(A) All voting by Members including in Board elections shall be by secret written ballots as per Texas Property Code Section 209.0058 (d). A voting system will be implemented so that no Member can cast more votes than the Member is eligible to cast but such a vote is counted when cast by a Member eligible to vote, while protecting the name of the Member casting such a vote. Until such time, all votes by mail will be by secret ballot and all votes by any other method including electronically may not be.

(B) After researching and getting Member input, the Election Committee may develop Secret Ballot Guidelines to include the voting system for secret ballots to present to the Board. The Board then should consider and vote on such Secret Ballot Guidelines

at an open Board meeting. If adopted, the Secret Ballot Guidelines shall be filed of record in both the Hardin County and Tyler County Clerk's office. However, the Secret Ballot Guidelines may not contradict these Bylaws.

(C) Each Member will receive by regular U.S. Post Office mail (“**mail**”) or by electronic mail (“**e-mail**”), one ballot which shall describe the matter under consideration in sufficient detail to allow for an informed vote.

(D) Any vote, which is limited or restricted in any way, is invalid and will not be counted.

(E) Ballots by Mail.

(1) In the mailed ballot packet, there will be two envelopes along with the ballot. One shall be a self-addressed **Return Envelope** for placing the marked ballot and the other is a **Ballot Envelope** for sealing the unsigned ballot.

(2) After the Member marks his or her ballot, the Member places the ballot in the envelope marked simply “Ballot” and seals it. This Ballot Envelope is to be placed inside the Return Envelope.

(3) The Member must print his or her name and address in the upper portion of the Return Envelope on the lines provided. The Member's name and address must be the same as on the ballot packet mailed to the Member. It must match the eligible voter list on file with the Association. If it does not match, the Return Envelope will not be opened and the vote will not be counted.

(4) The Return Envelope containing the ballot shall be returned by mail to the Election Committee, P.O. Box 368, Village Mills, TX 77663. The committee will not accept Return Envelopes without sufficient postage.

(5) Procedure for Receipt of Ballots by Mail.

(a) Upon receipt of the Return Envelope by the Election Committee, it shall be placed in a locked box and not reviewed by any person until the voting deadline has passed. No tabulation of who has voted will be kept or reviewed until the voting deadline has passed. However, the number of Return Envelopes received may be tallied.

(b) The keys to the locked box will be held by the Election Committee chairperson or a designated member of the committee. An Election Committee member will pick up any remaining Return Envelopes at the U. S. Post Office on or after 11:00 a.m., the day before the scheduled vote.

(c) The Election Committee will open the locked box. The Return Envelopes will be checked against the eligible voter list. If the Member's name on the Return Envelope matches the name on the eligible voter list, then the Return Envelope will be opened and the Ballot Envelope will be removed and put into another box. Only after all eligible Return Envelopes have been opened, may the Ballot Envelopes be opened, the votes counted, and tallied on a prepared form. All Return Envelopes, Ballot Envelopes, and ballots shall be preserved and not destroyed for 12 months following the date of the vote.

(F) Electronic Ballots. If the Board allows electronic voting, any ballot received electronically from an eligible Member will be counted. However, any Member voting electronically understands that the same "secrecy" may not apply if and until an electronic voting system can be determined by the Elections Committee and the Board.

SECTION 12.6. Secret Ballot – Board Elections.

(A) If the vote is for Board vacancies, each Member will receive by mail or by e-mail, one ballot which shall describe:

(1) the vacancies to be filled and the terms of office; and

(2) set forth the names of the persons nominated by the Nominating Committee for such vacancies.

(B) Written ballots are not required for uncontested races for Board vacancies. The candidate running unopposed shall automatically be deemed elected as of the date of the Annual Members' Meeting.

(C) Board candidate ballots shall be prepared and sent by mail or e-mail by the Election Committee to each Member at least twenty days (20) in advance of the Annual Members' meeting date or Special Meeting called for Board elections only. Completed ballots in Return Envelopes must be received by the Association's Election Committee either by mail or e-mail to the Association's offices at its mail or e-mail address by 11:00 a.m. the Friday before the Annual Members' Meeting in February or as specified for Special Meeting elections.

(D) Resident Owner mail-outs and e-mail will contain ballots only. All letters of Board candidates' intent will be posted at the Mill House, the Country Store, the Association's office, and will be available on-line at the Association's website. Non-Resident Owner mail-outs and e-mail will contain both a ballot and all Board candidates' letters of intent.

SECTION 12.7. Lost Ballot. There will be only one ballot issued to each Owner. If the ballot is lost, Owner may request a replacement ballot in writing.



SECTION 12.8. Voting by Proxy. Each Member desiring to vote by proxy must make such appointment in writing, signing and dating the same, and naming the person to exercise the proxy (“**Proxy Holder**”). The Proxy Holder does not have to be a Member. The proxy must be returned by mail or email to the Association so that the proxy is on file for not less than 24 hours prior to the meeting at which a vote is to take place. Appearance in person at such a meeting by the Member making the appointment shall automatically void the proxy given for that meeting.

SECTION 12.9. Tabulation of & Access to Ballots. For any election or any vote cast by a Member, the tabulation of and the access to ballots cast shall be governed by the Texas Property Code Section 209.0058 (d) (3) and 209.00594.

SECTION 12.10. Announcing Results of Voting. The results of any vote or election shall be announced at the meeting where the voting took place by either the Election Committee chairperson or the Board President, and the tabulated results will be presented to the Board Secretary for recording as a permanent record. A copy of the results shall be presented to each Board member and the General Manager.

SECTION 12.11. Recount of Votes. For any election or any vote held, a recount shall be governed by Texas Property Code Section 209.0057.

## **ARTICLE 13**

### **AMENDMENTS**

SECTION 13.1. By Board. The provisions of these Bylaws may be amended at any time by a majority of the Board with the exception of:

(A) Any amendment to the Bylaws changing the number of Directors or their terms of office; or

(B) Any veto or rescission by the Members of any amendment to the Bylaws taken by the Board found to be objectionable by the Members.

SECTION 13.2. By Members. In each of the foregoing instances, Section 14.1 (A) or (B), amendment, veto, or rescission, will require the affirmative vote of 51% of the votes taken at a Regular or Special Members' meeting where quorum has been met.

SECTION 13.3. No Amendment to Conflict with Declaration. These Bylaws may not be amended under any circumstances to conflict with the Articles or the Declaration.

## **ARTICLE 14**

### **MISCELLANEOUS**

SECTION 14.1. Delegation of Right of Enjoyment. Every person who is an Owner may, each year, delegate his or her right of enjoyment in the Common Properties to the members of his or her Single-Family unit, without the Owner losing such right. The rights and privileges of such persons are subject to Association rules, regulations, and these Bylaws.

SECTION 14.2 Method of Providing Notices. The Association may adopt a method for providing a notice to its Owners but only in compliance with Texas Property Code Section 209.0042.

SECTION 14.3. Savings Clause. In the event these Bylaws or any part, provision or portion hereof is, at any time, held or construed to be invalid, illegal or unenforceable, for any reason, any such invalidity, illegality or unenforceability shall not affect the remainder hereof or these Bylaws which shall continue in full force and effect. It being expressly declared by the Association that all such remaining parts, provisions and portions

are effective and applicable just the same as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 14.4. Conflicts. In the event of any conflict between the Articles and these Bylaws, the Articles shall control. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the event of a conflict between the Declaration and Articles, the Declaration shall control. The Declaration controls over all other Governing Documents. If there is a conflict within the Declaration, the specific controls over the general.

**CERTIFICATION**

I, the undersigned, am the duly elected and acting Secretary of WILDWOOD PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, and I do hereby certify, **acknowledge**, and affirm:

That the within and foregoing Amended and Restated Bylaws of Wildwood Property Owners Association was property adopted by a majority of the Board of Directors and by the affirmative vote of 51% of the shares of each class taken at a Special Members' Meeting where quorum was met on the below stated date, and that the same now constitute the Bylaws of said corporation.

IN WITNESS WHEREOF, I have executed these Amended and Restated Bylaws to be effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Secretary, Wildwood Property Owners Association

STATE OF TEXAS           §

COUNTY OF HARDIN       §

BEFORE ME, on this day personally appeared \_\_\_\_\_, the Secretary of Wildwood Property Owners Association, known by me to be the person whose name is subscribed to this instrument, and **acknowledged** to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Notary Public – State of Texas