

CODIFICATION OF BY-LAWS OF THE WOODLANDS ASSOCIATION, INC.

These By-Laws of The Woodlands Association, Inc. codify and supersede, as of November 30, 1988, the previously adopted instruments which are more fully described in Section 6 of Article IX of the By-Laws. This Title Page and the immediately following Index Pages are provided only for convenience and ease of reference; and they are neither intended nor should they, in any manner, be construed to be a part of the By-Laws of the Association.

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THE WOODLANDS ASSOCIATION, INC.

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**CODIFICATION OF
BY-LAWS OF
THE WOODLANDS ASSOCIATION, INC.**

ARTICLE I - GENERAL PROVISIONS

Section 1. Name. The name of this Association shall be **THE WOODLANDS ASSOCIATION, INC.**

Section 2. Governing Statutes and Documents. The Articles of Incorporation of The Woodlands Association, Inc., as they may be amended from time to time, (hereinafter the "Articles"), the Georgia Non-Profit Corporation Code; the Declaration of Covenants, Conditions, Easements and Restrictions for The Woodlands, as they may be amended from time to time and as recorded in the office of the Clerk of the Superior Court of DeKalb County, Georgia, (herein- after the "Declaration"); Plats of Survey for The Woodlands, under and with respect to the Declaration, now and hereafter recorded in the office of the Clerk of the Superior Court of DeKalb County, Georgia (hereinafter the "Plats of Survey"); and these By-Laws shall constitute the governing documents of The Woodlands Association, Inc. (hereinafter the "Association"). The Declaration is incorporated herein by reference; and all of the covenants, rights, privileges, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws.

Section 3. Application. All of the present or future Owners, tenants, their guests and invitees, or any other person who might use or occupy a Lot, the Common Elements or any part of The Woodlands shall be subject to the rules, restrictions, terms and conditions contained in the Articles, the Declaration, the Plats of Survey and these By-Laws.

ARTICLE II - MEMBERSHIP

Section 1. Membership. The membership of this Association shall be limited to record Owners of Lots located within The Woodlands, pursuant to the terms and conditions contained in the Declaration. The foregoing is not intended to include people who hold an interest in a Lot merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership Voting Rights. During any period in **which** a Member shall be in default in payment of any assessment levied by the Association, the voting rights and right to use the Common Elements, of such Member may be suspended by the Board of Directors of the Association until such assessment has been paid. Such rights of a Member may also be suspended, for a period not to exceed thirty (30) days, for violation of any Rules and Regulations established by the Board of Directors of the Association governing the use of the Common Elements.

ARTICLE III - PURPOSE OF THE ASSOCIATION

Section 1. Purpose. The purpose of the Association is to promote the recreation, health, safety, welfare, benefit and enjoyment of the Owners of Lots within the community known as "The Woodlands" located in DeKalb County, Georgia, under and pursuant to the provisions of the Declaration as presently constituted or as it may, from time to time, be amended. In addition to, but not in limitation of, the general powers conferred by law, but subject to the provisions of the Declaration, the Association shall have the power to own, acquire, construct, operate and maintain the Common Elements as defined and described in the Declaration; to maintain unkempt lands, trees, shrubbery, flowers or other vegetation; to own and operate water, sewer and other utility services; to fix and collect assessments to be levied against and with respect to Lots and the Owners thereof as provided in said Declaration; to enforce any and all covenants and

restrictions applicable to The Woodlands, to acquire, convey and manage properties of every kind and description, whether real or personal; to borrow money, issue bonds, promissory notes and other obligations and evidences of indebtedness and to secure the same by mortgage, deed, security deed, pledge or otherwise; and, insofar as is permitted by law, to do any other thing that, in the opinion of the Board of Directors of the Association, will promote, directly or indirectly, the recreation, health, safety, welfare, benefit and enjoyment of the residents of The Woodlands; enhance, preserve and maintain property values of The Woodlands; and be necessary, proper, useful or incidental to the carrying out of the functions for which the Association is organized.

Section 2. Dedication. The Association is irrevocably dedicated to and operated exclusively for non-profit purposes. The Association shall have no stock or stockholders. No part of the activities of the Association shall be for carrying on of propaganda, or otherwise attempting to influence legislation; and the Association shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE V - MEETING OF MEMBERS

Section 1. Place of Meeting. Membership meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors of the Association in the notice thereof, or at such other place as may be agreed upon by a majority of the Membership entitled to vote thereon and designated in the notice thereof.

Section 2. Annual Meeting. Annual meetings of the Association shall be held at such time and date as may be determined and set annually by the Board of Directors of the Association and designated by it in the notice of annual meeting; provided, however, that the annual meeting date shall not be more than sixty (60) days following the end of the preceding fiscal year of the Association.

Section 3. Special Meetings. The President of the Association shall be required to call a special meeting of the Members as directed by Resolution of the Board of Directors of the Association, or upon a petition signed by one-third (1/3) of the Owners presented to the Secretary of the Association. The call of a special meeting shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice of meeting may be transacted at a special meeting.

Section 4. Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Lot Owner/Member of record at least fifteen (15) but not more than thirty (30) days prior to such meeting. Notice shall be deemed given when delivered in person or when deposited in the u.s. Mail, postage prepaid, addressed to the Lot Owner at his mailing address as it appears on the books of the Association. Any Member may waive notice of the meeting by doing so in writing before, at or after the meeting.

Section 5. Order of Business. The order of business at all annual meetings shall be as follows:

- a. Roll call
- b. Proof of notice of meeting or **waiver** of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of election.
- g. Election of directors.
- h. Old or unfinished business.
- i. New business.

Section 6. Quorum. At all meetings, annual or special, the presence, in person or by proxy, of Members having at least fifty-one percent (51%) of the total authorized votes in accordance with the Articles and the Declaration shall constitute a quorum.

Section 7. Voting. The Association shall have one class of voting Membership which consists of all Members. When entitled to vote, Members shall be entitled to cast a single vote for each Lot owned. When more than one person is the Owner of a Lot, the vote for such Lot shall be exercised as the Owners among themselves determine. The acts approved by a majority of the votes entitled to be cast by those present, in person or by proxy, at a meeting at which a quorum of votes is represented shall constitute the acts of and be binding upon the Members, except where approval by a greater number of Members shall be required by the Articles, the Declaration or these By-Laws.

Section 8. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

Section 9. Adjourned Meetings. If any meeting cannot be organized because a quorum is not in attendance, the Members present, in person or by proxy, may adjourn the meeting from time to time until a quorum can be obtained; or another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the initial meeting.

Section 10. Parliamentary Authority. Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors of the Association or of the Members of the Association shall be governed by Roberts' Rules of Order, latest edition.

ARTICLE V - BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE, POWERS AND DUTIES

Section 1. Number. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons all of whom must be always either a resident or Owner of a Lot within The Woodlands during their service as Directors of the Association.

Section 2. Term. The term of office for a Director of the Association shall be three (3) years, and Directors shall hold office until their successors have been elected and qualified to serve; except that the Directors first elected upon this Section becoming effective shall hold office until their successors have been elected at the annual meetings in the years hereinafter stated and qualified to serve: one Director with term expiring in 1988; one Director with term expiring in 1989; two Directors with terms expiring in 1990; and one Director with term expiring in 1991. No Director shall be re-elected to a consecutive term of office.

Section 3. Vacancies. Vacancies on the Board of Directors caused by any reason, other than removal of a Director or Directors by a vote of the Association as hereinafter provided in Section 6 of this Article v, shall be filled by appointment by the remaining Directors, even though the number of remaining Directors may constitute less than a quorum; each Director so appointed shall serve temporarily until the next annual meeting when the seat or seats on the Board of Directors shall be filled through election by the Members of the Association as provided in Section 5, 6, and 7 of Article IV. It shall be the duty of the Secretary of the Association to notify all Members of vacancies on the Board of Directors and request volunteers to fill the seat or seats before any appointment to the Board of Directors. The results of the election by the Board of Directors to fill a vacant seat or seats, including the candidates considered and the vote totals for each candidate, shall be communicated by the Secretary of the Association to all members within (15) days of an appointment to the Board.

Section 4. Compensation. No Director or officer of the Association shall receive any fee or compensation for service performed by him/her unless such fee or compensation is first fixed by a resolution adopted by a majority of the Members of the Association.

Section 5. Indemnity. Each Director and each officer of the Association shall be held harmless from expense, loss or liability by reason of having served as such Director or officer and shall be indemnified by all Owners of Lots located within The Woodlands (as a common expense) against all expenses and liabilities, including reasonable attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a part, or have become involved in, by reason of being a Director or officer, whether or not he/she is a Director or officer at the time such expenses or liability arises; however, no Director or officer shall be indemnified for any expenses or liability in which he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

Section 6. Resignation and Removal of Directors. At any annual meeting of the Association or at a special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a vote of at least two-thirds (2/3) of the total authorized number of votes of the Membership of the Association; and a successor or successors may then and there be elected to serve for the unexpired term or terms of the Director or Directors so removed; however, if, at the meeting of Members of the Association at **which** one or more Directors are removed, no successor or successors are elected to serve for the unexpired term or terms of the Director or Directors removed, such vacancy or vacancies on the Board of Directors shall be filled in the manner provided in Section 3 of this Article V. Any Director may resign at any time by giving written notice to the Association, to the President of the Association or to the Secretary of the Association. Such resignation shall take effect on the date of receipt of such notice by the Association or its President or Secretary or at any later time specified therein; and, unless otherwise specified in such notice, formal acceptance of such resignation shall not be necessary to make it effective. Vacancies on the Board of Directors caused by resignation shall be filled in the manner provided in Section 3 of this Article v.

Section 7. Powers. The Board of Directors shall have duties and powers necessary to administer the affairs of the Association and to do all things on behalf of the Association as are not by law or by the Articles, the Declaration or these By-Laws directed to be done otherwise. Such duties and powers shall include, but shall not necessarily be limited to, the performance of the following functions:

- a. To enforce the provisions of the Declaration, these By-Laws and any Rules and Regulations promulgated with respect to governing The Woodlands.
- b. To levy and collect assessments and charges against Lots and Lot Owners as provided in the Declaration.
- c. To authorize disbursement from the common expense fund for expenditures covering common expenses, which shall include, but shall not necessarily be limited to, the following items:
 1. Casualty and liability insurance for the Association and its properties as provided in the Declaration.
 2. Workmen's Compensation Insurance to the extent necessary to comply **with** any applicable law.
 3. The services of a person or firm to manage the affairs of the Association (sometimes hereinafter the "Manager") to the extent deemed advisable by the Board of Directors, as well as such other personnel as the Board of Directors shall determine may be necessary or proper for the operation of the Association and its properties and functions, whether such personnel are employed by directly by the Board of Directors or are furnished by the Manager.
 4. Legal and accounting services necessary or proper in the operation of the Association or the enforce- ment of the provisions of the Declaration.
 5. Any fidelity bond for the Manager or such other persons as may be designated by the Board of Directors.

6. Painting, maintenance, repair, replacement and all landscaping of the Common Elements, and such furnishings, fixtures and equipment therefor as the Board of Directors shall determine are necessary and proper; and the Board of Directors shall have the exclusive right and duty to acquire the same for the Common Elements.
 7. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or to pay for pursuant to the terms of the Declaration or these By-Laws, or which in the opinion of the Board of Directors shall be necessary or proper for the operation of the Common Elements or for the enforcement of the provisions of the Declaration.
 8. Maintenance or repair of any Lot, if such repair is reasonably necessary, in the sole discretion of the Board of Directors, to protect the Common Elements or to preserve the appearance or value of The Woodlands, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair, provided that the Board of Directors shall make a reasonable effort, as provided in the Declaration, to obtain reimbursement therefor from the Owner or Owners of any such Lot in respect to which such maintenance or repair is performed.
- d. Subject to the provisions of the Declaration, the Board of Directors shall have the right to acquire, own, operate, lease, manage, sell and otherwise dispose of real and personal property, including Lots, as may be necessary or convenient in the operation and management of The Woodlands, and in accomplishing the purposes set forth in the Declaration.
 - e. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund. This provision shall not be construed to prohibit the Board of Directors from delegating such authority to any officer or agent (including the Manager) of the Association as it deems proper.
 - f. The Board of Directors shall have the exclusive right to adopt and publish Rules and Regulations governing the use of the Common Elements and the personal conduct of the Members and their tenants, guests and invitees thereon, and to establish penalties for the infraction thereof.
 - g. The Board shall possess and may exercise for the Association all powers, duties and authority vested in or delegated to the Association not reserved to the Membership by other provisions of these By-Laws or the Declaration.
 - h. The Board of Directors may declare the seat of a member of the Board of Directors to be vacant in the event such member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors.
 - i. The Board of Directors may enter into management agreements or other contracts for the Association with third parties, to provide for the maintenance, repair, replacement and operation of the Common Elements, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of such management agreements or other contracts shall be as determined by the Board of Directors to be in the best interests of the Association and shall be subject in all respects to the provisions of these By-Laws and the Declaration.

Section 8. Duties. The Board of Directors shall have the following duties:

- To cause to be maintained records of the actions of the Board of Directors and of the meetings of the Association; financial records and books of account of the Association, maintained in accordance **with** generally accepted accounting principles applicable to organizations of the type

and character of the Association, and an account applicable to each Lot which shall contain the amount of each assessment and charges thereon, the dates **when** due, the amounts paid thereon and the balance due; copies of the Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations promulgated by the Board of Directors, **which** documents or instruments **will** be available for inspection during reasonable business hours by Lot Owners and their agents.

- To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
- As more fully provided in the Declaration, (1) to fix the amounts of annual assessments and special assessment, if any, against each Lot and Lot Owner; and (2) to deliver, in person or by U. S. Mail, postage prepaid, written notice of each annual assessment to every Member subject thereto at least thirty (30) days in advance of each annual assessment period.
- To issue or cause its duly authorized agent or an appropriate officer of the Association to issue, upon demand by a Member or any person or entity authorized by the Member making a request therefor a certificate setting forth whether the assessments on such Lot owned by the Member have been paid. A reasonable charge, not to exceed Ten and No/100 Dollars (\$10.00), may be made by the Board of Directors for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid or other status thereof in the case of unpaid and outstanding assessments and other charges.
- To procure and maintain insurance and perform all functions related thereto as provided for and in accordance **with** the terms of the Declaration.
- To cause all Directors, officers, agents, and employees (including the Manager, if any) to have fiscal responsibilities to be bonded, as it may deem appropriate.
- To cause the Common Elements to be maintained.

ARTICLE VI – MEETINGS OF DIRECTORS

Section 1. Organization Meeting. The first meeting of a newly elected Board of Directors, or Director or Directors elected to replace a Director or Directors whose term or terms of office have expired, following the meeting of Members of the Association at which such Directors were elected, shall be held within ten (10) days of election at such place and such time as shall be fixed by the Board of Directors at said meeting at which such Directors were elected; and no notice shall be necessary to the members of the Board of Directors in order to legally constitute such first meeting; provided, however, a majority of the members of the Board of Directors shall be present at such first meeting in order to constitute a quorum for the transaction of business as provided in Section 5 of this Article VI.

Section 2. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors; but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least five (5) days prior to the date scheduled for such meeting; and said notice shall state the time and place such meeting is to be held.

Section 3. Special Meeting. Special meetings of the Board of Directors may be called by the President of the Association on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the date, time and place and purpose or purposes of such special meeting. Special meetings of the Board of Directors shall be called by the President or the Secretary of the Association in like manner and on like notice upon the written request of at least two (2) members of the Board of Directors.

Section 4. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting; and such waiver shall be equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the meeting and the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be deemed to have been required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Action Taken Without a Meeting The Board of Directors shall have the right to take any action in the absence of a meeting which could have been taken at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same full force and effect as though taken at a meeting of the Board of Directors.

ARTICLE VII - OFFICERS: SELECTION, TERM OF OFFICE AND DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and a Vice President, both of whom shall always during their term of office be members of the Board of Directors, and a Secretary and a Treasurer and such other officers as the Board of Directors may from time to time create. All officers of the Association shall be always a resident or Owner of a Lot within The Woodlands during their service as an officer of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting, as described in Section 1 of Article VI of these By-Laws, of the Board of Directors following each annual meeting of Members of the Association.

Section 3. Term. The officers of the Association shall be elected annually by the Board of Directors. The term of office for an officer of the Association shall be one (1) year, and the officers shall hold office until their successors have been elected and qualified.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require and as such offices shall have been created by resolution of the Board of Directors under the provisions of Section 1 of this Article VII; and each such officer shall hold office for such period, not to exceed one (1) year as prescribed by Section 3 of this Article VII, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer of the Association may be removed from office with or without cause by the Board of Directors. Any officer of the Association may resign at any time by giving written notice to the Board of Directors or to the President or the Secretary of the Association. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. Vacancies in an office of the Association shall be filled by election by the Board of Directors; each officer so elected shall serve for the unexpired term of the office vacated.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 8. Duties. The duties of the Officers of the Association are as follows:

- a) **President.** The President of the Association shall, at all times that he shall hold the office of President, be a member of the Board of Directors of the Association; and he shall be Chairman of the Board of Directors. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall, in general, manage, supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Members of the Association. He may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any contracts, deeds, security deeds, mortgages, bonds, policies of insurance or other instruments **which** the Board of Directors has authorized to be executed, except in cases where the signing or the execution thereof shall be expressly delegated by the Declaration, the By-Laws or the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties incident to the office of President and such other duties as may, from time to time, be prescribed, delegated or required by the Board of Directors.
- b) **Vice President.** The Vice President of the Association shall, at all times that he shall hold the office of Vice President, be a member of the Board of Directors. He shall act in the place and stead of the President of the Association in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may, from time to time, be prescribed, delegated or required by the Board of Directors.
- c) **Secretary.** The Secretary of the Association shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and all meetings of Members of the Association; shall keep appropriate current records showing the Members of the Association, together **with** their addresses; and shall perform such other duties prescribed by the provisions of the Declaration, these By-Laws and by law, and as may, from time to time, be prescribed or delegated by the Board of Directors.
- d) **Treasurer.** The Treasurer of the Association shall collect, receive and deposit all monies of the Association in accounts **with** depositories approved by resolution of the Board of Directors; shall make disbursements from said accounts **with** depositories in accordance **with** sound fiduciary principles and the annual budgetary guidelines and constraints approved by the Board of Directors or as directed by resolution of the Board of Directors; shall sign all checks, other orders of withdrawal of funds and promissory notes of the Association; shall keep and maintain books of account and prepare annual financial statements of the Association in accordance with generally accepted accounting principles applicable to organizations of the type and character of the Association; shall cause an annual examination of the financial statements of the Association to be made by a certified public accountant as of the close of business of each fiscal year of the Association; shall prepare annual financial statements as of the close of business of each fiscal year of the Association, submit same to the Board of Directors for review and approval and, following such review and approval, deliver a copy of said annual financial statements to the Members of the Association; shall prepare an annual budget and determination of the related annual assessment, in total and allocated to each Lot and Lot Owner to **which** and **whom** it is applicable, submit same to the Board of Directors for consideration and approval, and deliver a copy of the approved annual budget and annual assessment determination to the Members of the Association prior to the date specified in Section 8 of Article V of these By-Laws; and shall prepare and submit such other financial information as may, from time to time, be requested or required by the Board of Directors.

Section 9. Compensation. No officer of the Association shall receive any fee or compensation for services performed by him for or on behalf of the Association in the execution of the duties of his office unless such fee or compensation is first fixed by a resolution adopted by a majority of the Members of the Association.

ARTICLE VIII - OBLIGATIONS OF LOT OWNERS

Section 1. Assessments, Use Fees and Charges. All Lot Owners shall be obligated to pay assessments, use fees and other charges imposed by the Association pursuant to the provisions of the Declaration, and shall reimburse the Association for all costs incurred by the Association for maintenance done at the instance of the Association, but which is the responsibility of the Lot Owner.

Section 2. Conduct. All Lot Owners, their agents, guests, visitors and tenants, shall at all times observe the Rules and Regulations which may, from time to time, be established by the Board of Directors of the Association. Such Rules and Regulations shall be kept in the office of the Association as a matter of record, and a copy shall be furnished to any Lot Owner upon request.

ARTICLE IX – MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall end on June 30 of each year.

Section 2. Definitions. The definitions and terms as defined in and used in the Declaration shall have the same meaning in these By-Laws wherever and whenever used herein. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

Section 3. Conflicts. If there are conflicts or inconsistencies between or among the provisions of the laws of the State of Georgia, the Articles of Incorporation of the Association, the Declaration and these By-Laws, the provisions of the laws of the State of Georgia, the Articles of Incorporation and Declaration shall, in that order, prevail.

Section 4. Captions. The captions of each Article, Section and Sub-section hereof as to the contents of each Article, Section or Sub-section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the Article, Section or Sub-section to **which** they refer.

Section 5. Amendment. These By-Laws may be amended, repealed, or altered, in whole or in part, by the Members of the Association at any annual meeting of Members of the Association, or at any special meeting of Members of the Association duly called for that purpose, by the affirmative vote of at least a majority of the votes which Members of the Association in attendance, in person or by proxy, are entitled to cast. Notwithstanding the foregoing, those provisions of these By-Laws which are governed by Laws of the State of Georgia, the Articles of Incorporation of the Association or the Declaration may not be amended, altered, or repealed except as provided thereby.

Section 6. Acknowledgment of Adoption and Approval. The foregoing By-Laws of The Woodlands Association, Inc. are a true and correct codification of the By-Laws of the Association duly adopted on November 30, 1978, and the amendments thereto duly adopted on September 7, 1980, on March 29, 1981, on July 20, 1982, on February 15, 1988, on September 23, 2022, and on incorporating certain technical enhancements and the effects on said By-Laws of the terms of that certain Agreement, dated February 16, 1988, made by and between said Association and John Cowart Homes, Inc., a corporation organized under the **laws** of the State of Georgia, said corporation being the successor Declarant and the Class B Member of said Association through and until the recording of said Agreement on February 18, 1988, in the office of the Clerk of the Superior Court of DeKalb County, Georgia, in Deed Book 6063, page 485; and said foregoing By-Laws shall supersede all the said previously adopted or recorded instruments hereinbefore set forth in this Section 6. The technical enhancements and the effects of the terms of said Agreement on certain provisions of said By-Laws do not adversely affect the rights previously acquired under the By-Laws by any Member of the Association; and, under the application of the provisions of Section 3 of Article IX of the By-Laws of the Association, Section 2 of Article X of the Declaration prevails as the authority to codify these By-Laws.

IN WITNESS WHEREOF, the undersigned, being the Association herein, sets its hand and seal this 24th day of April, 2023.

THE WOODLANDS ASSOCIATION, INC.

By: _____

Print Name: _____

Secretary

Signed, sealed, and delivered by The Woodlands Association, Inc.
in the presence of:

Witness

Notary Public