



**SCANNED**

**AMENDED  
BYLAWS OF  
WOODLAND HILLS NORTH  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
Definitions**

**Section 1.** "Association" shall mean and refer to Woodland Hills North Homeowners Association, Inc., a non-profit corporation organized and existing under the Texas Non-Profit Act.

**Section 2.** "Board of Directors" shall mean and refer to those individuals who shall collectively manage the business affairs of the association pursuant to Article VI hereof.

**Section 3.** "Common Property" shall mean all of the real property together with improvements thereon described in Exhibit "A" attached hereto and made a part hereof for all purposes and established for use as Common Property, as well as any other properties owned from time to time by the Association, whether real, personal or mixed.

**Section 4.** "Development" shall mean and refer to the existing real property in Bexar County, Texas, as defined in the restrictions.

**Section 5.** "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.

**Section 6.** "Lot" shall mean and refer to each of the seventy-nine (79) lots in the Development intended as, and constituting the building site for one (1) residential home for individual use and ownership, and includes both the parcel of land and the residential house and improvements under construction or to be constructed.

**Section 7.** "Members" shall mean and refer to all of those owners of the fee simple title to any Lot who are members of the Association as provided in Article III hereof, if any.

**Section 8.** "Owner or Homeowner" shall mean and refer to the legal owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the Development but shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 9.** "Restrictions" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions of Woodland Hills North Subdivision executed and recorded under Volume 6561, Page 1688 in the Official Public Records of Real Property of Bexar County, Texas.



**Section 10.** "Subdivision" shall mean and refer to that certain real property lying within Woodland Hills North Subdivision as depicted on Subdivisions plats recorded in Volume 9532, Page 191 of the Records of Plats of Bexar County, Texas and such adjacent lands thereto that may from time to time be added and hereafter brought within the jurisdiction of the Association.

## **ARTICLE II**

### **Location**

The Principle office mailing address of the Association shall be 27943 Copper Crest, San Antonio, Texas 78260; provided, however, that the Board of Directors shall have power to change the location of the principal office in their discretion.

## **ARTICLE III**

### **Membership**

Any person or person's on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a Member of this Association and be subject to these by-laws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of any obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Subdivision during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the Covenants and obligations incident thereto.

## **ARTICLE IV**

### **Property Rights and Rights of Enjoyment of Common Property**

**Section 1.** Each Homeowner shall be entitled to the use and enjoyment of the Common Property, subject to the Restrictions and any rules and regulations governing the use of the Common Property.

**Section 2.** Any Homeowner may delegate his right of enjoyment in the Common Property to the members of his or her family who reside in the Development and such guests as are allowed by the rules and regulations to be promulgated pursuant to the Restrictions. Such Homeowner shall notify the Secretary in writing of the name of any such person and the relationship of the Homeowner to such person. The rights and privileges of such person are subject to suspension to the same extent as those of the Homeowner.

## **ARTICLE V**

### **Association Purposes and Power**

**Section 1.** The purposes for which the Association is organized are as follows:

- (a) To promote the health, safety, and welfare of the residents and owners of property within the Development in accordance with the Restrictions and/or any amendments thereto.
- (b) To the extent authorized by the Restrictions, to compute, assess, collect and enforce the payment of regular and special maintenance charges to which the property within the Development is subjected or may be hereby and/or under or by virtue of the Restrictions and/or any amendments thereto.
- (c) To operate, maintain, supervise and protect all areas and facilities utilized by, owned by or conveyed to the Association from time to time for the common use of the Homeowners, and to install or construct and maintain improvements upon such areas and facilities.
- (d) To the extent authorized by the Restrictions, to approve or disapprove plans, specifications, and elevations for any building, structure or improvement and for any structural alterations or additions, or other alterations or additions affecting exterior appearance, in or to any building, fence, structure or other improvement within the Development, and to establish design & construction criteria and requirements in connection therewith.
- (e) To exercise and perform any and all other rights, powers, duties and remedies granted to or imposed upon the Association by the Restrictions, by any easements granted to the Association, or by any other instruction granted to or for the benefit of the Association.
- (f) To the extent consistent with the Restrictions, to do or cause to be done all things and acts permitted by the laws of the State of Texas incident to, necessary, proper or advisable to carry out the purposes for which non-profit corporations may be formed and have all powers enumerated in Article 1396-2.02 of the Texas Revised Civil Statutes, as amended.

## **ARTICLE VI**

### **Board of Directors**

**Section 1.** The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are allowed by statute, the Articles of Incorporation, these Bylaws or the Restrictions directed or required to be exercised or done by the Members if any.

**Section 2.** Notwithstanding anything to the contrary contained in any provision of these Bylaws, the Association shall act through a Board of Directors which shall have a minimum of five (5) members and a maximum of eleven (11) members to be designated by the Association at its annual meeting commencing on the second (2<sup>nd</sup>) Saturday in November, beginning in 1997, which shall manage the affairs of the Association. Each initial Director shall serve until such time of his or her resignation, expiration of term, or retirement. Any vacancy, for whatever cause, occurring in the Board of Directors shall be filled by appointment made by a majority of the then

remaining Directors. The person appointed by the majority of the remaining directors to fill such vacancy shall serve until such time as his or her resignation, expiration of term, or retirement. Notwithstanding anything contained herein to the contrary, effective the second (2<sup>nd</sup>) Saturday in November 1997, one third (1/3) of the members of the Board of Directors shall be elected by a majority of those present to vote for a one year term, one third (1/3) for two (2) year terms and one third (1/3) for three year terms. Commencing at the Association's annual meeting on the second (2<sup>nd</sup>) Saturday of November 1998, and continuing at each annual meeting of the association thereafter. The members of the Board of Directors whose terms have expired as of such meeting date(s) may be reelected by a majority of those present to vote for a term of three (3) years.

## **ARTICLE VII**

### **Meetings of the Board of Directors**

**Section 1.** The Directors of the Association shall hold their meetings, both regular & special, within the State of Texas.

**Section 2.** All meetings of the Board of Directors shall be held as determined by the Board of Directors. If the day for the annual meeting of the Directors shall fall upon a Holiday, the meeting may be held at the same hour on the first Saturday following that which is not a holiday, at the designation of the Board of Directors. The first meeting of each newly constituted Board of Directors shall be held without further notice.

**Section 3.** Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

**Section 4.** Special meetings of the Board of Directors may be called by the President on three (3) day's notice to each Director, either personally, by phone or by mail; special meetings shall be called by the President or Secretary in like manner and on like notices on the written request of two (2) Directors. Except as may be otherwise expressly provided for by Texas law, the Articles of Incorporation, these Bylaws or the Restrictions. Neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

**Section 5.** At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors, when present, at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by stature, the Restrictions, Article of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

## **ARTICLE VIII**

### **Committees and Management Agents**

**Section 1.** The Board of Directors May, by resolution passed by a majority of the entire board, designate one or more committees, to consist of two or more of the Directors of the Association. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Association, except where action of the full Board of Directors is required by statute, the Restrictions or the Articles of Incorporation.

**Section 2.** Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated and appointed by a majority of the Directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but no be, limited Directors.

**Section 3.** All committees shall keep regular minutes of their proceedings and shall report the same to the Board of Directors when required.

**Section 4.** The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may employ as management agent, a qualified and licensed property management company or individual, provided that the compensation to the company or individual shall not exceed the fair market rate for such services.

## **ARTICLE IX**

### **Officers**

**Section 1.** The officers of the Association shall be elected by the Directors and shall have a President, a Vice President, A Secretary, and a Treasurer. The Board of Directors may also choose more than one Vice President. Any two or more offices may be held by the same person except that the offices of the President & Secretary shall not be held by the same person.

**Section 2.** The Board of Directors at its first meeting following the annual meeting of the Association and thereafter at the first meeting following the annual meeting of the Association shall choose a President, a Vice president, a Secretary, and a Treasurer, any one or all of whom may be members of the Board. The Board of Directors may also elect such assistant Vice President, assistant Secretaries and assistant Treasurers as it may determine.

**Section 3.** The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

**Section 4.** The Salaries (if any) of all officers and agents of the Association shall be fixed by the Board of Directors.

**Section 5.** Each officer of the Association shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead, or until his resignation or removal from office. Any officer or agent elected or appointed may be removed from office at any time by the affirmative vote of a majority of the entire Board of Directors, but such removal shall be without prejudice to the contract rights if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

**Section 6.** The President shall be the Chief Executive Officer of the Association. The President shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such duties as the Board of Directors shall prescribe.

**Section 7.** Each Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him.

**Section 8.** The Secretary shall attend all sessions of the Board of Directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He, or she shall give, or cause to be given, notice of all regular and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he or she shall be. Each assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to them.

**Section 9.** The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors he or she shall give the Association a bond in such form, in such sum, and with sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association. Each Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.

## **ARTICLE X**

### **Notices**

**Section 1.** Whenever under the provisions of the statute, the Articles of Incorporation, these Bylaws or the Restrictions, notice is required to be given to any Director, and no provision is made as to how such notice shall be given, it shall not be construed to mean

personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member as such address as appears on the records of the Association. Any notice required or permitted to be given by mail shall be deemed to be given at the same time is deposited in the United States mail as aforesaid.

Section 2. Whenever any notice is required to be given to any Director of the Association under the provisions of any applicable statute, the Articles of Incorporation, these Bylaws or the restrictions, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XI**

### **Miscellaneous; Fiscal Matters**

Section 1. Dividends. No dividends shall be paid and no part of the income of the Association shall be disbursed to its Directors or officers. The Association may pay compensation in a reasonable amount to its officers for services rendered, but only as permitted by the applicable statutes.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by the Treasurer and at least one (1) other such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal year. The fiscal year of the Association shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup> beginning in the year of 1998 and every year thereafter by the resolution of the Board of Directors.

Section 4. Seal. The corporate seal shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 5. Indemnification. The Association shall indemnify any Director, officer, or employee of the Association, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgements in connection with any action, suit or proceedings, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs and expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be judged in such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under any Bylaw, agreement or otherwise. The Board of Directors shall maintain officer and director liability insurance in an amount and with an insurance carrier as designated by the Board of Directors.

## **ARTICLE XII**

### **Maintenance Assessments**

**Section 1. Personal Obligations of Assessments.** Each Owner of any lot within the Development by acceptance of a deed thereof, whether or not it shall have been or shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (1) regular and annual maintenance assessments or charges as provided in the Restrictions; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as provided in the Restrictions and these Bylaws. The maintenance charge and special assessments, together with such interest thereon as provided in these Bylaws shall be a charge on the land and shall be a continuing lien upon the property against which each such charge or assessment is made. Each such charge or assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

**Section 2. Use of Maintenance Fund.** The Maintenance Charges collected by the Board of Directors shall be paid into the Maintenance Fund to be held and used for the benefit of the Development including, but not limited to the following purposes: (a) promoting the recreation, health, safety and welfare of the residents in the Development and in particular for the improvement and maintenance of the Development, the Common Property and services and facilities relating to the use and enjoyment thereof and of the houses or structures situated thereon. Assessments shall include, but not limited to funds to cover actual Association costs for all taxes, insurance, repair, replacement and maintenance of the Common Property; and the cost of other facilities and service activities including but not limited to, payment of real and personal ad valorem taxes, mowing grass, caring for the grounds, and other charges required by these Restrictions or that the Board of Directors of the Association shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, taxes, maintenance, and other charges as specified herein; (b) Maintenance of the entrance features for the Development; (c) the enforcement of the provisions of the Restrictions; (d) reasonable compensation and reimbursement to the Association with respect to services performed by the Association incident to its duties under the Restrictions; and (e) generally for doing any other thing, necessary or desirable in the reasonable judgement of the Association, to maintain or improve the Development and the quality of life of the residents in the Development. The use of the maintenance Fund for any of the foregoing purposes shall be permissible, and the decision of the Board of Directors with respect thereto shall final and conclusive, so long as made in good faith.

**Section 3. Special Assessments.** Special Assessments shall be levied by the Board of Directors in the event that the regular monthly annual maintenance charges are insufficient to pay the cost of necessary reconstruction and repair or replacement of capital improvements comprising the Common Property, including, without limitation, those of an emergency nature with respect to the streets in the Development.

**Section 4. Duties of the Board of Directors.** The Board of Directors shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare

a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection upon reasonable notice by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand, at any time furnish to any Owner liable for said assessment, a Certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 5.** Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the Assessments (monthly or annual) are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as is hereinafter provided, thereupon become a continuing lien upon the property which shall bind the property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. In the event the Owner of any Lot shall fail to pay his assessments on the date when due, then such Owner's right to use the Common Property shall be suspended; Provided that such right to use the Common Property shall be automatically restored upon the payment of the delinquent charges including interest and costs of collection, if any.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency until paid at the maximum rate permitted by laws of the State of Texas and the Association may bring an action at law against the Owner personally obligated to pay the same or may proceed to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above-provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**Section 6.** Exempt Property. The following property shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public use; (b) all Common Property as defined in Article I, Section 3 hereof; and (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

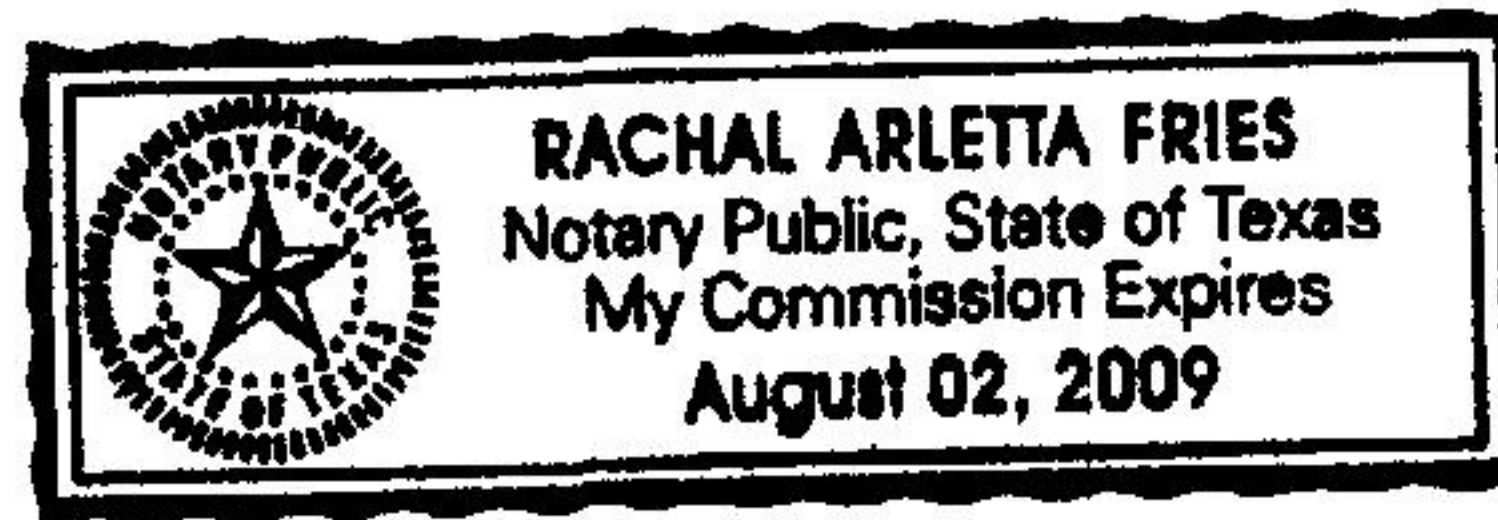
## **ARTICLE XIII**

### **Charges**

**Section 1.** The Board of Directors shall compute, assess, collect and enforce the payment of all charges to which the Development is subject or may be subjected under or by virtue of the restrictions and these Bylaws.


**Section 2.** The Board of Directors may levy fines for each occurrence of a violation of the Restrictions or other governing documents and for each day that a violation persists after notice and hearing in accordance with applicable law, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the Restrictions or other governing documents.





THE STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

Before me, the undersigned authority, on this 14<sup>th</sup> day of August 2007, personally appeared Kathryn Comfort Secretary of WOODLAND HILLS NORTH ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

  
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Notary Public, State of Texas

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

AUG 23 2007



  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20070201024 Fees: \$56.00  
08/23/2007 10:27AM # Pages 11  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK