

BYLAWS  
OF THE  
Wood River Community  
Association

## ARTICLE VIII

### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. The Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### ASSESSMENTS

#### Section 1. Liability of Owner; Collection by Association.

As more fully provided in the Declaration, each member is obligated to pay to the Association certain annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by the laws of the State of Texas, and the Association may retain an attorney to collect such amount and/or to bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such collection effort or action (but such attorney's fees shall not be less than ten percent (10%) of the amount owing), shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his Lot or Living Unit.

Section 2. Amount of Assessment. As more fully provided in the Declaration, the Board of Trustees may decrease or increase the amount of the regular annual maintenance assessment at any time and from time to time by adopting a resolution for such purpose, but no resolution increasing such assessment shall become effective prior to ninety (90) days from the date of its adoption. However, as more fully provided in the Declaration, no resolution of the Board of Trustees increasing such assessment to an amount in excess of the amounts set forth in the Declaration shall become effective unless and until ratified by a vote of the members, as set forth in the Declaration. No increase in the annual maintenance charge shall take effect retroactively.

shall be open to inspection by any Owner; and thereupon to send to every Owner subject thereto written notice of the assessment;

(d) Take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;

(e) Issue, or cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and

(g) Cause any officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall be at all times a member of the Board of Trustees; a vice-president; a secretary; and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. 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. A vacancy in any office may be filled by appointment by the Board.

called by the president of the Association or by any trustee after not less than three (3) days' notice to each trustee, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation the Declaration, or by these Bylaws. Every act or decision done or made by a majority of the number of trustees fixed by these Bylaws shall be the act of the Board of Trustees unless the act of such greater number if required by statute, by the Articles of Incorporation, the Declaration, or by these Bylaws, in which case, the act of such greater number shall be required to constitute the act of the Board.

Section 4. Action Taken Without a Meeting. The trustees shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

Section 5. Telephone Meetings. Subject to requirements for notice of meetings, and unless otherwise restricted by statute, the Articles of Incorporation, the Declaration, or by these Bylaws, members of the Board of Trustees or members of any committee designated by such Board, may participate in and hold a meeting of the Board, or such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have the following rights and powers:

(a) To construct, manage and maintain Common Properties and Facilities and any adjacent or included public properties; and to make assessments annually therefor, and for other purposes, all pursuant to the Declaration;

(b) To charge reasonable admission and other fees for the use of the recreation facilities located on the Common Properties, and to make, publish and enforce reasonable rules and regulations governing the use and enjoyment of the Common Properties and Facilities, or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with, and observed by each member. These rules and regulations may include provisions to govern and control the use of the

entitled to cast, a majority of the votes of each Class of Membership shall constitute a quorum for any action except as otherwise provided by statute in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary not less than three (3) days, prior to the date of the meeting, or same shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his interest in his Lot or Living Unit.

Section 6. Voting of Meetings. When a quorum is present at any meeting, a majority of the votes of each class of membership shall be the act of the meeting, unless the vote of a greater number is required by statute, by the Articles of Incorporation, the Declaration, or by these Bylaws, in which case the vote of such greater number shall be requisite to constitute the act of the meeting.

Section 7. Action Without a Meeting. Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of each class entitled to voted with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members of both classes and may be stated as such in any document.

#### ARTICLE IV

##### BOARD OF TRUSTEES

Section 1. Board of Trustees. The affairs of this Association shall be managed by a Board of five (5) trustees, who need not be members of the Association.

Section 2. Term of Office. The initial trustees for the Association set forth in the Articles of Incorporation shall hold office until April 30, 1989. At the annual meeting of 1989, the members shall elect one trustee for a term of one year, two trustees for a term of two years and two trustees for a term of three years. At each annual meeting thereafter, the members shall elect for three-year terms that number of trustees whose terms expire at such time.

Section 3. Nomination. Nomination for elections to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make

BYLAWS  
OF  
WOOD RIVER COMMUNITY ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is WOOD RIVER COMMUNITY ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at 4114 Wood River Drive, Robstown, Texas, but meetings of members and trustees may be held at such places within Nueces County, Texas, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

All terms and words used herein shall be defined by, and mean the same thing as, those terms and words used and defined in any Declaration, Amended Declaration or Supplemental Declaration for any Unit or Phase of Wood River which, by unilateral act of Pendaris corporation, its successors and assigns, as Developer, the properties or lots within said Unit or Phase are to be subject hereto, as stated in the Declaration, Amended Declaration or Supplemental Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting, and all subsequent annual meetings, of the members of the Association shall be held in Nueces County, Texas, on a day and at a time fixed by the Board of Trustees.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon the written request of the members who are entitled to vote at least one-fourth (1/4) of all of the votes of each class of membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or any person or persons authorized to call a meeting, by mailing a copy of such notice, postage paid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies

as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 4. Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the members of each class, or their proxies, may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes of each class separately shall be elected. Cumulative voting shall not be permitted.

Section 5. Term of Office. Each Trustee elected shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier death, resignation, retirement, disqualification or removal.

Section 6. Removal. Any trustee may be removed from the Board, with or without cause, by a majority vote of the members of each class of membership.

Section 7. Filling of Vacancies. In the event of death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 8. Compensation. No trustee shall receive compensation for the service he may render to the Association as a Trustee, provided, however, any trustee may be reimbursed for his actual expenses incurred in the performance of his duties, and provided, however, any Trustee rendering services to the Association in any other capacity shall be entitled to reasonable reimbursement for such services.

Section 9. Advisory Trustees. The Trustees shall have the power to select one or more advisory trustees from the members who reside in the properties under the Association's jurisdiction, to serve for such periods of time as the Board of Trustees shall deem appropriate, for the purpose of providing advice and counsel to the Board of Trustees, provided that such advisory trustees shall have no vote at board meetings and shall have no right to act on behalf of the Association.

## ARTICLE V

### MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when

Common Properties and Facilities by guests and invitees of the Members, including, without limitation, the number of guests or invitees who may use the Common Properties and Facilities, or any part thereof, at the same time;

(c) To suspend the voting rights of a Member and his right and the rights of the members of his immediate family residing with him and his guests, to use any recreational Common Facility of the Common Properties during the period he is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against his Lot or Living Unit; and to suspend such rights for any infraction of its published rules and regulations for so long as any infraction continues; and the aforesaid rights of the Association shall not be exclusive, but shall be cumulative of and in addition to all other rights and remedies which the Association may have pursuant to these Bylaws or the Declaration, or at law or in equity, on account of any such default or infraction;

(d) To enter management and/or operating contracts or agreements relative to the maintenance and operation of the Common Properties and Facilities, in such instances and on such terms as the Board of Trustees may deem appropriate; to operate recreation facilities and related concessions located on the Common Properties; to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the Common Properties in such instances and on such terms as the Board of Trustees may deem appropriate;

(e) To enforce by any and all legal means (including, but not limited to, bringing of lawsuits for injunctive relief, damages, attorneys fees, enforcement of liens and enforcement of all applicable legal instruments) these Bylaws, the Articles of Incorporation or any Declaration subject hereto.

(f) To enforce such other rights and powers granted to this Association and not reserved to the membership by the Declaration, the Articles of Incorporation of the Association, or other provisions of these Bylaws.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) Fix the initial date of commencement and subsequently the amount of the annual assessment against properties subject to the jurisdiction of the Association for each assessment period at least thirty (30) days in advance of such date or period and, at that time, to prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and



The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary.

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

President

(a) The president shall preside at all meetings of the Board of Trustees and of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and sign checks in the absence of the Treasurer or Assistant Treasurer.

Vice-President(s)

(b) The Vice-President(s) shall act in the place and stead of the president in their order of status in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; and keep accurate books and records of the fiscal affairs of the Association and make the same available for inspection by members of the Association during normal business hours. An Assistant Treasurer may be designated to fulfill the obligations of the Treasurer.

Other

(e) Any other designated officers may be created for specific purposes (e.g. Executive Director to serve the needs of the Association).

## ARTICLE XI

### AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members of each class present in person or by qualified proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between any Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XII

### NOTICES

Section 1. Manner of Giving Notice. Whenever, under the provisions of the statutes, of the Articles of Incorporation, the Declaration, or of these Bylaws, notice is required to be given to any committee member, trustee or member of the Association, 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 member, trustee or member at his address as it appears on the records of the Association. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be thus deposited in the United States mails, as aforesaid.

Section 2. Waiver of Notice. Whenever any notice is required to be given to any committee member, trustee or member of the Association under the provisions of the statutes or of the Articles of Incorporation, the Declaration, or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a trustee at a meeting of the Board of Trustees shall constitute a waiver of notice of such meeting, except where a trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

IN WITNESS WHEREOF, we, being all of the trustees of WOOD RIVER COMMUNITY ASSOCIATION, have hereunto set our hands this 20th day of May, 1981.

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Wood River  
Community Association

A non-profit corporation

ARTICLES OF  
INCORPORATION

**ARTICLES OF INCORPORATION**  
**OF**  
**WOOD RIVER COMMUNITY ASSOCIATION**  
**A NONPROFIT ORGANIZATION**

We, the undersigned natural persons of legal age, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE I**

The name of the corporation (hereafter called the "Association") is WOOD RIVER COMMUNITY ASSOCIATION.

**ARTICLE II**

The Association is a nonprofit corporation.

**ARTICLE III**

The period of its duration is perpetual.

**ARTICLE IV**

A. The specific primary purposes for which the Association is formed are: (i) to provide for the maintenance, preservation and architectural control of the residence lots, Common Properties and Common Facilities, and all other properties subject to the Declaration of Covenants and Restrictions described in Paragraph B(i), below, and applicable to "Wood River", a contemplated subdivision in Nueces County, Texas, being developed by Pendaris Corporation, a Texas corporation, and any additional properties that may hereafter be brought within the jurisdiction of the Association, (ii) to provide for the establishment, advancement and perpetuation of systems, services and facilities within "Wood River", and (iii) to promote the health, safety, education, culture, recreation, comfort or convenience, and the general welfare, of the residents within the above-described subdivision.

B. In furtherance of such purposes, the Association shall have power to:

(i) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Wood River (the "Declaration") applicable to the property or the said subdivision and recorded or to be recorded in the public records of Nueces County, Texas, as the same may be amended, modified or supplemented from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(ii) Affix, levy, and collect all charges and assessments pursuant to the terms of the Declaration, and enforce payment thereof by any lawful means; and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed on the property of the Association; and to use the proceeds of such charges for the promotion for any and all of the purposes heretofore mentioned in any lawful manner determined by the Association, pursuant to and subject to the provisions of the said Declaration;

**ARTICLE X**

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Finley L. Edmonds	1515 Bank & Trust Tower Corpus Christi, Texas 78403
Walter Clay Cooke	1515 Bank & Trust Tower Corpus Christi, Texas 78403
Scott Morse	1515 Bank & Trust Tower Corpus Christi, Texas 78403

IN WITNESS WHEREOF, we the undersigned, have hereunto set our hands this 11th day of May, 1979, at Corpus Christi, Texas.

(Signatures on Original)

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