

WOODLANDS AT AUTUMN GLEN SECTION 1 AND SECTION 2-A HOMEOWNER'S ASSOCIATION, INC.

2020 BYLAWS

ARTICLE I

Name and Location

1. **Name** - The name of the corporation is WOODLANDS AT AUTUMN GLEN SECTION 1 and 2A HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".
2. **Principal Office** – The principal office of the Association shall be located at 841 E. Main Street, Spartanburg, SC 29302 but meetings will be held at a location designated by the board.

ARTICLE II

INTERPRETIVE PROVISIONS

Definitions of terms and other provisions set forth in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF WOODLANDS AT AUTUMN GLEN SECTION 1 recorded January 4, 2008 in the ROD Office for Spartanburg County, South Carolina in Deed Book 90-K at Page 188 as amended by First Amendment to Declaration of Protective , Covenants, Conditions, Restrictions, and Easements of Woodlands at Autumn Glen Section 1 recorded November 13, 2007 in Plat Book 162 Page 590 (as the same may be amended or modified from time to time, the "Supplemental Restrictions") and by First Amendment to the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS Woodlands at Autumn Glen Sec. 1 & Sec. 2-A page 2, sections 1 and 2 "The following property is hereby added to and is subject to the Protective Covenants filed in Deed Book 90-K, page 188: WOODLANDS AT AUTUMN GLEN: All those parcels or lots of land located on Willowpoint Lane, shown and designated as Lots Nos. 62, 63, and 64, all as shown on plat entitled "Final Plat, Woodlands at Autumn Glen Sec. 2-A", prepared by Cole Land Surveying LLC, dated June 13, 2019, filed in Plat Book 176, Page 100, Register of Deeds for Spartanburg County. All of said Covenants shall remain in full force and effect under the terms and conditions as so stated therein". The Declaration and Supplemental Restrictions are incorporated herein by this reference, made a part hereof, and shall control in the event of any conflict hereafter.

The following words when used herein (unless the context shall require a different meaning) shall have the following meaning:

- A. "Association" shall mean and refer to Woodlands at Autumn Glen Section 1 and Section 2-A Homeowners Association.
- B. "Woodlands at Autumn Glen Section 1 and Section 2-A" shall mean and refer to all of the lots and property shown upon a plat of "Woodlands at Autumn Glen Section 1 Subdivision" prepared for the Developer and recorded in the ROD Office of Spartanburg County.

DEE-2021-171



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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

- C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights which shall be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations, and Bylaws.
- D. "Developer" shall mean and refer to Hearthstone Realty, Inc., Yeng Yang, and any subsequent developers.
- E. "Lot" of "Lots" shall mean and refer to any numbered parcel of land shown upon a plat of Woodlands at Autumn Glen Section 1 and Section 2-A subdivision prepared for the Developer and recorded in the ROD Office of Spartanburg County.
- F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Woodlands at Autumn Glen Section 1 and Section 2-A Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure.
- G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 of the Declaration, Covenants, and Restrictions of Woodlands at Autumn Glen Subdivision Section 1 and Section 2-A.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association and the specific purposes for which it is formed exists to enforce the declarations , provide for maintenance, preservation, and architectural control of the property described in the declaration, to include residential lots, common areas, areas of common responsibility, and areas of extended lot owner responsibility. The health, safety, and welfare of the owners within the community and any addition hereafter be brought within the jurisdiction of the Association for this purpose:

- a. Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the common area, area of common responsibility, and area of extended lot owner responsibility, as set forth in the declaration;
- b. Fix, levy, collect, and enforce assessments and payments pursuant to the terms of the declaration in compliance with the law; pay all expenses in connection therewith; pay all office and other expenses incident to the conduct of the business of the Association, including all license fees, taxes and governmental charges levied or superimposed against the property.
- c. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the common area, as determined advisable by the Board of Directors;

- d. Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the common area, as security for money borrowed or debts incurred; provided that any such borrowing of money, mortgage, pledge, deed in trust or hypothecation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the members present or represented at a duly called meeting at which a quorum is present;
- e. Annex additional residential property and common area into the community; provided that any such annexation shall have been approved by the affirmative vote of the holders of not less than a majority of the votes of the members present or represented
- f. Participate in mergers and consolidation with other nonprofit corporations organized for the same or similar purposes; provided that any such merger or consolidation shall have been approved by the affirmative vote of the holders of a majority of the votes of all members of the Association;
- g. Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time.
- h. Designate, as set forth in these Bylaws and in the Declaration, or by amendment to these Bylaws, Neighborhoods to be under the authority and control of the Association pursuant to voting rights of the members as established by the Declaration, these Bylaws, as amended, and the Board of Directors.
- i. Have and exercise any and all powers, rights, and privileges which a corporation organized under the South Carolina Nonprofit Corporation Act (S.C. Code Annotated §§33-31-101, et seq.) (the "Act") may now or hereafter have or exercise, including the right to enter into agreements with other associations and entities for the management and maintenance of the common areas of such associations or entities; and
- j. Maintain liability and hazard insurance on the property to be procured by and in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina and to enter into co-insurance or other cost sharing arrangements with other associations within or related to the property.

Notwithstanding the purposes and powers of the Association enumerated above, the Association, after passage of control to the lot owners by conversion of the Class "B" membership to Class "A" membership as set forth in declaration, shall not enter into, either directly or indirectly, contracts or leases with the developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause,, which is exercisable without penalty at any time after transfer of control in accordance with the declaration, upon not more than ninety (90) days' notice to the other party to such contract or lease.

ARTICLE IV

MEMBERSHIP MEETINGS AND VOTING

1. Membership -The Association shall refer to any owner of a lot in Woodlands at Autumn Glen Section 1 as a member of the Association. The Association shall have two (2) classes of membership, Class "A" and Class "B" as set forth in the Declaration.

2. Annual Meetings – Annual meetings of the Members shall be held at a date, time, and specific location established by the Board of Directors each year. Written notification of meetings will be delivered via first class mail at least thirty (30) days prior to the scheduled meeting.
3. Special Meetings – Special meetings of the members may be called at any time by the President or the Board of Directors, or as otherwise prescribed under the Act. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.
4. Voting Rights – The Association shall have two (2) classes of voting membership as follows:

Class A: Class A members shall be all those owners defined in ARTICLE III and the declaration. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in the declaration and ARTICLE IV item number 1. When more than one person hold such interest or interests in any such Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine but in **NO** event shall more than one (1) vote be cast with respect to any such lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

- a. When the total votes outstanding in Class A membership equal to the vote outstanding in Class B membership; or
 - b. January 1, 2020.
5. Quorum – The presence at a meeting , whether in person or by proxy, of Members entitled to cast ten (10%) of the total votes of the Members of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at any duly called and noticed meeting, the Members present at the meeting may, by majority vote, adjourn the meeting without further notice to a new date, time, and place and the quorum requirement at such new meeting shall be reduced to five (5%) of the total votes of the Members of the Association. Nothing herein shall prohibit any such new meeting to be held at a later time on the same date and in the same place as the originally scheduled meeting.
 6. Proxies – Votes may be cast in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the

appointment form. Each proxy shall be revocable at the pleasure of the Owner issuing it, up to the time that the vote for which it is issued is cast. A proxy shall automatically terminate and cease to be effective upon (i) the Member attending any meeting and voting in person, (ii) conveyance by the Member of such Member's Lot, (iii) receipt by the Secretary or other officer or agent authorized to accept proxies of a written notice, signed by the Member, revoking the proxy, or (iv) receipt by the Secretary or other officer or agent authorized to accept proxies of notice of the death of the Member to the proxy casting a vote.

7. Voting Requirements – Unless otherwise required in these Bylaws, the Declaration, the Articles of Incorporation, the Act or other applicable law, the affirmative vote of the holders of the majority of the votes of the Members present or represented at a duly called meeting at which a quorum is present or represented, which affirmative vote also constitutes a majority of the required quorum is the act of the members.
 - a. Any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every member entitled to vote on the matter.
 - b. A written or electronic ballot shall:
 - i. Set forth each proposed action
 - ii. Provide an opportunity to vote for or against a proposed action
 - c. Approval by written or electronic ballot pursuant to this section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

ARTICLE V

BOARD MEMBERS: SELECTION AND TERMS OF OFFICE

1. Number & Types The affairs of the Association shall be managed by a Board of Directors of a minimum of three (3) Directors and a maximum of five (5) Directors. All Directors must be Members in good standing with the Association in order to seek election to or to continue holding a position on the Board of Directors. The board shall consist of a President, Vice-President, and a Treasurer. The Treasurer is the only board member that may hold two positions simultaneously with the second position being that of Secretary. In the event the Treasurer does serve as Secretary two additional Director positions would be allowed.
2. Term of Office At the first annual meeting after the adoption of these Bylaws, or at the annual meeting pursuant to Article VI Section 2 of these Bylaws. Directors for staggered terms of (3) three years in accordance with Section 6.2 of these Bylaws.

3. Removal

(a) Any Director(s) elected by the Members may be removed from the Board of Directors, with reasonable cause, by the affirmative vote of the holders of a majority of the votes of all Members of the Association.

(b) Any Director(s) who is a Member and who is not in good standing with the Association. Or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so, may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

(c) In the event of the death, resignation or removal of a Director, a successor shall be selected by majority vote of the remaining Directors and shall serve for the unexpired term of his/her predecessor.

4. Compensation Directors shall not receive compensation for their service on the Board5. Action Taken without a Meeting Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if the action taken by unanimous written consent of the Directors. The action must be taken by one or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

1. Nomination – Members of Woodlands at Autumn Glen Subdivision Section 1 and Section 2-A shall be notified in writing by first class mail of vacancies on the Board of Directors by the management company thirty (30) days prior to an election. Any member in good standing with the HOA of Woodlands of Autumn Glen Subdivision Section 1 and Section 2-A shall be eligible to seek a seat on the board. Good standing shall mean and refer to yearly assessments paid as scheduled, without violations or without repetitive violations, and without delinquent fees within two (2) years prior to the upcoming election. Members seeking election to the board shall submit in writing or email a bio indicating a desire to participate on the board by the designated due date assigned by the management company. The Board of Directors shall act as the nomination committee for any board vacancies. The Directors shall appoint one (1) director to act as Chairman for the nomination committee to collect nominations from the management company for the Directors to review and vote upon. A majority vote of the Directors will serve as a quorum for candidates to be entered into an election. Any Member that is not eligible to serve as a Board Director shall be notified either via first class mail or email at the discretion of the board with a reason as to ineligibility.
2. Election – Unless agreed to otherwise by the affirmative vote of a majority of the votes of Members present or by proxy at a duly called meeting at which a quorum is present, election to the Board of Directors shall be by ballot delivered via first class mail to all Members of the

Association. Members are allowed to vote in person at a duly called meeting, by ballot, or by proxy. At the first annual meeting **after** adoption of these Bylaws, the Members shall elect two (2) directors to staggered terms as follows: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, with the original three (3) Directors completing a three (3) year term from the date of the first election. The term of any Director will be extended and not expire until the next annual meeting at which a successor for that Director is elected and appointed. Nominations for vacant Director seats will follow the process for Article VI section 1. The nominee(s) receiving a majority vote of the Members will serve as a quorum for election to the Board of Directors. If no nominees are nominated pursuant to these Bylaws, the Director (s) shall be appointed by the current Board of Directors. Each member or proxy only has one vote pursuant to Article IV section 4 of these Bylaws.

ARTICLE VII

MEETINGS OF HOA BOARD MEMBERS

1. Regular Meetings - Regular meetings of the Board Members shall be held quarterly or more frequently, and at dates, times and places determined by a majority of the Board Members. Without the approval of all of the Board Members, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.
2. Special Meetings - Special Meetings of the Board Members shall be held when called by the President of the Association or any two (2) Board Members, after not less than two (2) days' notice is given, either personally, by mail, email or by telephone, to each Board Member, unless waived in writing signed by the President or by attendance of the meeting without objection or participation.
3. Quorum - A majority of the number of Members shall constitute a quorum for the transaction of business by the Board Members. Every act or decision authorized by a majority of the Board Members present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board Members.

ARTICLE VIII

POWERS, DUTIES, AND REQUIREMENTS OF THE BOARD OF DIRECTORS

1. Powers— The Board of Directors, when empowered, shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not limited to:
 - (a) Adopt, amend, and publish the Architectural Guidelines for the Community and Rules and Regulations of the Association governing (i) the community, Lots, the Common Area, and all other property easements established for the benefit of the Association Members, as well as, any facilities that may be placed or constructed thereon, (ii) the personal conduct of the Members and their guests while within the Property, and (iii) the establishment of Assessments for the infraction thereof;
 - (b) Suspend the voting rights, the right to use the recreational facilities on the Common Areas, and the services provided by the Association , including without limitation architectural

- review services, of a Member during any period in which each Member shall be in default in the payment of any Assessment levied by the Association for any other violation of the Declaration, the Architectural Guidelines, or the Regulations;
- (c) Exercise for the Association of all the powers, duties, and authority vested in, reserved, or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
 - (d) Declare the office of a Director to be vacant in the event such Director (i) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence have been excused by a quorum majority of the Board of Directors, or (ii) is not in good standing as a Member of the Association, including without limitation failure to pay any Assessments when due;
 - (e) Employ a manager, an independent contractor or other employees as may deem necessary, to prescribe their duties.
 - (f) Levy assessments and to collect from the Members all costs of collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, the Architectural Guidelines, the Declaration, Articles of Incorporation and/or these Bylaws;
 - (g) Grant easements or waivers to, or enter into licenses with Lot Owners in the Community with respect to encroachments on the Common Area and other violations of the Declaration, Architectural Guidelines and Regulations; and
 - (h) Delegate, in part or in whole to any employee, agent, director, officer, contractor, manager, or other appropriate entity, any power or authority given to the Board of Directors by the Declarations or these Bylaws.
2. Duties – It shall be the responsibility of the Board of Directors to:
- (a) Comply with the requirements of the Act regarding annual meetings.
 - (b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
 - (c) Perform such other duties as required by the Declaration, the Articles of Incorporation of the Bylaws.
 - (d) The Board of Directors of the Association shall fix the date of any special assessment and at least (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
 - (e) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner(s) personally obligated to pay the same as provided in the Declaration, or both;
 - (f) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. At all times, the Association records with respect to payment made or due shall be deemed correct unless proper

documentation to the contrary can be produced. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board of Directors or the management company for the issuance of these certificates.

- (g) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with an A.M Best rating of AA or better (or an equivalent rating);
 - (h) Cause and pay for all offices or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors.
 - (i) Cause the Common Area to be maintained.
3. Requirements: The Board may, without a vote of the Members initiate actions or proceedings;
- (a) initiated to enforce the provisions of or otherwise permitted by the Declaration, these Bylaws, Architectural Guidelines, or Regulations;
 - (b) initiated to challenge property taxation or condemnation proceedings;
 - (c) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

ARTICLE IX

OFFICERS AND DUTIES OF OFFICERS

Enumeration of Offices – The office of this Association shall be a President , Vice President and Treasurer, who shall be appointed from the then current Directors, a Secretary, and such other officers as the Board of Directors may from time to time by resolution create.

Appointment of Officers – All officers shall be appointed by the Board of Directors.

Term – Officers of the Association shall be appointed annually by the Board of Directors and shall each hold office for one (1) year unless such officer shall resign, be removed, or otherwise be disqualified to serve.

Special Appointments – The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine in its sole discretion, the authority, duties and compensation of such other officers, agents, or entities and the period of time such other officers, agents and entities shall perform such duties. The Board of Directors may remove such other officers, agents, or entities in its sole and absolute discretion.

Resignation and Removal – Any officer may be removed from office, by a majority vote of the Board of Directors for misconduct. Any officer may resign at any time giving written notice to the Board of Directors, the President, or 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.

Vacancies – A vacancy in any office will follow the same procedure for election of Directors to the board pursuant to Article VI of these Bylaws.

Multiple Offices – The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously

hold more than one (1) of any of the other offices except in the case of special offices created pursuant to special appointments as noted in Article IX.

Duties – The duties of the Officers are as follows:

- a) President – The President shall preside at all meetings of the Board of Directors; see that the orders and resolution of the Board of Directors are carried out; may be authorized by the Board of Directors to sign all contracts, leases, mortgages, promissory notes, deeds, and other written instruments and shall be authorized, in addition to the Treasurer and any other authorized parties, to sign on all Association checking accounts.
- b) Vice President – The Vice President shall act in the place and stead of the President 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 of Directors.
- c) Secretary – The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; coordinate with the management company regarding any documents requiring a corporate seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.
- d) Treasurer – The Treasurer shall maintain financial records in accordance with financial statements provided by the management company, set the budget for the Homeowners Association upcoming assessments, levy assessments upon majority agreement of the Board of Directors; if authorized by the Board of Directors shall sign all checks, promissory notes, and other financial instruments of the Association; and keep proper books of accounts.

ARTICLE X

COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY

When empowered, the Board of Directors by majority vote may appoint an Architectural Control Authority for the community. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a nominating committee as contemplated herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors prior to any services being performed.

ARTICLE XI

BOOKS AND RECORDS

The books and records of the Association, required to be made available to the Members by the Act, shall at all times, during reasonable business hours and by appointment, be subject to inspection at the office of the Association.

ARTICLE XII

FUNDS AND BONDS

Payments and Depositories - All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expenses of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Articles of Incorporation and the Declaration. As Assessments are paid to the Association by any Owner of a Lot the same may be commingled with the Assessments paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors and in which the funds of the Association shall be deposited. Withdrawal of funds from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Bonds - At the discretion of the Board of Directors, fidelity bonds may be required on all members of the Board of Directors, the officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII

CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendment by Members; Correction of Clerical Errors. Except as otherwise required herein, by the Articles of Incorporation, or by applicable law, these Bylaws may be amended by the affirmative vote of the holders of the quorum as set in Article IV provided that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class "B" Membership. Without limiting the foregoing, the Association shall, at any time and from time to time as they see fit, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 14.2 Amendment by Board of Directors. In addition to any other right to amend as set out herein, the Board of Directors may amend and/or restate these Bylaws without the consent of the Lot Owners, their mortgagees, or the Association, in order to (1) designate, add, withdraw, or otherwise modify neighborhoods or neighborhood voting in the Community, or (2) add, subtract, or otherwise modify the number of Directors on the Board.

Section 14.3 Conflict with Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws or the Regulations, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration, the Regulations, and these Bylaws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

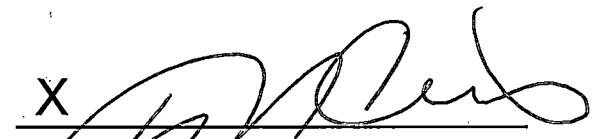
Section 15.1 In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 15.2 Subject to the right of the Board of Directors to set such date or to a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

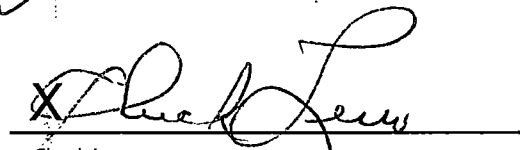
Section 15.3 The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 15.4 The Board shall interpret the terms of the Bylaws and its interpretation shall be final.

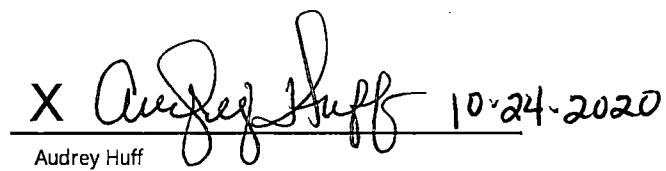
IN WITNESS WHEREOF, the undersigned incorporator of the WOODLANDS AT AUTUMN GLEN SECTIONS 1 AND 2-A HOMEOWNER'S ASSOCIATION, INC. hereunto set this hand and seal on this 24 day of October, 2020.

X 

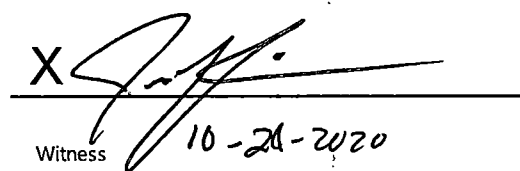
Tony Ennis
President
10/24/2020

X 

Chuck Lesso
Vice President
10-24-2020

X 

Audrey Huff
Treasurer
10-24-2020

X 

Witness
10-24-2020