

**Amended and Restated By-Laws  
Of  
The Woods Community Association, Inc.**

The following amended and restated By-Laws of The Woods Community Association, Inc. were approved by \_\_\_\_\_  
At a duly called meeting held on \_\_\_\_\_, 2009. The By-Laws are hereby amended and restated as follows:

**ARTICLE I  
DEFINITIONS**

The following words and definitions shall apply when and where applicable:

1.1 “Association” shall mean “The Woods Community Association, Inc.” a Florida non-profit corporation, and its successors and assigns.

1.2 “Property” shall mean the existing property (or sometime “properties”) described herein, as well as any additions thereto, as are subject to this Declaration, excluding the common properties as more particularly hereinafter defined.

1.3 “Common Properties” shall mean all property, whether real or personal, owned or leased by the Association which is and shall be used for the common benefit and enjoyment of the owners, subject to the fee schedules and operating rules and regulations adopted by the Association, as well as any lease agreements outstanding between the Association and third-party lessors. If any property is leased by the Association, such property shall lose its character as common property or common properties upon the expiration of such lease.

1.4 “Family Dwelling Unit” shall mean any living unit located upon any lot within The Woods Subdivision, excluding common properties. Accordingly, this definition specifically includes a single family detached unit, duplex unit and/or patio-home unit.

1.5 “Family Dwelling Lot” shall mean a lot intended for or used as a parcel of land for erection of a detached single family dwelling unit only. Accordingly, this definition specifically excludes, without limitations, patio homes and duplex lots.

1.6 “Patio-Home Lot” shall mean an unimproved parcel of land located within the properties, excluding common properties, and intended or used as a site for a patio-home which generally are those homes or home sites arranged in clusters.

1.7 “Duplex Lot” shall mean an unimproved parcel of land located within the properties, excluding common properties, and intended for use or used as a site for a duplex unit which composes one (1) of two (2) dwelling units separated by common wall and/or support so that the said duplex lot is occupied by or intended to be occupied by two (2) families as separated dwelling units, but contiguous and utilizing a common roof and party wall.

1.8 “Unimproved Lot” or “Unimproved Parcels of Land” shall mean a platted lot upon which no dwelling structure has been substantially completed. Whether a dwelling structure is substantially completed shall be determined by the Board or Directors of the Association in their sole discretion.

1.9 “Owner” shall mean the fee simple title owner of any lot defined above as shown by the public records of Duval County, Florida, provided, however, notwithstanding any applicable theory of a mortgage, this definition shall not include the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to or in lieu of foreclosure and has held title thereto for a period of twelve (12) months. Further, “Owner” shall not include any lessee or tenant of an Owner. (However, a tenant may exercise certain rights of membership in the Association under the provisions of its By-Laws and applicable provisions of its Declaration).

1.10 “Member” shall mean a member of the Association, which shall be comprised of all Owners.

1.11 “Intended For Use” shall mean the anticipated or designated use of various parcels within the properties.

1.12 “Master Plan” shall mean the planned use development of The Woods as approved by the City of Jacksonville, Florida, under Ordinance 72-1077-535, as amended, or as may be amended from time to time.

1.13 “Assessments” shall mean charges assessed by the Association.

## **ARTICLE II MEMBERSHIP AND VOTING PROVISIONS**

2.1 Membership: Every Owner shall be a member of the Association provided, however, that any person or entity who holds such title merely as security for the performance of an obligation shall not be a member of the Association nor shall a mortgagee, who has acquired title pursuant to foreclosure, deed in lieu of foreclosure, or similar legal procedure and has not held such title for a period of twelve (12) calendar months before becoming a member of the Association.

2.2 Voting Class: The Association shall have the following class of voting membership:

(a) Class "A": Except as otherwise provided herein, Class "A" members shall be Owners, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote for each lot shall be exercised as they, among themselves, determine, and in no event shall more than one vote be cast with respect to any lot. The designation of the voting member shall be made, as provided by and subject to the provisions and restrictions set forth in these By-Laws of the Association.

2.3 Voting Rights: The voting rights of any Owner may be assigned, in writing, by said Owner to the lessee of a completed residence on said Owner's lot; provided, however, that the lease therefore, at its inception, was not less than twelve (12) months; and provided, further, that there is first submitted to the Association said Owner's consent and authorization in form and content to be designated by the Association.

2.4 Voting:

(a) If an Owner owns more than one (1) lot, he shall be entitled to one (1) vote for each lot owned. The vote of a lot shall not be divisible.

(b) A simple majority of the eligible Owners fee total votes shall decide any question unless the By-Laws or Articles provide otherwise.

2.5 Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of thirty (30%) percent of Owners entitled to vote shall constitute a quorum.

2.6 Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a unit is owned jointly by a husband and wife and they have not designated one of themselves as the member entitled to vote, a proxy must be signed by both in order to designate a third person as proxy.

2.7 Designation of Voting Member: If a lot is owned by one person, his right to vote shall be established by the record title to the lot. If a lot is owned by more than one person, the person entitled to cast the lot's vote shall be designated in a certificate to be filed with the Secretary of the Association ("Secretary"), signed by all of the record Owners of the lot. If a lot is owned by a corporation or other entity it shall designate the officer, employee or agent, entitled to cast that lot's vote, by executing a certificate to be filed with the Secretary, signed by its President, Vice President or other duly authorized agent and attested to by its Secretary or Assistant Secretary if it is a corporation. The person designated in such certificate shall be known as the voting member of the Association with respect to the lot. If, for a lot owned by more than one person or by a corporation or other entity, such certificate is not on file with the Secretary of the Association, the vote of that lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the lot, except if said lot is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the lot. If a lot is owned jointly by a husband and wife, the following provisions are applicable:

- (a) They may, but they shall not be required to, designate a voting member;
- (b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; and
- (c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the lot's vote.

2.8 Limitation on Right to Vote: Each Owner has an obligation to pay the Association's maintenance and special assessments. The Association has the responsibility and obligation to make and collect these assessments. If, at the time of any meeting of the membership, any

member is more than thirty (30) days delinquent in the payment of any assessment, he shall not be entitled to vote. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which lots are current in the payment of all assessments and are, therefore, eligible to vote.

## **ARTICLE III MEMBERSHIP AND MEETINGS**

3.1 Place: All meetings of the membership shall be held at such place and at such time as shall be designated by the Board of Directors (“Board”) and stated in the Notice of Meeting.

3.2 Notices: It shall be the duty of the Secretary to send by mail, delivery or electronic transmission, a Notice of each annual meeting to each Owner at least fourteen (14) days, but not more than thirty (30) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All Notices shall be delivered to or served at the address of the Owner as it appears on the books of the Association.

3.3 Annual Meetings: The Annual Meeting for the purpose of electing Directors and transacting any other authorized business shall be held at 7:30 P. M., Eastern Standard Time, on the second Tuesday in November of each year; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day. At the Annual Meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited) and shall transact such other business as may properly be brought before the meeting.

3.4 Special Meeting: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of voting members representing fifteen (15%) percent of the total number of residences. Such requests shall state the purpose of the proposed meeting, and shall be addressed as an item of business at a special meeting of the membership, but no later than forty (40) days after the receipt of the petition. Business transacted at all special meetings shall be confined to the subjects stated on the Notice of Meeting. The Board shall give all members of the Association notice of the meeting at which the petitioned item shall be addressed, in accordance with the special meeting notice requirements.

3.5 Waiver and Consent: Whenever a vote of members is to be taken, the meeting and vote of members may be dispensed with if not less than a majority of voting members shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members unless all members approve such action.

3.6 Adjourned Meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 Contents of Notice: Any Notice furnished in connection with these By-Laws shall contain any and all information required by the By-Laws to be contained therein for valid Notice. Unless otherwise provided in these By-Laws, the Articles of Incorporation or the Amended Declarations of Covenants and Restrictions for The Woods, the Notice shall specify in general terms the nature of the business to be conducted.

3.8 Change of Address: A change of address to which any Notice required must be sent, shall not be effective until after the expiration of thirty (30) days after receipt thereof by the Association. All changes of address shall be made by giving written notice thereof to the Secretary of the Association at the principal offices of the Association namely, 2130 The Woods Drive, Jacksonville, Florida, 32246, or at such other principal office at which the Association may maintain from time.

## **ARTICLE IV DIRECTORS**

4.1 Number, Term and Qualification: The affairs of the Association shall be governed by a Board composed of not less than five (5) or more than nine (9) persons, as is determined from time to time by the members. All Directors shall be members. Directors shall be elected by voting members at the annual meeting. The two highest vote getters in each election, as elected by the voting members, shall be elected to serve a two (2) year term. The terms of each of the remaining Director's service shall extend until the next annual meeting of members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided below. The organizational meeting of a newly elected Board shall be held immediately after their election at such place and time as shall be fixed by the Directors. No notice of the organizational meeting shall be necessary, provided a quorum of the Directors shall be present.

4.2 Removal of Directors by Members: At any time after a majority of the Board is elected by members, at any duly convened regular or special meeting of members at which a quorum is present, by proxy or in person, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of thirty (30%) percent of the fee total votes. The successor shall be the next highest vote getter from the most recent election who was not elected to a Board seat. If the individual declines appointment, then it shall be offered to the next highest vote getter. If no candidate chooses to accept, then the vacancy shall be filled by the plurality vote of the quorum of the members. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

4.3 Vacancies on Board: If the office of any Director becomes vacant by reason other than removal by members, such as death, resignation, retirement, or disqualification, the successor shall be the next highest vote getter from the most recent Association election who was not elected to a Board seat. If the individual declines appointment, the vacancy shall be filled by a majority vote of the remaining Directors, though less than a quorum. The election by the Directors for the purpose of filling said vacancy may be held at any regular or special meeting of the Board. The successor shall hold office for the balance of the unexpired term of office.

4.4 Disqualification and Resignation of Directors: Any Director may resign at any time by sending a written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof. Commencing with the organizational meeting of any newly elected Board, more than three (3) absences (unless excused by resolution of the Board) shall constitute a resignation from the Board. The transfer by a Director of title to his residence shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

4.5 Regular Meetings: The Board may establish a schedule of regular meetings to be held at such time and place in Jacksonville, Florida, as it may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the date established for such meeting. Further, notice of all regular meetings must be posted in a conspicuous place in the community at least five (5) days in advance of a meeting. All minutes shall be circulated to the Directors for approval by each of them.

4.6 Special Meetings: Special meetings of the Board may be called by the President or, in his absence, by the Vice President, or by a majority of the Directors, by giving two (2) days notice to all Directors, in writing, of the time and place of said meeting. Further, notice of all special meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of said meeting. All notices of special meetings shall state the purpose of the meeting.

4.7 Homeowner Input: All regular and special meetings of the Board shall be open to Owners, except for those discussions between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or for the purpose of discussing personnel matters. The Board chair will invite homeowners to enter in the discussion of a seconded motion prior to the Board vote. Each speaker's time will be limited to three (3) minutes; however, the allotted time for total homeowner input, per motion, shall not exceed twenty (20) minutes. Speakers will be recognized on a pro/con alternating basis.

4.8 Quorum: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the meeting shall be adjourned and reconvened at such time when a quorum can be attained. At the reconvened meeting any business which might have originally been transacted, may be transacted without further notice.

4.9 Compensation: Directors' fees, if any, shall be determined by the simple majority of fee total votes.

4.10 Powers and Duties: The Board shall have the ability to exercise for the Association all powers, duties, and authority vested in or delegated to the Association except those reserved to members in the Declaration, By-Laws, or Articles of Incorporation of the Association. These powers shall specifically include, but shall not be limited to, the following:

(a) In accordance with the Articles, Declarations, and By-Laws, to make regular assessments and to recommend special assessments; to collect said assessments; and to use and expend the assessments to carry out the purposes of the Association.

(b) To employ, dismiss and control any personnel necessary for the maintenance and operation of the Association, its common areas and facilities; and to employ attorneys, accountants, contractors and other professionals as the need arises.

(c) To make and amend regulations respecting the operation, use and maintenance of the common properties.

(d) To contract for the management and/or maintenance of the common properties and to delegate to a manager the powers and duties of the Association; to contract for the management or operation of portions of the common properties or facilities susceptible to separate management or operation.

(e) To provide for the further improvement of the common properties, including the rights to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, subject to the provisions of the Articles and By-Laws.

(f) To designate one or more committees which, to the extent provided in the resolution designating such committee, shall have powers, as delegated by the Board for management affairs and business of the Association. Such committee shall consist of at least three (3) members. A committee shall have such name as to be determined by the Board. The committee shall keep regular minutes of their proceedings and report to the Board as required. The foregoing powers shall be exercised by the Board and its employees subject only to approval by Owners when specifically required.

(g) To suspend the rights of a member or a member's tenants, guests, or invitees, or both and/or to levy fines, for failure to adhere to the By-Laws, Covenants, and Rules of the Association.

## **ARTICLE V OFFICERS**

5.1 Elective Officers: The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one (1) of these offices.

5.2 Election: The officers of the Association shall be elected annually by the Board at the first organizational meeting of each new Board.

5.3 Appointive Officers: The Board may appoint Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, and such other officers as it deems necessary.

5.4 Term: The officers shall hold office until their successors are elected and qualify for their office. Any officer elected or appointed by the Board may be removed from office by the Board at any time, with or without cause; provided, however, that no officer shall be removed except by affirmative vote for removal by seventy-five (75%) percent or more of the entire board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

5.5 The President: The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of Owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board.

5.6 The Vice President: The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

5.7 The Secretary: The Secretary shall issue Notices of all Board meetings and all meetings of Owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Owners and Board members at all reasonable times.

5.8 The Treasurer:

(a) The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Family Dwelling Unit;

(b) He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer and of the financial condition of the Association to the Board whenever it may require it;

(c) He shall collect all assessments and shall promptly report to the Board the status of collections;

(d) He shall maintain accounting records according to good accounting practices which shall be open to inspection by Owners or their authorized representatives at reasonable times. He shall render to Owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities; and

(e) He shall prepare the Association's Budget.

5.9 Delegation of Duties: With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

## **ARTICLE VI FINANCES AND ASSESSMENTS**

6.1 Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board. Obligations of the Association shall be signed by at least two officers.

6.2 Fiscal Year: The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provision of the Internal Revenue Code.

### 6.3 Determination of Assessments:

(a) The Board shall fix and determine the sum or sums necessary and adequate to assess Owners for their share of the assessments set forth in the Budget. Assessments shall include expenses for the operation, maintenance, repair or replacement of the common properties; cost of carrying out the powers and duties of Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated by the Board. Funds for the payment of same shall be assessed against Owners. Assessments shall be payable quarterly in advance and shall be due on the first day of each quarter unless otherwise ordered by the Board. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board.

(b) A copy of the proposed annual Budget shall be mailed to Owners not less than thirty (30) days prior to the Board meeting at which the Budget will be considered, together with a notice of that meeting.

(c) When the Board has determined the amount of any assessment, The Woods Community Association shall mail or present to each Owner a statement of assessment. All assessments shall be paid to the Association and, upon request, the Association shall give a receipt for each payment received.

(d) Anything herein contained to the contrary notwithstanding, the annual assessments imposed by the Board may not exceed that permitted by Section 5.3 of the Amended Declaration, unless the same is approved by a majority of the total eligible Association members entitled to vote. Similarly, all special assessments approved by the Board shall also require approval by a majority of the total eligible Association members entitled to vote.

6.4 Application of Payments and Commingling of Funds: All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by an Owner shall be applied to interest, cost, attorneys' fees, other charges, expenses, advances and general or special assessments, in such manner and amounts as the Board determines.

6.5 Acceleration of Assessment Installments upon Default: If an Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for the fiscal year. A notice of acceleration shall be sent to the Owner, and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice.

6.6 Audit: In addition to the annual audit, an audit of the accounts of the Association shall be made at any time upon the affirmative vote of one-third (1/3) of the members of the Association, eligible and entitled to vote, in which event, the cost thereof shall be borne by the Association. In the event that the vote therefore is less than one-third (1/3) of the Association members, the audit, nevertheless, will be conducted, provided that any of the members voting therefore personally agree, in writing, to individually bear the cost thereof. Said audit shall be prepared by such accountant as the Board selects, and a copy of said report shall be mailed to members.

## **ARTICLE VII COMPLIANCE AND DEFAULT**

7.1 Violations: In the event of a violation (other than for the non-payment of an assessment) on the part of a member, a member's tenants, guests and/or invitees of any of the provisions of the By-Laws, the Declaration, and/or the Rules of the Association, the Association

at the direction of its Board, shall notify the Member of said breach by written notice. If such violation shall continue for a period of fifteen (15) days from the date of mailing of such notice, the Association shall have the right to treat such violation as an intentional, material breach and shall so notify the Member by certified mail. The Association shall then, at its option, have the following elections:

- (a) To commence an action in equity to enforce performance on the part of the Owner; or
- (b) To commence an action at law to recover its damages; or
- (c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by a Court that the Owner was in violation of any of the provisions, the Owner shall reimburse the Association for any fines and reasonable attorney's fees incurred in bringing such action.

Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a signed, written request from an Owner to the Board, shall authorize any Owner to bring an action in equity or suit at law relating to an alleged violation against the violator.

Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the Owner as a specific item, which shall, until paid in full, be a lien against his lot and all property and improvements thereon with the same force and effect as if the charge were a part of the assessments.

7.2 Public Safety Violations: All Owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his tenants, his or their guests, employees, agents, licensees or lessees. Any violations shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any residence or its appurtenances. However, nothing contained herein shall be construed as modifying any waiver by an insurance company as to its rights or subrogation. The cost of any maintenance, repair or replacement, performed pursuant to this paragraph, shall be charged to said Owner as a specific item, which shall, until paid in full, be

a lien against his lot and all property and improvements thereon with the same force and effect as if the charges were a part of the assessments.

7.3 Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by an Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

7.4 No Waiver of Rights: The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the By-Laws or any other document governing the use and occupancy of a lot or residence in the subdivision shall not constitute a waiver of the right of the Association or Owner to enforce such right provision, covenant or, condition in the future.

7.5 Election of Remedies: All rights, remedies and privileges granted to the Association or an Owner pursuant to any terms, provision, covenants or conditions of the By-Laws or any other document governing the use and occupancy of a residence in the subdivision shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted in said documents.

## **ARTICLE VIII ARCHITECTURAL REVIEW**

8.1 Architectural Review and Common Properties : The Directors shall appoint and designate an architectural review and grounds committee with a minimum of three (3) Owners. All matters described in the Amended Declaration which require approval of the architectural review and grounds committee shall be submitted to such committee for its approval. In considering any application for approval, the architectural review and grounds committee shall consider the harmony and compatibility of the exterior and design of any proposed structure or improvement, in comparison with all surrounding structures.

8.2 Failure to Respond: In the event that the committee for a period of thirty (30) days after receipt of the application for approval (and after receipt of all plans, specifications and other document deemed necessary by the committee in its sole discretion), fails to issue in writing to the

applicant either its approval or conditional approval, disapproval, or letter of comments thereof, the same shall be deemed to have been approved by the committee.

## **ARTICLE IX THE WOODS COMMUNITY CENTER**

9.1 Purpose: The Association shall operate a Community Center (“Center”) for the purpose of proper operation and maintenance of the swimming pool, tennis facilities, athletic fields, community center and playgrounds, both present and future, within the properties.

9.2 Membership: All members of the Association shall be members of the Center.

9.3 Use of Center Facilities: Subject to the rules and regulations of the Center facilities which may from time to time be adopted by the Board, all Center members shall have the right to use and enjoy, all facilities of the Center, on a uniform and non-discriminatory basis.

9.4 Financing:

(a) The Board shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the costs of the operation and funding of the Center. Funds for the payment of the same shall be assessed against owners as a part of the annual assessment provided for in the By-Laws and the Covenants and Restrictions.

(b) Special assessments, if necessary for the Center, shall only be levied as provided in the By-Laws and Covenants and Restrictions, and be subject to the approval of the members.

9.5 Rules and Regulations: The Board shall, from time to time, promulgate rules and regulations concerning the use of the Center’s facilities, and the same shall be effective upon the posting thereof in conspicuous places upon the Center facilities, or upon giving such other notice thereof as the Board shall direct. All Center members covenant to comply with said rules and regulations. If any member violates any such rules and regulations or fails to maintain acceptable standards of behavior concerning the use of the facilities, then the Board may unilaterally suspend said member and/or his family from the use of some or all of the Center’s facilities for such time as it deems necessary, without any reduction or abatement in the charges or fees hereunder, or, in the Board’s sole discretion, it may utilize all remedies provided at law or equity, or a combination of any and all rights herein specified. All members of the Center hereby waive the defense of “election of remedies.”

**ARTICLE X**  
**AMENDMENTS TO THE BY-LAWS**

10.1 These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided that:

- (a) Notice of the meeting shall contain a statement of the proposed Amendment.
- (b) If the Amendment has received the unanimous approval of the Board, then it shall be approved upon the affirmative vote of a majority of fee total owners eligible to vote.
- (c) If the Amendment has not been approved by a unanimous vote of the Board, then the Amendment shall be approved by the affirmative vote of sixty-six (66%) percent of the fee total owners eligible to vote.

**ARTICLE XI**  
**INDEMNIFICATION**

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved by reason of his being or having been a Director or Officer of the Association. This indemnification shall apply whether or not he is a Director or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled.

**ARTICLE XII**  
**LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any former Owner or member from any liability or obligation incurred under or in any way connected with The Woods Community Association, Inc. during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and Member, arising out of, or which is in any way connected with such ownership and membership.

### **ARTICLE XIII** **RULES AND REGULATIONS**

13.1 All Areas: The Board may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, the use, maintenance, management and control of the common properties and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be made available to all Owners at least seventy-two (72) hours prior to the time that they become effective, except that as to the Center, the same may become effective immediately upon the posting thereof at the Center facilities.

### **ARTICLE XIV** **SERVICES OF THE ASSOCIATION**

14.1 General: The Board of Directors of the Association is authorized to provide the following services:

- (a) Clean up and maintenance of all roads, roadways, parkways and other common properties and also all public properties which are located within or in a reasonable proximity to the development where the Association, in its sole discretion, determines that the condition thereof affects the appearance of the development as a whole.
- (b) Landscaping of roads and parkways, sidewalks and walking paths and any other common properties.
- (c) Lighting of roads and sidewalks throughout the development.
- (d) Police protection and security.

(e) Fire protection.

(f) Garbage and trash collection and disposal.

(g) Insect and pest control of the common properties.

(h) The services necessary to carry out the obligations and business of the Association under the terms of this instrument.

(i) Maintenance of all lakes and lagoons located within the Development, including stocking of such lakes and lagoons.

(j) The taking of any action necessary to enforce all Covenants and Restrictions affecting the properties and to perform any of the functions or services delegated to the Association in any Covenants and restrictions applicable to the property.

(k) To set up and operate an architectural review and common properties committee to carry out the functions set forth in Article VIII of the By-Laws.

14.2 No Obligation: The Board of Directors shall not be obligated to approve the rendering of any of the foregoing services.

## **ARTICLE XV** **CONSTRUCTION**

15.1 General: Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

15.2 Unenforceability: Should any of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provision of these By-Laws shall, nevertheless, be and remain in full force and effect.

15.3 Conflict: In the event of any conflict between these By-Laws, as adopted, or from time to time amended, and the Amended Declaration, as the same may from time to time be amended, the latter shall prevail.

15.4 Prior By-Laws: All By-Laws heretofore enacted by the Association are hereby superseded in their entirety by the provisions herein contained.

**ARTICLE XVI**  
**TRANSFER OF COMMON AREAS**

The Board shall be authorized, at its discretion and without further approval, to transfer from time to time “common areas” to contiguous land owners. The transfer, if any, shall be at the request of the homeowner, by special warranty deed and without consideration. The purpose of these transfers shall be to remove ownership, liability, and responsibility from the Woods Community Association.

**ARTICLE XVII**  
**ADOPTION OF BY-LAWS**

These By-Laws were adopted by the Association on \_\_\_\_\_, 2009, at the duly convened meeting of the Board. A concurrence of the members was obtained in accordance with the certificate annexed hereto.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President