

AMENDED AND RESTATED BYLAWS OF  
WESTWOOD LANDOWNERS ASSOCIATION, INC.  
A Texas Non-Profit Corporation  
(AUGUST 10, 2018)

**PREAMBLE**

These Bylaws of Westwood Landowners Association, Inc. (the "Bylaws") are subject to, and governed by, the Texas Non-Profit Corporation Act, the Texas Residential Property Owners Protection Act, and the Articles of Incorporation of Westwood Landowners Association, Inc., a Texas non-profit corporation (the "Association"). In the event of a conflict between the provisions of these Bylaws and the Texas statutes, such provisions of the Texas statutes will be controlling.

Westwood Subdivision, Sections One, Two, Three and Four (the "Subdivision"), is comprised of a geographical area of real property more fully described in the map or plat recorded in the plat records of Montgomery County, Texas, together with appurtenances and such additional real property as may be acquired from time to time.

**ARTICLE ONE: OFFICES**

1.1 Registered Office and Agent: The registered office and registered agent of the Association will be as designated from time to time by the appropriate filing by the Association in the office of the Texas Secretary of State.

1.2 Other Offices: The Association may also have offices elsewhere, both within and without the State of Texas, as the Board of Directors of the Association (the "Board of Directors") may from time to time determine or the business of the Association may require.

**ARTICLE TWO: MEMBERS**

2.1 Class of Members: The Association shall have the following two (2) classes of members:

- (1) Residential, and
- (2) Commercial

The determination of class is defined by the Association's Deed Restrictions as to whether the property can be used for commercial purposes.

2.2 Membership: Each property owner in the Subdivision shall automatically become a member of the Association by accepting title to real property located within the geographical boundaries of the Subdivision. Membership in the Association is not transferable or assignable except in connection with the transfer of ownership of a lot in the Subdivision. Membership is automatically transferred with the transfer of ownership of a lot.

### **ARTICLE THREE: MANAGEMENT**

3.1 Management by Board of Directors: The business and affairs of the Association will be managed by and under the direction of the Board of Directors (the "Board"). The Board may exercise all powers of the Association. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as are prohibited by law or by these Bylaws being delegated to the Board by the Members.

### **ARTICLE FOUR: MEETING OF MEMBERS**

4.1 Annual Meeting: An annual meeting of the members shall be held on the second Saturday of June in each year, beginning with the year 1992, at the hour of 10 a.m., or at such date, time and place as noticed pursuant to these Bylaws and applicable law, for the purpose of electing Directors and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding Saturday. If the election of Directors is not held on the day designated herein for any annual meeting, the Board shall cause the election to be held at a special meeting of the members as soon thereafter as practicable.

4.2 Quarterly Meetings: Quarterly meetings of the members shall be held on the 2<sup>nd</sup> Thursday of each March, September and December in each year, beginning with the year of 1992, at the hour of 7 p.m. or at such other date, time and place as noticed pursuant to these Bylaws and applicable law, for the transaction of any business as may come before the meeting.

4.3 Special Meetings: A special meeting of the Members may be called at any time by the majority vote of the Board, or by not less than one-tenth (1/10<sup>th</sup>) of the members. The date, time and place of the special meeting are to be designated by the person(s) calling the meeting and must be stated in the notice of the special meeting. Only the business stated or indicated in the notice of the special meeting may be conducted at the special meeting.

4.4 Place of Meeting: The person(s) calling the meeting may designate any place, within the State of Texas, as the place of meeting for any annual meeting or special meeting. If no designation is made, the place of the meeting shall be the registered office of the Association; but if all members shall meet at any time and place, within the State, and consent for the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken. Any annual or special meeting may be adjourned and reconvened at the office of the Association or some other place designated in the motion to adjourn and reconvene. Any ballots shall be secured and transported to the office of the Association or other place designated for the counting of ballots.

**4.5 Notice of Regular or Special Meeting:** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:

- (1) mailed to each Member not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the date of the meeting; or
- (2) provided at least 72 hours before the start of the meeting by:
  - (A) posting the notice in a conspicuous manner reasonably designed to provide notice to the Association Members:
    - (i) in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or
    - (ii) on any internet website maintained by the Association or other internet media; and
  - (B) sending the notice by email to each owner who has registered an email address with the Association.

It is a Member's duty to keep an updated email address registered with the Association.

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

## **ARTICLE FIVE: ELECTIONS**

**5.1 Nominations:** Nominations may be by self-nomination or by nomination from the floor at the time of the election.

Any Association Member may file a self-nomination with the Association Secretary (or his/her designee) for any director position so long as they are not disqualified from serving as a director. Any person who has been convicted of a felony or a crime involving moral turpitude within the last 20 years is prohibited by law from serving on the Board. The self-nomination period shall begin 90 days before the annual meeting and shall close 60 days before the annual meeting. The Board shall give written notice of the self-nomination period to all Association Members not less than 10 days before the beginning of the self-nomination period.

At all elections for directors, nominations may be made from the floor at the time of the election. All nominations from the floor which are seconded shall be included on the ballot for the election of directors. Nominations from the floor shall not invalidate any absentee or electronic ballot received prior to the election.

**5.2 Petitions for General Elections:** The Board may be petitioned to affect an election for the purpose of changing the governance of the Association. These changes may be to remove and/or replace a Director, to change the Bylaws, to change a specific action or procedure instituted by the Board, or to change the general activities conducted by the Board. Such Petitions shall be subject to all of the following requirements:

- (1) The petition shall contain at least 500 valid signatures;
- (2) All signatures must be dated;
- (3) No signature may be dated more than three (3) months prior to submission of the petition to the Board;
- (4) One signature per lot, whether owned in common, jointly, or by multiple parties (i.e. – if a married couple owns one (1) lot, only one of them may sign the Petition); and
- (5) All signatures shall be subject to validation by the Board.

## **ARTICLE SIX: VOTING**

### **6.1 Quorum:**

- (1) **Percentage:** Except as otherwise provided in the Articles of Incorporation, these Bylaws or in the Declaration, quorum shall be 10% of all Member votes which may be cast at the Annual Meeting as counted in person, by proxy, by absentee ballot, or by electronic ballot.
- (2) 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.
- (3) **For 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 for the sole purpose of electing Directors, 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 plurality of those votes in any election where there are over two (2) candidates nominated for a Board of Director position.
- (4) **Other Business:** If the 10% quorum is *never* established, the meeting may be adjourned and reconvened *without any other notice* other than an announcement at the original meeting. The quorum for the reconvened meeting then shall be one-half of the 10% quorum established above. If no quorum is established for the reconvened meeting, the meeting may be adjourned and reconvened for as many times as is necessary to finally establish a quorum with the previous quorum requirement being reduced each time by one-half.

**6.2 Voting Rights:** Each member shall be entitled to one (1) vote for each full lot owned in the Subdivision on each matter submitted to a vote of the members. It is specifically understood that each lot has one (1) vote, regardless of who owns said lot

(i.e., if a husband and wife jointly own a lot, only one of them may vote). If a member owns more than one lot, he/she shall be entitled to one (1) vote per lot.

6.3 Notice of Election: At least thirty (30) days before the start date of an annual meeting, the Secretary (or his/her designee) shall mail to each Member a paper absentee ballot containing the names of the official candidates. Candidate names for each position shall be listed in alphabetical order with the incumbent identified.

6.4 Manner of Voting: The voting rights of a Member may be cast or given: (1) in person or by proxy at a meeting of the Association; (2) by absentee ballot in accordance with this section; or (3) by electronic ballot in accordance with this section. Any vote cast must be in writing and signed by the Member. Electronic votes cast constitute written and signed ballots.

6.5 Absentee Ballot: At least 30 days before the start of an annual meeting, the Secretary (or his/her designee) shall mail to each Member a paper absentee ballot containing the names of the candidates for office and the exact language for any proposed action. Candidates for each position shall be listed in alphabetical order by last name with the incumbent identified.

An absentee ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. It may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by the Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. It may not be counted on the final vote of a proposal if the language for any proposed action (other than nominations from the floor for officer/directors) was amended at the meeting to be different from the exact language of the proposed action on the absentee or electronic ballot. A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains the names of each candidate for office and each proposed action and provides an opportunity to vote for or against each proposed action; (2) instructions for delivery of the completed absentee ballot, including the delivery location; and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals (other than nominations from the floor for officers/directors), votes cast by absentee ballot will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case the absentee ballot will be destroyed and the in-person vote shall prevail."

6.6 Electronic Ballot: "Electronic ballot" means a ballot given by email, facsimile, or posting on an internet website for which the identity of the Member submitting the ballot can be confirmed, and for which the Member may receive a receipt of the electronic transmission of the Member's ballot. If an electronic ballot is posted on an internet website, a notice of the posting shall be sent to each Member that contains

instructions on obtaining access to the posting on the website. This section supersedes any contrary provision in any dedicatory instrument.

6.7 Proxy: To be valid, a proxy must specifically reference the annual or special meeting and/or election for which the proxy is to be used and must be signed by the Member. Any proxy may be revoked by the Member prior to the casting of the ballot at the election and/or meeting for which the proxy is given.

6.8 Tabulation of Votes: Prior to giving notice of the election, the Board shall designate an independent third party to receive and tabulate all votes, whether cast in person, absentee, or electronic. Ballots cast at the meeting (either in person or by proxy) may not be collected by the independent third party until after nominations from the floor and amendments to proposed actions have been made. The independent third party designated by the Board to tabulate votes must meet the requirements set forth in §209.00594 of the Texas Property Code, as follows:

- (1) A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section.
- (2) A person other than a person described by Subsection (1) may tabulate votes in an Association election or vote, but may not disclose to any other person how an individual voted.
- (3) Notwithstanding any other provision, Texas Property Code §209, or any other law, a person other than a person who tabulates votes under Subsection (2), including a person described by Subsection (1), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

## **ARTICLE SEVEN: BOARD OF DIRECTORS**

7.01 General Powers and Duties: The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in these Bylaws or in the Restrictions as set forth in the Articles of Incorporation of the Association. In addition, the Board of Directors shall have the following powers and duties:

- (1) Causes to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members;
- (2) Supervises all officials, agents and employees of this Association, and that their duties are properly performed;
- (3) As more fully provided in the Restriction to:
  - (A) Adjust the amount of the annual assessment against each lot;

- (B) Send written notice of each assessment to every Owner subject thereto;  
and
- (C) Foreclose the lien against any property for which assessments are not timely paid and/or bring an action at law against each Owner personally obligated to pay the same;
- (4) Issues, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate shall be conclusive evidence of such payment;
- (5) Procures and maintains, if possible adequate liability and hazard insurance on property owned by the Association;
- (6) Causes the common area to be maintained;
- (7) Causes the Restrictions of the Subdivision to be enforced and administered;
- (8) Causes the architectural control of the Subdivision to be performed as set forth in the Restrictions;
- (9) Employs such accountants, attorneys, contractors, or other persons or entities as the Board deems necessary to manage and administer the affairs of the Association;
- (10) Manages the affairs of the Association; and
- (11) Performs all acts and does all things provided for or contemplated to be done by the Association in the Restrictions.

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

7.02 Number, Tenure and Qualifications: The number of Directors shall be five (5). Each Director shall hold office until the next annual meeting of members that signifies the end of his/her term, and until his successor has been elected and qualified. Any person who has been convicted of a felony or crime involving moral turpitude in the last 20 years is prohibited by law from serving on the Board. Terms shall go from July 1 through June 30.

Starting with the Association Board elected at the June 21, 1997 annual meeting of the Association, the terms of offices will be as follows:

President and Treasurer – one year term starting from June 21, 1997  
Vice President and Secretary – two year term starting from June 21, 1997  
Member-At-Large – three year term starting from June 21, 1997

At the end of the above-stated terms, all officer positions will have a term of two (2) years. The purpose of this Article is to stagger the terms of the office holders so that there will always be someone on the Board who was on the Board the previous year in order to allow for an orderly flow of information. This Article was approved by the members at the Association meeting held on June 21, 1997.

7.025 Committees:

- (1) **Appointed by Board of Directors:** The Board of Directors shall appoint such committees as are required by the Restrictions. The Board may, from time to time, establish and appoint such other committees as it shall deem necessary and advisable to assist the Board in the general operation and management of the Association. The Chairman and all Members of each such committee must be a member of the Association;
- (2) **Authority of Committees:** The Board of Directors may grant to any committee thus established by the Board such authority and power consistent with these Bylaws as the Board shall deem required to carry out the intended purposes and functions of such committee.
- (3) **Discharge of Committees and Committeemen/Committeewomen:** The Board of Directors may discharge any committee established by the Board and may remove and replace any committeemen/committeewomen appointed to any committee.

7.03 Meetings: The Directors shall hold board meetings to conduct the affairs of the Association. Notice of all meetings shall be given to all members of the Association in the manner set forth in Article 4.5 above.

“Board meeting” means the deliberation between a quorum of the voting board of the Association, or between a quorum of the voting board and another person, during which Association business is considered and the board takes formal action. Regular and special board meetings must be open to the Members of the Association, subject to the right of the Board to adjourn and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association’s attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Pursuant to Texas Property Code §209.0051(h), the Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners under Article 4.5 above, if each board member is given a reasonable opportunity to express the board member's opinion to all other board members and to



vote. Any action taken without notice to owners under Article 4.5 above must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting. The board may not, unless done in an open meeting for which prior notice was given to owners under Article 4.5 above, consider or vote on:

- (1) Fines;
- (2) Damage assessments;
- (3) Initiation of foreclosure actions;
- (4) Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) Increases in assessments;
- (6) Levying of special assessments;
- (7) Appeals from a denial of architectural control approval;
- (8) A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
- (9) Lending or borrowing money;
- (10) The adoption or amendment of a dedicatory instrument;
- (11) The approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- (12) The sale or purchase of real property;
- (13) The filling of a vacancy on the board;
- (14) The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (15) The election of an officer.

The Board shall hold regular meetings on the 2<sup>nd</sup> Thursday of each January, February, April, May, July, August, October, and November, in each year beginning in the year 1992, at the hour of 7 p.m., or at such other date, time, and place as noticed pursuant to these Bylaws and applicable law, for the transaction of any business as may come before the meeting.

Special meetings of the Board may be called by a majority vote of the Board of Directors. The persons authorized to call special meetings of the Board may fix any place within Montgomery County as the place for holding any special meetings of the Board.

The Board shall keep a record of each regular or special meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the Member's written request to the Association's agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

7.035 Placing Items on the Agenda of a Regularly Scheduled Meeting: In order to place an item on the agenda of a regularly scheduled meeting, the office shall be

notified by the person (Member or Director) wishing to place said item on the agenda, in writing by 12:00 noon on the Friday before the regularly scheduled meeting. Said item shall be placed on the agenda of the next regularly scheduled meeting.

7.04 Quorum Required for Board Meetings: A total of three (3) Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than three (3) Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice. All acts of the Board require the approval of at least three (3) Directors.

7.05 Vacancies: If any vacancy occurs on the Board due to the death, resignation, disqualification, or otherwise of a director, the vacancy shall be filled by the Board through appointment. Any director appointed to fill a vacancy shall serve only for the remainder of the unexpired term of the position to which he/she is appointed.

7.06 Compensation: No Directors shall receive compensation for any service he/she may render to the Association. A Director may, however, be reimbursed by the Board for actual expenses incurred by him/her in the performance of his/her duties.

7.07 Removal: Any elected or appointed Director may be removed by the manner set forth in Article 5.2 above, or by a majority vote of the Board.

## **ARTICLE EIGHT: ASSOCIATION EMPLOYEES AND CONTRACTORS**

8.01 Employees: Personnel may be hired by the Board to handle the day-to-day business affairs of the Association. Interviews of potential employees shall be conducted by two (2) or more Directors, such Directors being appointed by a majority vote of the Board. Upon completion of all interviews, the interviewing Directors shall make a recommendation to the Board for the hiring of any employee(s). Supervision of any Association employee(s) shall be by two or more Directors designated by a majority vote of the Board. Should any Director desire to terminate an Association employee, such Director shall make a recommendation to the Board. Thereafter, the employee may be terminated only by a majority vote of the Board.

8.02 Contractors: The Board, by majority vote, may enter into contracts on behalf of the Association. Any bids exceeding \$2500 shall require a minimum of three (3) bids, unless 3 bids cannot be obtained within thirty (30) days. If three (3) bids cannot be obtained within thirty (30) days, a special meeting will be called and a decision will be made by a majority vote of the board. The contracts shall require the signature of two (2) current Board Members. A contract may be entered by the Board with a current Association board member; a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573 Texas Government Code; a company in which a current Association board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Association board member within the third degree by consanguinity or affinity, as determined under Chapter 573 of the Texas Government Code, has a

financial interest in at least 51 percent of profits, only if the following conditions are satisfied:

- (1) The board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the board member, relative, or company, if reasonably available in the community;
- (2) The board member (A) is not given access to the other bids; (B) does not participate in any board discussion regarding the contract; and (C) does not vote on the award of the contract;
- (3) The material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association board and the board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection; and
- (4) The Association board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the board members who do not have an interest governed by this subsection.

## **ARTICLE NINE: FINANCIAL MATTERS**

9.01 Checks and Drafts: All checks, drafts, or other forms for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by a Director(s) or Agent(s) of the Association and in such manner as shall, from time to time, be determined by the Board. Any instrument in excess of \$1,000.00 shall require the signature of two (2) or more Directors of the Association.

9.02 Deposits: All funds of the Association shall be deposited to the credit of the Association in such bank, trust company, or other depository as the Board may select. A reserve account shall be maintained at 33% of the current operating budget. In the event of an emergency expenditure need that would cause the reserve account to go below 33% of the current operating budget, such expenditure(s) would require a majority approval of the Board.

9.03 Gifts: The Board may accept contributions, gifts, bequests, or devises for any general or special purpose of the Association.

9.04 Maintenance Fees for Members Over Age 65 or Disabled: If, at the time of purchase of the property or thereafter, a landowner has reached the age of 65 or is disabled (as defined by the Social Security Administration or the U.S. Department of Veterans Affairs), the amount of the annual maintenance fees will be frozen when the landowner provides proof of age or disability to the WWLOA. This Section 9.04 is effective July 1st, 2018.

**9.045 Maintenance Fees for Residential Members Who Have Contiguous Full or Partial Lots:** Annual maintenance fees for residential landowners who have contiguous lots that include their residence shall pay 50% of the fee they are currently paying on their primary residential lot for each contiguous lot. For those who own partial lots, landowner will pay ½ of the fee of their percentage of ownership for each partial lot.

**9.05 Maintenance Fee Increases:** Annual maintenance fee increases greater than 10% of the current rate must be approved by a vote of the Members. Annual maintenance fees may only be increased once a year by the Board.

**9.051 Special Assessments:** Special assessments may be assessed before or after the association incurs the capital improvement costs. Special assessments require the majority approval of a quorum of Members at a properly noticed meeting.

**9.06 Capital Expenditures:** Capital expenditures require a majority approval of the Board.

## **ARTICLE TEN: CERTIFICATES OF MEMBERSHIP**

10.01 The Board may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the Present or Vice President and by the Secretary or Assistant Secretary and shall be sealed with the seal of the Association. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificates shall be entered on the records of the Association. If any certificate shall become lost or mutilated, a new certificate may be issued on such terms and conditions as this Board may determine.

## **ARTICLE ELEVEN: BOOKS AND RECORDS**

11.01 **Records:** The Association shall keep (1) correct and complete financial books and records of account, (2) a record of each annual, quarterly, regular, or special meeting in the form of written minutes of the meeting, (3) a record of all Association committees, and (4) a complete list of members entitled to vote.

11.02 **Document Retention:** A Document Retention Resolution was filed with the Montgomery County Clerk's office on March 14, 2012. These Bylaws supersede that resolution.

- (1) Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
- (2) Association Documents shall be retained for the duration listed below:
  - (A) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently; and
  - (B) Financial books and records, including annual budgets, monthly financial statements and bank statements, shall be retained for seven (7) years

- (i.e., the September 30, 2011 financial statements shall be retained until September 30, 2018); and
- (C) Account records of current owners shall be retained for five (5) years (i.e., payment and adjustment; records on all owner's accounts with a transaction date of October 1, 2013 will be retained until October 1, 2018 subject to section (d) below; and
  - (D) Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - (E) Minutes of the meetings of the owners and the Board shall be retained for seven (7) years (i.e., the minutes from September 2015 meeting would be kept through September 2022); and
  - (F) Tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (i.e., a tax return for the calendar year 2014 shall be retained until December 31, 2021); and
  - (G) Decision of the Association's Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained permanently.
- (3) Any documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board or its attorney.
- (4) Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

11.03 Open Records: A Records Production and Copying Policy was filed with the Montgomery County Clerk's Office on March 14, 2012. These Bylaws supersede that policy.

- (1) Association Records shall be available to every owner in compliance with the Texas Property Code and the Texas Business Organization Code. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
- (2) An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - (A) Be sent by certified mail to the Association's address as reflected in the County public records; and
  - (B) Contain sufficient detail to identify the specific Records being requested; and
  - (C) Indicate whether the owner would like to inspect the Records before possibly obtaining copies or if the specified Records should be copied and forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (i) Format: electronic files, compact disk or paper copies

- (iii) Delivery method: email, certified mail or pick up
- (3) Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - (A) The requested Records, if copies were requested and any required advanced payment had been made; or
  - (B) A written notice that the Records are available and offer dates and times when Records may be inspected by the owner during normal business hours at the Association's office; or
  - (C) A written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - (D) A written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - (E) A written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
- (4) The following Association Records are not available for inspection by owners or their proxies:
  - (A) The financial records associated with an individual owner; and
  - (B) Deed restriction violation details for an individual owner; and
  - (C) Personal information, including contact information other than an address for an individual owner; and
  - (D) Attorney files and records in the possession of the attorney; and
  - (E) Attorney-client privileged information in the possession of the Association.
- (5) Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to a paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
- (6) If an owner inspecting Records requests copies of particular or specific Records during inspection, the Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment or costs, whichever is later.
- (7) The owner is responsible for all costs associated with the request under this Policy, including, but not limited to, copies, postage, supplies, labor and overhead. The Association will use the Office of the Attorney General Cost of Copies of Public Information Charges.
- (8) Any cost associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

- (9) On a case by case basis where an owner request for Records is deemed to be minimal, the Association reserves the right to waive notice under Subsection 2 of this Section and/or fees under Subsection 4 of this Section.

#### **ARTICLE TWELVE: FISCAL YEAR**

12.01 The fiscal year of the Association shall begin on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each year.

#### **ARTICLE THIRTEEN: WAIVER OF NOTICE**

13.01 Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or the Texas Property Code as the same applies to non-profit corporations or property owner associations, or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE FOURTEEN: AMENDMENT OF BYLAWS**

14.01 These Bylaws may be amended, altered, or repealed and new bylaws may be adopted by a majority vote of the Board at any regular or special meeting, if notice of the intent to amend, alter, or repeal and replace said Bylaws is given to the members pursuant to Article 4.5 above.

#### **ARTICLE FIFTEEN: PURPOSE**

15.01 The Association is formed for the express purpose of interpreting and enforcing the restrictions and covenants covering the Subdivision. Subject to the limitations set out in Texas Property Code §209 "Texas Residential Property Owners Protection Act", the Association shall have all of the powers of a property owners' association and all of the powers of a non-profit corporation organized and operating in the State of Texas, including the following powers, duties, and functions:

- (1) Collect and expend, in the interest of all lots subject to the jurisdiction of said Association as a whole, the maintenance charges hereinafter established, created, and levied;
- (2) Interpret and enforce the restrictions and covenants of Westwood Subdivisions One, Two, Three, and Four, and of any and all other Westwood additions made subject to the jurisdiction of the Association by appropriate proceedings, provided, however, that the power to enforce said restrictions and covenants is not intended and shall not be exclusive and may be exercised by any other person(s) vested with the right to enforce such restrictions and covenants;
- (3) Enforce any lien imposed on any lot subject to secure the payment of the maintenance charges hereinafter levied upon the default in payment of same;

- (4) Approve or reject plans and specifications and to issue building permits for improvements to be erected upon any lot subject to the jurisdiction of the Association.

The foregoing functions shall be conducted by the Board of the Association with the membership's power being limited to electing and removing members of the Board.

15.015 Resolution Regarding Fines: A Resolution Regarding Fines was filed with the Montgomery County Clerk's office on April 4, 2013. These Bylaws supersede that resolution.

**Rules, Regulations, and Policy Regarding Fines:**

- (1) A violation of the Deed Restrictions will result in a friendly reminder, warning and a fine, or a series of fines if the violation continues;
- (2) Before a fine is assessed and levied, a homeowner will be sent a letter by Certified Mail/Return Receipt Requested and First Class Mail advising them they will have thirty (30) days from the postmark of the letter to request a hearing before the Board and either (a) cure the violation, or (b) establish an agreed plan to cure the violation with management;
- (3) If a hearing is not requested within thirty (30) days and/or the violation is not cured, a fine of \$50.00 will be assessed to the homeowner's account for each violation;
- (4) Fines will continue to be assessed and levied every thirty (30) days in incremental amounts of \$50 until corrective action has been taken to the satisfaction of the Board and/or management. The fines will be cumulative in nature. At ninety (90) days, if corrective action has not been taken to the satisfaction of the Board and/or management, a lien will be filed against the homeowner.
- (5) Warnings and Fines may be triggered by the following:
  - (a) Violations reported to the Association by an owner and confirmed by a member of the Board;
  - (b) Violations observed independently by the Association and confirmed by a member of the Board;
  - (c) Violations reported by a member of the Board and confirmed by another member of the Board.
- (6) All friendly reminders, warnings and fines may be appealed by filing a written request to the Board to be heard at a regular or special meeting called within thirty (30) days of the notice.

15.02 The Association shall never provide support for, or lend facilities, services, or monies to, any political campaign or political activity, except for use as an official polling facility for government elections.



**EXECUTED** on this the 10th day of August, 2018.

**WESTWOOD LANDOWNERS ASSOCIATION, INC.**

BY: *Patrick A Troy*

Printed Name: PATRICK A. TROY

Title: President

**BEFORE ME**, the undersigned Notary Public, on the 10th day of August, 2018, personally appeared Pat Troy, who stated that he is the President for the above-named Association, known to me to be the person whose name is subscribed to the foregoing instrument and **acknowledged** to me that he executed the same for the purposes and consideration therein expressed.



*Cheryl Hailes*  
Notary Public – State of Texas

After recording return to:

**Westwood Landowners Association, Inc.**

✓ **406 Mackintosh Drive**

**Magnolia, TX 77354**

FILED FOR RECORD  
08/10/2018 02:24PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in the file number  
sequence on the date and time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

08/10/2018



County Clerk  
Montgomery County, Texas