

**BYLAWS OF  
CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC.  
A NON-PROFIT CORPORATION**

**ARTICLE I. NAME AND LOCATION**

- 1.1 The name of the corporation is CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC. The principal office of the corporation shall be located at Route 3, Box 162E, Spicewood, Texas 78669, and at such other offices or places as may be designated from time to time by the Board of Directors of the Association. Meetings for Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

**ARTICLE II. DEFINITIONS**

- 2.1 **Association** shall mean and refer to CROSSWIND PROPERTY OWNERS' ASSOCIATION, INC., its' successors and assigns.
- 2.2 **Common Area** shall mean all real property owned by the Association for the common use and enjoyment of the owners.
- 2.3 **Declarant** shall mean and refer to Crosswind Development Company Limited, its' successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.
- 2.4 **Declaration** shall mean and refer to the Declaration of Protective Restrictions and Covenants for Crosswind applicable to the subdivision and recorded on December 16, 1976, in the office of the County Clerk of Travis County, Texas, in Book 5648, Page 1389, and as amended, recorded on March 8, 1979 in Book 6497, Page 516.
- 2.5 **Lot** shall mean and refer to any plot of land shown on the recorded subdivision plat with the exception of the common area.
- 2.6 **Member** shall mean and refer to those persons who are owners in Crosswind Subdivision and Declarant, so long as Declarant owns any lot in the Subdivision.
- 2.7 **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Crosswind subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.
- 2.8 **Subdivision** shall mean and refer to that certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the declaration.

**ARTICLE III. FUNCTIONS OF THE ASSOCIATION**

- 3.1 **Purposes.** The purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and common area within the Crosswind Subdivision, and to promote the health, safety and welfare of the residents within the

Crosswind Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purpose. To carry out such purposes properly, the Association may at the discretion of its' Board of Directors perform the following functions and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter:

- 3.1.1 The Association may care for vacant, unimproved and unkempt lots in Crosswind Subdivision, remove and destroy grass weeds and rodents there from, and any unsightly and obnoxious things there from and do any other things and perform any labor necessary or desirable in the judgment of this Association to keep the Subdivision neat and in good order;
- 3.1.2 The Association may enforce charges, restrictions, conditions, and covenants existing upon and created for the benefit of said property over which this Association has jurisdiction; the Association may pay all expenses incidental thereto; the Association may enforce the decisions and rulings of this Association having the jurisdiction over any of said property; the Association may pay all of the expenses in connection therewith; and may reimburse any declarant under any declaration of conditions, covenants, restrictions, assessment or expenses incurred or paid by it in connection with the enforcement, or attempted enforcement, of any of the conditions, covenants, restrictions, charges assessments or terms set forth in any declaration;
- 3.1.3 The Association may improve, beautify and maintain parks, parkways, esplanades, rights-of-way easements, and other public areas;
- 3.1.4 The Association may construct and maintain recreational facilities;
- 3.1.5 The Association may perform any and all lawful things and acts which this Association at any time, and from time to time, shall, in its' discretion, deem to be the best interests of the Subdivision and the owners of the building sites thereon, and shall pay all costs and expenses in connection therewith;
- 3.1.6 Any powers and duties exercised by said Association relating to maintenance, operation, construction, or reconstruction of any facilities provided for herein may be contracted for with a qualified contractor as agent;
- 3.1.7 The Association may provide for garbage and rubbish collection and disposal;
- 3.1.8 The Association may provide police protection for the Subdivision if the Directors deem it advisable;
- 3.1.9 The Association may acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell lease, transfer, mortgage, or otherwise encumber, dedicate for public use or otherwise dispose of real or personal property in connection with the business of the Association;
- 3.1.10 The Association may assess and collect taxes on property submitted to the jurisdiction of this Association and shall be restricted in such function as provided in the agreements under which such property is submitted;
- 3.1.11 The Association may expend the monies collected by this Association from assessments or charges and other sums received by this Association for the payment and discharge of all costs, expenses, and obligations incurred by this Association in carrying out any or all of the purposes for which this Association is formed;
- 3.1.12 The Association may borrow money for the purpose of carrying out the corporate affairs, if the Directors deem such advisable.

## ARTICLE 4. MEETING OF MEMBERS

- 4.1 **Annual Meetings.** The first annual meeting of Members shall be held within one (1) year from the date of incorporation of the Association. Subsequent annual meetings of Members shall be held on the same Saturday of the same month of each year thereafter at the hour of 10:00 a.m.
- 4.2 **Special Meetings.** Special meetings of Members may be called at any time by the President or by the Board of Directors, or on written request of Members who are entitled to vote one-fourth of all votes of the membership.
- 4.3 **Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least then (10) days but not more than fifty, (50) 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 to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.
- 4.4 **Quorum.** The presence at the meeting, in person or by proxy, of at least ten percent (10%) of the Members entitled to cast votes shall constitute a quorum for conducting business at any meeting of Members. In the event a quorum is not present at the meeting, the meeting may be adjourned and a new notice shall be sent out stating a new meeting date and further stating that the number of Members which shall constitute a quorum at such meeting shall be five percent (5%) of the total Members entitled to cast votes at such a meeting. In the event a quorum is not present such second meeting, the meeting may be adjourned and a new notice shall be sent out stating a new meeting date and further stating the percentage of Members which shall constitute a quorum, which shall not be less than three percent (3%). At any such meeting where a quorum is not present, 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 is present. No Member shall be entitled to vote while delinquent according to Association records in the payment of any Association charges, assessments or taxes.
- 4.5 **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. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him/her of his/her lot.

## ARTICLE 6. BOARD OF DIRECTORS TERM OF OFFICE; FIRST ELECTION; REMOVAL

- 5.1 **Number.** A board of five (5) directors, who shall be Members of the Association, shall manage the affairs of the Association.
- 5.2 **Term of Office.** At the first annual meeting, the Members shall elect three directors for a term of one year, and two directors for a term of two years; at each annual meeting thereafter, the Members shall elect directors of a term of two years.
- 5.3 **Removal.** Any director may be removed from the board, with or without cause, by a two-thirds (2/3) vote of Members of the Association. In the event of death, resignation, or removal of a director, their successor shall be selected by the remaining board and shall serve for the un-expired term of his predecessor.
- 5.4 **Compensation.** No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for actual expense incurred in the performance of their duties.

## **ARTICLE 6. BOARD OF DIRECTORS NOMINATION AND ELECTION**

- 6.1 **Nomination.** Nomination for election to the Board of Directors shall be by nominating committee. At least ninety days before the annual meeting, the Board of Directors shall appoint a nominating committee composed of at least three (3) Members of the Association. The nominating committee shall consist of a chair who shall be a Member of the Board of Directors, and two or more Members of the Association. The nominating committee shall, within forty-five days of the annual meeting, present to the membership by mail their slate of candidates for each director position. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled. Members shall construe nothing in these Bylaws to prevent additional nominations. In order to place the names of the additional nominees on the printed ballot, it shall be necessary for the names of such candidates to be received by the Secretary at least thirty (30) days prior to the annual meeting. Write-in candidates shall be considered permissible at least twenty-four (24) hours prior to the convening of the annual meeting. All nominations must be accompanied by written consent of the candidates.
- 6.2 **Election.** Election to the Board of Directors shall be by secret written ballot. A ballot shall be mailed to all Members no later than ten (10) days prior to the annual meeting. Completed ballots will be returned in a sealed envelope to an election committee appointed by the Board of Directors, either by mail or presented at the annual meeting. Immediately following vote tabulation and certification by the election committee, the candidates will take office. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of these Bylaws and the Articles of Incorporation. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- 6.3 **Voting of Members.** Each Member entitled to vote upon a matter submitted to vote at a meeting of Members shall be entitled to one (1) vote in such matter and an individual owning more than one lot shall have one vote for each lot owned. At any meeting of the Members a majority of a quorum shall be sufficient for the approval of any matter before the Members.

## **ARTICLE 7. BOARD OF DIRECTORS MEETINGS**

- 7.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice as such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next day which is not a legal holiday.
- 7.2 **Special Meeting.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors after not less than seven- (7) days notice to each director.
- 7.3 **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board of Directors.

## **ARTICLE 8. BOARD OF DIRECTORS POWERS AND DUTIES**

- 8.1 **Powers.** The Board of Directors shall have power to:
- 8.1.1. Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

- 8.1.2. Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.
- 8.1.3. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the Member by the declaration, Articles of Incorporation, or by other provisions of these Bylaws.
- 8.1.4. Declare the office of a Member of the Board of Directors to be vacant in the event that such Member is absent from three (3) consecutive regular meetings of the Board of Directors without good and valid reason for such absence.
- 8.1.5. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

**8.2 Duties.** It shall be the duty of the Board of Directors to:

- 8.2.1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the Members entitled to vote thereat.
- 8.2.2. Supervise all offices, agents and employees of the Association and see to it that their duties are properly performed.
- 8.2.3. Subject to the Members rights provided herein and in the Declaration the Board of Directors shall:
  - 8.2.3.1 Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
  - 8.2.3.2 Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 8.2.3.3 Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- 8.2.4 Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge-for the issuance of these certificates.
- 8.2.5 Procure and maintain adequate liability and hazard insurance on all property owned by the Association.
- 8.2.6 Cause all officers, or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- 8.2.7 Cause the common area to be maintained.

**8.3 Services.** No director or officer of the Association shall be required to devote his/her time or render services exclusively to the Association. Each director and officer of the Association shall be free to engage in any and all

businesses and activities, either similar or dissimilar to the business of this Association without breach of duty to this Association and without liability to this Association. Likewise, each and every director and officer of this Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, whether or not the purposes, business and activities thereof be similar or dissimilar to the purposes, business or activities of this Association, without breach of duty to this Association or its Members and without liability of any character or description to the Association or its Members. No contract or other transaction of this Association shall ever be affected by the fact that any director or officer of the Association is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the directors present at a meeting of the Board of Directors at which such contract or transaction shall be authorized or confirmed, which majority shall consist of directors not so interested or connected.

## **ARTICLE 9. OFFICERS AND THEIR DUTIES**

- 9.1 **Enumeration of Offices.** The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.
- 9.2 **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.
- 9.3 **Term.** The officers of the Association shall be elected annually by the Board of Directors. Each shall hold office for a term of one (1) year unless they shall sooner resign, or shall be removed or otherwise disqualified to serve. No officer may hold the same office for more than two (2) consecutive years without the prior approval of the Members.
- 9.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time determine.
- 9.5 **Resignation and Removal.** The Board of Directors may remove any officer from office at any time with or without cause by a two-thirds (2/3) vote of the Members of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, 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.
- 9.6 **Vacancies.** A vacancy in any office may be filled by appointment of the Board of Directors. The officer appointed to such vacancy shall serve for the un-expired term of the officer whom they have replaced.
- 9.7 **Multiple Offices.** The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to §9.4 of this Article.
- 9.8 **Duties.** The duties of the officers are as follows:
- 9.8.1. **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall, with a proper attestation of the Secretary, sign all leases, mortgages, deeds and other instruments, and shall co-sign all checks and promissory notes.
- 9.8.2. **Vice President:** The Vice President shall act in the place of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board of Directors.

9.8.3. **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; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board of Directors and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board of Directors or by law.

9.8.4. **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all funds, of the Association, and shall distribute such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report of which shall be given at the regular annual meeting of Members.

9.9 **Indemnification.** Each director and officer of the Association shall be indemnified by the Association against all expenses (including costs and attorneys' fees) which may hereafter reasonably be incurred or paid by them in connection with any action, suit or proceeding to which they may hereafter be made a party by reason of their being or having been such director or officer, or by reason of any action or omission or alleged action or omission by him/her in such capacity, and against any amount or amounts which may be paid by him/her (other than to the Association) in reasonable settlement of any such action, suit or proceeding, where it is the interest of the corporation that such settlement be made. In cases where such action, suit or proceeding shall proceed to final adjudication, such indemnification shall not extend to matters as to which it shall be adjudged that such director or officer is liable for negligence or misconduct in performance of his/hers duties to the corporation. The right of indemnification herein provided shall not be exclusive of other rights to which any director or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such director or officer, and shall inure to the benefit of the heirs, executors, and administrators of a director or officer.

9.10 **Compensation.** All officers and employees appointed, or whose appointment is authorized by the Board of Directors, may receive compensation in reasonable amounts, commensurate with the duties of their respective positions, as may be determined by the Board of Directors.

## **ARTICLE 10. FINANCIAL MANAGEMENT**

10.1 **Contracts.** The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, in the name of and on behalf of the Association to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors or especially authorized by the Bylaws, no officer or agent or employee shall have any power to authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or to any amount. Notwithstanding the other provisions of this paragraph, no contract or other instrument, which requires and expenditure of more than \$1,000.00 of unbudgeted funds of the Association, or in the case of budgeted funds, \$1,000.00 in excess of such budgeted funds, may be entered into by the Board of Directors without the prior consent of the Members. The Board of Directors is expressly authorized to enter into contracts and other instruments (without the requirement of Member approval) for any amounts which are contained in the annual budget and for amounts up to, but not exceeding \$1,000.00 over the amount of any budgeted item.

10.2 **Loans.** No loan or other evidence of indebtedness shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the vote of the Board of Directors, and further provided, than any loans or other indebtedness on behalf of the Association which is in excess of \$1,000.00 shall be approved by the vote of the Members, unless such loan or other indebtedness has been made a part of the budget which has been approved by the Members.

- 10.3 **Checks and Drafts.** All checks, drafts and other orders for the payment of money out of the funds of the Association and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- 10.4 **Depositories.** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such bank or other depositories as the Board of Directors may select, and for the purpose of such deposit the President, Vice President, Treasurer or Secretary or any other officer or agent or employee of the Association to whom such power may be delegated by the Board of Directors, may endorse, assign, and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Association.
- 10.5 **Accounts.** All funds of the Association shall be merged into and hereinafter maintained in one account hereafter known as the operating and maintenance account. All funds, plus interest accrued from the deposit of these funds, plus all funds received from the Mill levy on the lots in the subdivision owned by the Members, plus any interest accrued by deposit of these funds, or any other monies received from the sale of maintenance equipment or other Association property, plus any gifts or donations, or monies received from any other source in the normal operation of the Association shall be kept in this account. All expenses for the Association shall be paid from this account.
- 10.6 **Budget.** The Board of Directors shall formulate and adopt a budget for the following fiscal year not later than the regular December meeting of said Board of Directors. Said budget must be presented to and approved by vote of the Members at their annual meeting.
- 10.6.1 All regular and/or predictable expenses that have been delineated in the budget, said budget having been adopted by the Board of Directors, may be paid by the Treasurer without further authorization from the Board. Bids shall be solicited for any items exceeding \$1,500.00 in costs, which are authorized by the budget.
- 10.6.2 Subject to the other provisions of these Bylaws, the Board shall authorize items for which costs have not been established or any unplanned expense not itemized in the budget.

## **ARTICLE 11. COMMITTEES**

The Association shall appoint an Architectural Committee, as approved in the declaration, and a Nominating Committee as provided in Article 6 of these Bylaws. In addition the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

## **ARTICLE 12. ASSESSMENTS**

As more fully provided in the declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments that are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, a late charge of \$25.00 shall be charged and the assessment shall bear interest from the date of delinquency at the rate of (18%) per annum, or the highest rate allowed by applicable law, whichever is lower, accruing from the date of such delinquency until the date of payment, and the Association may bring an action at law against the owner personally obligated to pay the same, and/or may foreclose the lien against the affected property. In the event any action is filed in a court of competent jurisdiction for foreclosure of such lien or for collection of any amounts due, then in addition to any other damages provided for herein, the lien holder shall be entitled to recover the sum of \$1,000.00, as liquidated damages for the inconvenience of affecting collection such assessments. Interest, costs and reasonable attorney's fees of any action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of



his/her lot. As further security for the payment of the above described assessments, the owners hereby transfer, assign, and convey unto the Association all rents issuing or to hereafter issue from any lot or lots which of said assessments, the Association is hereby authorized at its option, to collect rents for the affected property, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said assessments and any other amounts due hereunder in the manner as the Association may elect. The collection of said rents by the Association shall not constitute a waiver of any other rights provided for hereunder. Nothing herein shall be construed or interpreted to authorize the collection of interest in excess of the maximum rates allowed by law, and in the event the rates provided for herein shall be determined to be in excess of the highest rates allowed by applicable law, then the rate shall immediately be lowered to equal such highest rate, and any funds received in payment for any excess interest shall be immediately applied towards any other amounts due hereunder or shall be immediately refunded.

### **ARTICLE 13. BOOKS, RECORDS AND INSPECTION**

The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

### **ARTICLE 14. CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Crosswind Property Owners' Association.

### **ARTICLE 15. FISCAL YEAR**

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin in the date of incorporation and shall end on December 31<sup>st</sup> of the year of incorporation.

### **ARTICLE 16. NOTICE, WAIVER OF NOTICE AND CONSENTS**

**16.1 Notices.** Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at their post office address, as it appears on the books of the Association, and such notice shall be deemed to have been given on the date of such mailing. Any notice required by law or these Bylaws may be waived by the execution of a written Waiver of Notice by the party to whom notice was to be given, or by his/her proxy, which may be signed before or after the event requiring notice. Attendance in person or by proxy at a meeting shall be deemed to be a Waiver of Notice unless the person attending does so solely for the purpose of protesting the legality of the meeting and announces such purposes before casting a vote on any business transacted at the meeting.

**16.2 Consents.** Any action which may be taken at a meeting of the Board of Directors or Owners may be taken without a meeting, if such action is authorized by a written consent signed by a majority of all those who would be entitled to vote on such action at a meeting. The executed consent shall be filed with the Secretary and placed in the minute book of the Association.

### **ARTICLE 17. RESIGNATIONS**

Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time of its receipt by the President or Secretary of the Association. The acceptance of the resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

## **ARTICLE 18. AMENDMENTS**

The Bylaws may be amended, at a regular meeting or special meeting of Members, by vote of majority or a quorum of Members present in person or by proxy.

## **ARTICLE 19. NO WAIVER OF RIGHTS**

The failure of the Crosswind Property Owners' Association, Inca or any subdivision owner to enforce any covenants, restrictions or any other provisions of the Crosswind Subdivision restriction, the Association Charter, Bylaws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

## **ARTICLE 20. CONFLICTS**

In the case of any conflict between the Article of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.