

**BY-LAWS
OF
WESTWOOD HILLS SECOND & THIRD ADDITIONS
PLANNED UNIT DEVELOPMENT (PUD)**

ARTICLE I

OBJECT AND DEFINITIONS

Section 1. Name and Location

The name of the Property Owners Association is **WESTWOOD HILLS SECOND & THIRD ADDITIONS PUD PROPERTY OWNERS ASSOCIATION**, hereinafter referred to as the “ASSOCIATION”. The Principal address of the Association shall be 2400 S. Katy Court, Spokane, Washington 99224, but meetings of Members and Directors may be held at such places within the State of Washington as may be designated by resolution of the Board of Directors.

Section 2. Purpose,

The purpose for which the Association was formed was to create an Association for the benefit of the owners of real property covered by and subject to the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) of **WESTWOOD HILLS PUD**, city of Spokane, Spokane County, Washington as recorded under Spokane County Auditor’s File # 4044756, and 4044798.

This Association was formed in accordance with the provisions of the above referenced CCRs.

Section 3. Assent.

All present or future owners are subject to the regulations set forth in these By-laws, which shall be filed with the Spokane County Auditor’s Office. Any new owner will be required to sign an agreement at closing of sale acknowledging he/she has received, read, and agreed to abide by the By-laws of the Association.

Section 4. Definitions.

Unless otherwise expressly provided, the following word and phrases when used in these By-laws shall have the following meanings:

Section 4.01. “Common Assessment” (currently known as the annual dues) shall mean the ongoing charge, due monthly, against each Owner/Member that represents a portion of the total ordinary costs of maintaining, improving, repairing, replacing, managing and operating the Association. Members may pay in advance, at either the quarterly, semi-annual, or annual rate. However, if paid in advance and the assessments increase, any assessment increase difference will be due at the month required. If not, then Article X, Section 1 of this document applies.

Section 4.02. “Special Assessment” shall mean a charge against a particular member directly attributable to the member equal to the cost incurred or a fine levied by the Association for corrective action pursuant the By-laws.

Section 4.03. “Reconstruction Assessment” shall mean a charge against each member that represents a portion of the cost to the Association for the reconstruction and/or maintenance of any portion of the improvements on the Association property pursuant to the By-laws.

Section 4.04. "Capital Improvement Assessment" shall mean a charge against each member that represents a portion of the costs to the Association for installation or construction of any new improvements or repair on any portion of Association property pursuant to the By-laws.

Section 4.05. "Association" shall mean the **WESTWOOD HILLS SECOND & THIRD ADDITIONS PUD PROPERTY OWNERS ASSOCIATION**, which has been formed by filing Articles of Incorporation with the Washington State Secretary of State on August 21, 2008.

Section 4.06. "Member" shall mean any person holding a membership in the Association. (See Article II.)

Section 4.07. "Notice of Hearing" shall mean written notice and a hearing at which the member concerned shall have an opportunity to be heard in person, or by counsel at member's expense, in the manner provided in the By-laws.

Section 4.08. "Owner" shall mean the person or persons holding fee simple interest of record to, or the real estate contract purchaser of, any real property that is a part of the Properties. (See Article II.)

Section 4.09. "Properties" shall mean all of the real property

Section 4.10 "Board" shall mean the Board of Directors as described in Article IV. Hereinafter.

Section 4.11 "Good Standing" or "Member in Good Standing" shall mean any member who has a receipt showing payment in full of all dues and assessments or is current with all assessments, and, being in full compliance with all rules and regulations of the Declaration and of these By-Laws.

Section 4.12 "Declaration" and "CCRs" shall mean the Declaration of Covenants, Conditions and Restrictions of Westwood Hills PUD as recorded under Spokane County Washington Auditor's File No. 4044756 and 4044798.

The above stated definitions are to be read in conjunction with, and as a supplement to the definitions contained in the Declaration.

ARTICLE II

MEMBERS

Section 1. Membership.

Every owner of real property located in Westwood Hills Second & Third Additions PUD, of Spokane County, Washington as described on map thereof recorded under Spokane County Washington Auditor's Recording No.: 4458338, shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such property. Ownership of such property shall be the sole qualification for membership in the Association.

Section 2. Membership Voting Rights.

All members of the Association who are in good standing and who have a paid up receipt showing all dues and assessments levied being duly paid and are current shall have voting rights. All voting at any and all meetings of the members shall be by ballot unless otherwise determined by the Board. Each member of the Association in good standing on the books of the Association, as provided by these By-laws, shall be entitled to vote, either in person or by proxy. Voting rights of members shall be governed by these By-laws.

Section 3. Interest of Members.

The interest of each member shall be equal to that of any other member and no member shall acquire an interest, which shall entitle him/her to any greater voice, vote, authority, or interest in the Association than any other member.

Section 4. Termination of Membership.

Upon termination of the ownership of a lot or lots by sales, transfer, death, or otherwise, the membership of said owner or owners shall automatically terminate and pass to his/her successor in interest.

Section 5. Members Must Subscribe to By-Laws.

Every member of this Association shall agree to abide by these By-laws and such rulings and regulations as the Board of Directors may adopt for the governing of the Association and with the understanding that these By-laws are subject to amendment and change as herein provided.

Section 6. Liabilities of Members.

No member shall be liable for any of the debts or obligations of the Association unless these By-laws or the Constitution and Laws of the State of Washington shall provide otherwise.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings.

The annual meetings of the members shall be held between August and September each year. At such meetings there shall be elected a Board of Directors in accordance with the provisions and requirements of these By-laws. The members may also transact such other business of the Association as may properly come before them.

Section 2. Special Meetings.

It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or on a petition signed by one-fourth (25%) of the members in good standing and presented to the Secretary.

Section 3. Notice of Meetings.

At the direction of the President, written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each member by mail not less than ten (10) nor more than (30) days before the date of the meeting. Such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 4. Quorum.

The presence in person or by proxy of sixty (60%) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in these By-laws. An affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact business. If, however, such quorum shall not be present or represented at any meeting, the members present entitled to vote shall have the 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.

Section 5. Proxies.

At all meetings of members, each member in good standing may vote in person or by proxy. All proxies shall be in writing, signed, and presented to the Secretary of the Association. Proxies must be filed with the

Secretary before the appointed time of each meeting. Proxies shall be valid for one meeting only. Every proxy shall be revocable and shall automatically cease upon termination of membership in the Association.

Section 6. Vote Distribution.

Members in good standing shall be entitled to one (1) vote each. When more than one person owns the membership, all such co-owners shall be members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the membership is entitled. No vote shall be cast for any membership where the majority of the co-owners present in person or by proxy and representing such membership cannot agree to said vote or other action. Fractional votes shall not be allowed.

Section 7. New Business Items.

Any member desiring to present an item for consideration as New Business shall submit this item in writing to the Secretary of the Board at least twenty (20) days prior to the annual meeting.

Section 8. Order of Business.

The order of business at all meetings of the members shall be as follows:

- (a) Roll Call or another form of tracking attendance (i.e., sign-in roster)
- (b) Reports of Officers
- (c) Approval of Budget
- (d) Reports of Committees
- (e) Unfinished business
- (f) New business
- (g) Election of Board Members
- (h) Adjournment

ARTICLE IV

BOARD OF DIRECTORS; NOMINATION, SELECTION, AND TERM OF OFFICE

Section 1. Number

A board of five (5) Directors shall initially manage the affairs of the Association. The number of Directors may be increased or decreased from time to time by amendment to these By-laws, but shall not at any time be less than three (3). No decrease in number shall have the effect of shortening the term of any incumbent Director.

Section 2. Term of Office.

The Directors shall be elected for a three (3) year term. Elections of Directors shall be staggered so that no more than two Directors are elected in any one-year.

Section 3. Nomination.

During the annual meeting the membership at large shall nominate and elect such Board of Directors as required to fill vacancies. The following qualifications and requirements for serving on the Board shall be read to the general membership prior to opening of nomination:

- (a) Nominee is an actual property owner.
- (b) Nominee is a member in good standing with all dues and assessments currently paid.
- (c) Nominee is familiar with and willing to abide by and support Westwood Hills PUD Association, By-laws, and all rules and regulations of the Association.
- (d) Nominee will make a commitment to attend all scheduled Membership and Board of Directors meetings.

Section 4. Removal.

The entire Board of Directors or any individual Director elected by the membership at large or otherwise appointed may be removed from the Board with cause by a majority vote of the members at any regular or special meeting duly called, and a successor may then and there be elected to fill the vacancy thus created. Any Board Member whose removal has been so proposed by the members shall be given an opportunity to be heard at the meeting. The Board of Directors may declare vacant the office of a Director if he/she be declared of unsound mind by an order of court, or finally convicted of a felony or if within ten days after the notice of his/her election he does not accept such office in writing.

Section 5. Vacancies.

Vacancies on the Board caused by any reasons other than removal of a Board Member by a vote of the members shall be filled by vote of the majority of the remaining Board Members, even though they may constitute less than a quorum. Such replacement shall serve until a successor is elected at a special membership meeting or at the next annual meeting of the membership, whichever shall occur first.

Section 6. Compensation.

No Director shall receive compensation for any service he/she may render to the Association as a Director, except as specifically provided in these By-laws. However, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties if such expenditure has received prior Board approval and the proper receipts are duly submitted.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Annual Meeting.

An annual meeting of the Board of Directors shall be held within ten (10) days of each annual meeting of members, at such place and time as shall be fixed by the Directors at the annual meeting of members, and no notice shall be necessary to the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 2. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such interval and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 3. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than a three (3) day notice to each Director given personally, by mail, telephone, electronic mail, or fax, which notice shall state the time, place, and purpose of the meeting.

Section 4. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5. Action Taken Without a Meeting.

The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written or oral approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and shall be reflected in the Board minutes.

Section 6. Waiver of Notice.

Transactions at any meetings of the Board of Directors however called and noted or wherever held shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present. Either before or after the meeting each of the Directors not present shall sign a written waiver of notice or a consent to hold such meeting, or an approval of the minutes thereof, and such waivers, consents, or approvals shall be filed with the Association records and made a part of the minutes of the meetings.

Section 7. Official Business.

All official business submitted to the Board by other members shall be transmitted in writing, emergencies excepted, and such written business shall be submitted to the Board of Directors through the President, if available, and the Secretary-Treasurer if the President is not available. The Board of Directors, if reasonably possible, shall answer in writing all matters so submitted to it within thirty (30) days after the next meeting of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have the powers and duties necessary and incidental for the administration of the Association, and may do or provide for all such acts and things as are not prohibited by State law, these By-laws, Rules and Regulations, or provided for in another manner, including but not limited to the following:

- (a) Adopt and publish rules and regulations governing the activities of members, their guests, and/or renters when on Association property and establish penalties and fines for the infraction thereof.
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any dues or assessments levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- (c) Collect monthly dues, assessments, and fines. Note: To be in good standing on monthly assessments are due by the tenth (10th) of each month. File in the name of the Association a lien for those dues, assessments, and fines that are not paid within ninety (90) days after due date or bring an action at law against the member personally obligated to pay the same. In any event, all liens must be paid at any time a transfer of ownership is made whether or not said transfer involved payment of funds or was by gift, devise, or bequeath.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- (e) Delegate its powers to committees and officers.
- (f) 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.
- (g) Supervise all officers, agents and contractors of the Association, and see that their duties or contracted obligations are properly performed. No one Board member or officer may contract with anyone for Association services without majority Board approval. Should such unauthorized contracting occur, said Board Member or Officer responsible will be held personally liable for the total cost of any such contract.
- (h) Create two (2) separate accounts as follows: (1) an account into which all common assessments (dues) paid to the Association is deposited. This will be an operating fund for expenses that occur on an annual or more frequent basis and from which disbursements are made in performance of functions by the Association. (2) A reserve account that is to be used for emergency expenses that would not reasonably be expected to recur on an annual or less frequent basis.

- (i) Fix the amount and due date of any common, special, capital, or reconstruction assessment against each member as set forth in the By-laws.
- (j) Send written notice of the dues and/or special, reconstruction, or capital improvement assessments to members at least twenty (20) days prior to the date such dues and assessments are due.
- (k) Prepare an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, including deposits and withdrawals, and cause a copy of each such statement to be distributed to each member.
- (l) Prepare a budget of the income and expenses of the Association by the Annual Meeting and distribute at such meeting. Procure and maintain adequate liability and hazard insurance as may be determined by the Board of Directors and annually review such insurance policies.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices.

The officers of this Association shall be a President, Vice President, and a Secretary-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 Directors following each annual meeting of the members, except for the office of the Secretary-Treasurer. He/she shall be appointed by the Board and shall hold office for an indefinite period of time for purposes of continuity and shall be paid an amount as set by the membership.

Section 3. Term.

The Board shall elect the officers of this Association annually, and each shall hold office for three (3) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve, except for that office of the Secretary-Treasurer.

Section 4. Special Appointments.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.

On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from office with cause, and his successor will be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices.

The same person may hold no two offices with the exception of the Secretary-Treasurer.

Section 8. Duties.

The duties of the officers are as follows:

President. Except for the first year of the election of Board of Members no Director shall serve as President in the year he/she is first elected to the Board. The President, when present, shall preside at all meetings of the members and of the Board of Directors. He/she shall supervise all officers, and he/she shall sign, as President, all contracts, easements, and other instruments in writing that the Board of Directors has first approved. He/she shall co-sign all checks written for the Association in excess on One hundred dollars (\$100.00). He/she will appoint committees from among the membership from time to time as he/she may in his discretion decide is appropriate to assist in the conduct of the Association’s affairs. He/she shall call the Board of Directors together whenever he/she deems it necessary and shall have, subject to the advice and control of the Board, the general control and management of the affairs of the Association. He/she shall have the usual powers of supervision and management as may pertain to the office of President of a non-profit organization and such additional power and authority as may be conferred upon him by the Board of Directors and shall perform such other duties as may be properly required of him by the Board.

Vice President. The Vice President shall familiarize himself/herself with the affairs of the Association and in the absence, disability, or refusal of the President to act, shall possess the powers and perform the duties of that officer. He/she shall exercise and discharge such other duties as may be required of him by the Board.

Secretary-Treasurer. The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members. He/she shall serve notice of meetings of the Board and of the members and 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.

The Secretary-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 Directors. He/she shall sign all checks of the Association and secure the co-signature of the President for all check written in excess of One hundred dollars (\$100.00). He/she shall keep proper books of account and cause an annual audit of the Association books to be made at the completion of each fiscal year. He/She shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and to deliver a copy to each of the members.

ARTICLE VIII

BOOKS AND RECORDS

Section 1. Accessibility.

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The By-Laws of the Association shall be available for inspection by any member at the registered office of the Association where copies may be purchased at reasonable cost.

ARTICLE IX

DUES, ASSESSMENTS AND RULES

Section 1. Purpose of Common Assessment.

The purpose of the Common Assessments (monthly dues) levied by the Association shall be as set forth in the CCRs exclusively to promote the common health, safety, benefit, recreation and welfare of the members and for the improvement and maintenance of the Association.

Section 2. Amount of Common Assessment.

The amount of Common Assessment shall be one hundred and forty dollars (\$160.00) per month per member. The amount of the common Assessment for each member may be increased or decreased effective as of January 1 of each year by a favorable vote of sixty percent (60%) of the voting power of members, voting in person or by proxy, at an annual or special meeting, written notice of which shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. Any other times, assessments may be increased to pay for expenses, with 60% of the membership's approval.

Section 3. Capital Improvement, Reconstruction, and Special Assessments.

In addition to the Common Assessments authorized above, the Board of Directors of the Association may levy in any assessment year a Capital Improvement Assessment, Reconstruction Assessment, or Special Assessment. Such Assessment is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any common area improvements. Whenever the aggregate Capital Improvement Assessments in any fiscal year exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, such excess shall require the consent of sixty percent (60%) of the voting power of members, voting in person or by proxy, at an annual or special meeting, written notice of which shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of the meeting.

The Reserve Account monies will have the same requirement for spending as the Capital and Reconstruction Assessments: over 10% of the budgeted amount requires a sixty percent (60%) approval of the members.

Section 4. Uniform Rate of Assessment and Due Date.

Except as stated to the contrary herein, Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article must be fixed at a uniform rate for all members within the properties; provided however, that the Association may, subject to the provisions of this Article, levy Special Assessments against selected members who have caused the Association to incur special expenses due to willful or negligent acts of said members, their guest, tenants, agents, contractors or subcontractors. All Common Assessments shall be paid and collected at such frequency, as the Board shall determine from time to time.

ARTICLE X

REMEDIES OF THE ASSOCIATION

Section 1. Effect of Non-Payment of Assessment.

Any common Assessment, Capital Improvement Assessment, Special Assessment, or Reconstruction Assessment, or installment thereof, not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The member responsible therefore may also be further required by the Board of Directors to pay each month a late charge of fifteen dollars (\$15.00) or five percent (5%) of the amount of the delinquent assessment or installment, whichever is greater. The Association may bring an action at law against the member personally obligated to pay the same, and/or file a lien against the member's real property. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Association property or abandonment of his property.

Section 2. Notice of Assessment.

No action shall be brought to enforce any assessment lien, unless at least thirty (30) days have expired following the date a Note of Assessment is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the properties. The Notice of Assessment must include a good and sufficient legal description of any such property, the recorded Owner of reputed Owner thereof, and the amount claimed. This notice shall state interest due, late fees, attorney's fees, and expenses of collection in connection with the debt

secured by said lien, and name and address of the claimant. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association.

Section 3. Curing of a Default.

Upon the timely curing of any default for which a Notice of Assessment or Acceleration Notice was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting Owner of a fee, to be determined by the Association, but not to exceed One hundred fifty dollars (\$150.00), to cover the cost of preparing and recording such release. A Certificate shall be issued which is executed and acknowledged by and two (2) members of the Board stating that the indebtedness secured by the lien upon any real property created hereunder has been reconciled. This Certificate shall be retained in the Association files and a copy given to the owner/member. At the time any member transfers the ownership of his or her property, all outstanding liens, dues, and assessments must be paid in full whether the transfer results due to purchase, gift, devise, or bequeath.

No member may waive or otherwise escape liability for the dues or assessments provided for the hereby by non-participation in the Association.

ARTICLE XI

USE RESTRICTIONS

All real property subject to the Association By-Laws shall be held, used, and enjoyed in accordance with the provisions of the above referenced CCRs, and as they may be amended from time to time.

Section 1. General Restrictions.

The following restrictions shall be applicable to all Association property: No business or commercial activity and no unlawful or immoral activity shall be permitted. Except as agreed upon by the Association, there will be no structures or buildings put upon Association property, and no encroachments of any kind are allowed on said property. The member must accompany any guests using Association facilities or property.

Section 2. Nuisances.

No noxious or offensive activity shall be carried on in or upon Association property, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other member. The Board of Directors shall have the right to determine and affix a fine in accordance with the By-laws if any noise, odor, interference or activity producing such noise, odor or interference constitutes a nuisance.

Section 3. Animal Restriction.

Animals belonging to members, tenants or guests within the properties must be either kept within an enclosure, attended, or on a leash being held by a person capable of controlling the animal. The Association is granted express power to enforce this provision as strictly and severely as is necessary to carry out the intent hereof, including but not limited to, sanctions, monetary penalties, and/or animal removal. Furthermore, any member shall be absolutely liable to each and all remaining members, their families, guests, and tenants for any unreasonable noise or damage to persons or property caused by any animals brought or kept upon the properties by a member or by members of his family, his tenants or his guests. It shall be the absolute duty and responsibility of each such owner of an animal to clean up after such animals that have used any portion of the Association property.

Section 4. Family Members, Renters, and Guests.

Every member shall be responsible for his/her own family members, renters, or guests. Members must require all parties named above to follow all of the Association rules. Any violation of the rules or hazard created by such persons shall be the sole liability of the member or members.

Section 5. Peddlers and Hucksters.

All peddlers and hucksters shall be excluded from the Association property except those authorized by the Board, and a card or permit shall evidence such authorization stating the time for which said permit is issued.

Section 6. Enforcement of Association Rules.

Persons under gross violation of rules will be asked to appear before the Board. The person making the complaint must also appear or present a signed complaint to the Board. Non-appearance will be an automatic Twenty-five dollar (\$25.00) fine.

**ARTICLE XII
TERMINATION**

Section 1. Dissolution.

In the event of the dissolution of this Association, the net assets are to be distributed equally to and among the then members of the Association who are in good standing.

**ARTICLE XIII
AMENDMENTS**

Section 1. Amendment Procedures.

These By-laws may be amended, repealed or altered in whole or in part at any regular or special meeting of the members who are eligible to vote. A sixty percent (60%) affirmative vote either in person or by proxy will be required for such amendment; PROVIDED that any action pertaining to the sale of any of the real property which is commonly owned by the Members shall require approval by 75% of the members.

Section 2. Miscellaneous.

The fiscal year of the Association shall begin on the first (1) day of January and end on thirty-first (31) day of the December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the initial directors of the WESTWOOD HILLS SECOND & THIRD ADDITIONS PLANNED UNIT DEVELOPMENT PROPERTY OWNERS ASSOCIATION have approved and signed these By-laws this _____ day of _____, 2009.

Signatures of the Board of Directors:

Printed Name

Signature

