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Richard P. McGowan  
1904 Farnam St., #725  
Omaha, NE 68102

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**SECOND AMENDED AND RESTATED BYLAWS**  
**OF THE DIRECTORS OF THE**  
**WOODSTONE PROPERTY OWNERS ASSOCIATION, INC.**

These Second Amended and Restated Bylaws shall supersede the Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc. and all amendments thereto.

Article 1.      Starting Date.

1.1 These Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc. shall take effect on **May 20, 2010**.

Article 2.      Association Address.

2.1 Woodstone Property Owners Association, Inc.  
643 N. 98<sup>th</sup> Street #164  
Omaha, Nebraska, 68114

Article 3.      Definitions.

3.1 "Association" shall mean and refer to Woodstone Property Owners Association, Inc., its successors and assigns.

3.2 "Board" shall mean and refer to the Board of Directors of the Association.

3.3 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3.4 "Resident of the Association", or more simply "Resident", shall denote any person who declares his/her permanent-residence to be at a property that *is* part of the Association, and who is physically present in residence at that property for a minimum of 180-days per year.

3.5 "Property" shall mean Lots one (1) through seven (7), inclusive, and Lots nine (9) through thirty-seven (37), inclusive, Woodstone Replat; Lots one (1) through thirteen (13), inclusive, Woodstone II; Lot one (1), Orchard Heights First Addition; Lot six (6), Marshall & Lobeck's Addition, Lots one (1) and (2), Woodstone Replat 3, all of the preceding as surveyed, platted and recorded in Douglas County Nebraska; and any other real property the Association may annex in the future.

3.6 "Common Area" shall mean any and all property, including the improvement thereto, owned by the Association for the use and enjoyment of all Owners.

3.7 "Bylaws" shall mean and refer to these Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc,

3.8 "Declaration" shall mean and refer to this Amended Declaration of Covenants, Conditions and Restrictions of the Woodstone Property Owners Association, Inc.

3.9 "Articles" shall mean and refer to the Restated Articles of Incorporation of the Woodstone Property Owners Association, Inc.

3.10 "Officer" shall mean and refer to any Board member elected to or appointed by Board members elected to the Board by Woodstone membership to an officer position on the Board.

#### Article 4. Membership and Voting Rights.

4.1 Membership. Each and every Owner of record, whether one or more persons or entities, who has or have legal title to the property, including contract sellers, but excluding those whose interest exists mainly as security for the performance of an obligation shall be considered a Member of the Association, and hereinafter referred to simply as a "Member". Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by the Association.

4.2 Members-in-Good-Standing shall mean and refer to individuals or entities who (a) meet the criteria for Membership as stated in Article 4.1, and (b) whose payments for Association assessments, services and dues as prescribed in the Declaration are current, or who have made arrangements with the Board regarding such payments.

4.3 Voting-Rights. Only Members-in-Good-Standing or their proxies shall be entitled to vote at any meeting of the Association. When more than one person holds an interest in any property, the vote for such property shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one property.

#### Article 5. Meetings of the Members of the Association

5.1 Annual Meetings. A meeting for the full Membership of the Association shall be held once each year for the purpose of electing Directors of the Board according to the provisions outlined in these Bylaws, and for discussion and vote on: (a) the yearly budget, (b) dues and (c) assessments for the coming year, and (d) any other business that is before the Association at the time. This meeting shall be held in March or April at a time and place selected by the Board. Directors elected at this meeting

shall begin their term of office immediately upon their acceptance of the vote to elect them. The terms of incumbent Directors replaced by new Directors will expire immediately prior to this time. Dues set at an Annual Meeting shall not be increased by the Board without approval of a majority of a quorum of Members-in-Good-Standing at the next Annual meeting, or at a meeting of the Membership called for that purpose in accordance with these Bylaws.

5.2 Special Meetings. Special meetings of the Members may be called at any time by: (a) the President of the Association, (b) a quorum of the Board of Directors, (c) a Grievance committee as described later in this document, or (d) upon written petition signed by twenty-five percent (25%) of the current Members-in-Good-Standing.

5.3 Notice of Meetings. Board shall give at least 14 days advance notice for all meetings of the Members. Notice shall be sent to each Member irrespective of standing either by mail or by leaflets distributed to the units. Notices sent by mail shall be 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 notice. All notices shall specify the place, day and hour of the meeting and the purpose of the meeting.

5.4 Quorum to Vote on Matters Described in the Meeting Notice. Twenty percent (20%) or more of the votes entitled to be cast (20% of the Members-in-Good-Standing) shall constitute a quorum to vote at any scheduled meeting on matters described in the meeting notice. Members constituting this quorum may be present in person or they may appoint a proxy, as described in Article 5.7.

5.5 Quorum to Vote on Matters NOT Described in the Meeting Notice. Pursuant to Neb. Rev. Stat. §21.1961(d), one-third (1/3) or more of the votes entitled to be cast (1/3 of the Members-in-Good-Standing) shall constitute a quorum to vote at any annual or regular meeting on matters NOT described in the meeting notice. Members constituting this quorum may be present in person or they may appoint a proxy, as described in Article 5.7.

5.6 Action to be Taken if there is no Quorum at a Meeting. If a quorum is not present at a meeting, the presiding officer shall adjourn the meeting and a new meeting shall be arranged in the manner prescribed for scheduling meetings specified in these Bylaws. If a quorum of the Membership cannot be assembled to elect new Directors before existing terms expire, or to approve a new budget before the existing authorization expires, then: (a) the sitting Board will continue to serve until new Directors can be elected, and (b) the Board shall enact a temporary budget including dues and assessment rates as it deems necessary to meet current financial obligations and to maintain schedules.

5.7 Proxies. At meetings of the Membership, Members entitled to vote may appoint a proxy to vote in their stead. Proxies shall be submitted in advance of the meeting in writing on a form supplied by the Board, and shall be filed with the secretary

or an acting secretary- designated by the Board. Every proxy shall be revocable and shall automatically cease if the Member attends the meeting or is no longer a Member prior to the meeting.

## Article 6. Board of Directors: Selection and Terms of Office

6.1 Number of Directors. The affairs of this Association shall be managed by a Board of five (5) or more Directors subject to the following conditions: (1) there shall be only one Director per address in the Association, (2) only a Member in good-standing of the Association who is in residence may serve as a Director. Renters or non-resident Members shall not be Directors. The titles and duties of Directors are elaborated in these Bylaws.

6.2 Nomination of Directors. Each year, at least 30 days prior to the Annual Meeting of the Association Members, the Board shall assemble a committee of Members for the purpose of nominating candidates for election to the Board. The makeup of this committee shall be left to the Board, except that at least one-half (1/2) of the nominating committee Members shall be individuals not currently serving as Members of the Board. Nomination for election to the Board of Directors shall be solicited by the Board of Directors from among the Members of the Association. The nominees' names shall be set forth in the notice of the Annual Meeting. Additional nominations may also be made from the floor at the Annual Meeting.

6.3 Election of Directors. Elections to the Board of Directors shall be by secret written ballot or proxy of each Member entitled to vote. In each election, the persons receiving the largest number of votes shall be elected to the available positions. In the event of a tie, a run-off vote shall be taken.

6.4 Terms of Office of Directors. Directors will serve for a term of three (3) years. No Director may serve more than two (2) consecutive terms. However, a former Director shall become eligible again for election to the Board in the regular manner after an intermission from office of one or more years. The terms of office of Directors shall be staggered.

6.4.1 Extending the terms of Directors. If three (3) or more positions on the Board are open for replacement at the same election, or if there is an insufficient number of candidates in an election to replace vacating Directors, the current Board at its discretion and with approval of a simple majority of a quorum of Members-in-Good-Standing, may extend the current terms of some Directors scheduled for reelection or retirement for a period not to exceed one additional year.

### 6.5 Resignation or Removal of Directors and Filling Vacancies on the Board

6.5.1 Resignations. A Director may resign at any time giving written notice to the President of the Board. 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. The Board shall then declare the post of that Director to be vacant.

6.5.2 Inability to Serve. In case of the death of a Director, or if a Director is no longer an Owner and/or Resident, the Board shall declare the post of that Director to be vacant.

6.5.3 Removal by the Board. If a Director of the Board is absent from three (3) consecutive, regular meetings the remaining Directors may, at their discretion, declare the post of that Director to be vacant.

6.5.4 Removal by the Membership. Any Director may be removed from the Board, with cause, by vote of a simple majority of a quorum of the Members-in-Good-Standing at an Annual Meeting or at a Special Meeting after notice has been given as directed in Section 5.2 of these Bylaws. The Board shall then declare the post of that Director to be vacant.

6.5.5 Filling Vacancies. A vacancy on the Board for reasons other than expiration of a term may be filled by the Board of Directors by appointment from among the Members-in-Good-Standing. Individuals appointed to fill a vacant position shall serve the remainder of the term of their predecessor and be eligible to serve one successive term if reelected. Such individuals will again be eligible for election to the Board as new candidates following an intermission from Office on the Board of one or more years.

6.6 Expense Allowances and Compensation for Directors. Directors may be reimbursed for out-of-pocket expenses and may receive a per-diem allowance to cover other expenses incurred in the performance of their duties. Those duties covered by a per-diem allowance, and the rate of this allowance shall be proposed by the Board and presented to the Membership for approval each year at the Annual Meeting. Approval shall require a simple majority vote of a quorum of the Membership. Any other compensation of Board members must have the approval of a simple majority vote of a quorum of the Membership at the Annual Meeting.

6.7 Staff Persons to Assist Directors of the Board. Individual Directors may, at their discretion and with ratification of a simple majority of the Board, enlist additional staff persons as volunteers to assist the Director in executing his or her duties. These staff persons need not be residents or Members of the Association. At the Board's invitation, these staff persons may attend meetings of the Board and the Association and contribute fully to discussions. However, staff persons will have NO authority to: (a) vote at board meetings or meetings of the Membership apart from their ordinary right if they are Members of the Association, or (b) represent the Association or the Board in any of the affairs or transactions of the Association or the Board except where they have written authorization from the Board. Neither the Board nor the Association shall

be responsible for nor be obligated to honor any commitments made by a staff person without prior written authorization from the Board.

6.8 Compensation for Staff Persons. Staff persons serve as volunteers and shall receive no salary or wages. They may be reimbursed for out-of-pocket expenses previously authorized by the Board.

Article 7. Officers of the Association and Their Duties.

7.1 Enumeration of Offices. The officers of this Association shall, include a: (a) President, (b) Vice-President, (c) Secretary, (d) Treasurer, (e), Manager of Architectural Control and (1), Manager of Repairs and Maintenance, all of whom shall be Members of the Board of Directors. The Board may also appoint a bookkeeper and additional staff as the Board sees fit. The bookkeeper and additional staff need not be Members of the Board, though Members of the Board, except for the President, may assume these positions.

7.2 Appointment of Officers. Vacancies in the office of President and Vice-President of the Association shall be filled by simple majority vote of the Board at its first meeting following the Annual Meeting held to elect Board Members. Vacancies in other offices shall be filled by simple majority vote of the Board at the earliest possible time following designation of the President and Vice-President.

7.3 Ad-hoc Appointments of Officers. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for whatever period; have whatever authority, and perform such duties as the Board may from time to time deem necessary.

7.4 Multiple Offices. The office of President and Vice-President may not be held concurrently by the same person, nor may the President or Vice-President hold any other official position on the Board. No person shall simultaneously hold more than two of any of the other offices specified in this document or created by the Board.

7.5 Duties. The duties of the officers are as-follows:

7.5.1 President. The President shall chair the Board of Directors, preside at meetings or the Association Membership; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall co-sign all checks and other financial instruments that may be required.

7.5.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge any other duties as may be required of him or her by the Board.

7.5.3 Secretary. The Secretary shall record votes, keep minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep current records showing the Members of the Association and their addresses; and perform such other duties required by the Board.

7.5.4 . The Treasurer shall monitor all receipts and deposits in all accounts of the Association and shall disburse any funds for expenditures incurred and approved by the board. Any disbursement great than \$500 shall be co-signed by the President or other designated Board Member Officer. The Association books shall be kept by an accounting service selected by the board. The Association books shall be reviewed by a certified public accounting firm upon the completion of each fiscal year. The Treasurer shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

7.5.5 Manager of Architectural Control. The Manager of Architectural Control shall work to maintain pleasing and harmonious appearance and ambiance in the Association lands and property exteriors as specified in the Declaration.

7.5.6 Manager of Repairs and Maintenance. Duties of the Manager of Repairs and Maintenance are to: (1)-insure that the Association lands and property exteriors are kept in good repair as specified in the Declaration, and (2) insure that the Association lands and property exteriors are well maintained as specified in the Declaration.

7.6 Delegation of Authority. In the absence of the President, the Vice-President shall assume the responsibilities of the Office of the President. In the absence of both the President and the Vice-President, the Treasurer shall assume the responsibilities of the office of President.

## Article 8. Meetings-of the Directors.

8.1 Regular Meetings. Meetings of the Board of Directors shall be held regularly at a place and time set by the Board.

8.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by at least three (3) Directors but never less than twenty-percent (20%) of the Directors then in office. Each Director shall be notified of the time, place and purpose of the special meeting. The Director(s) calling a special meeting should strive to give at least two days advance notice of the meeting. However, these Bylaws require no minimum notice time for special meetings.

8.3 Meetings by Telephone. If the President determines that business necessitates a meetings by telephone, then pursuant to Nebr. Rev. Stat §21-1980, meetings of the Directors may be held by telephone provided all Directors participating



may simultaneously hear each other during the meeting. A Director participating in a meeting by this means *is* deemed to be present in person at the meeting.

8.4 Quorum. The larger of three (3) Directors or one-third (1/3) of the Directors currently in office 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 present shall be regarded as equivalent to an action of the full Board.

8.5 Actions Taken without a Meeting of the Board of Directors. Pursuant to Nebr. Rev. Stat §21-1981, actions may be taken by the Board without a meeting if the action is taken by all the Members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each-Director, and included in the minutes filed with the records reflecting the action taken.

8.6 Proposals by Director Regarding Director's Property. A Director shall recuse himself/herself from voting on any proposal before the Board regarding such Director's own property. Such Director may present their proposal to the Board at any regularly scheduled Board meeting. Such Director shall leave the Board meeting at which such proposal is voted on prior to discussion and voting by the Board and shall not be present during such discussion and voting.

## Article 9. Powers and Duties of the Board of Directors.

9.1 Powers. The Board of Directors shall have all powers under the Nonprofit Corporation Act including, but not limited to, the following. The Board may:

9.1.1 Adopt rules and regulations governing the use of the common area and facilities and to establish penalties for the infraction of these rules and regulations.

9.1.2 Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Board on behalf of the Association.

9.1.3 Exercise on behalf of the Association all powers, duties and authority enjoyed by the Association that are not otherwise reserved for the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

9.1.4 Engage a manager, independent contractors or agents as the Board deems necessary, and to prescribe the duties of said manager, contractors and agents.

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

9.2.1 Administer and enforce the Declaration.

9.2.2 Make available to all Residents and Owners upon request, a full set of the rules and regulations that govern the actions of the Board and the transactions of the Board. This shall include, but not be limited to, the Articles, Bylaws and the Declaration of the Association, and minutes of the meetings of the Board.

9.2.3 Record the minutes of each meeting of the Board and of the Membership and to present a statement of these minutes at the following meeting of the Board or the Membership. The Board shall supply a copy of the minutes of meetings to any Member (irrespective of standing) who makes such a request in writing,

9.2.4 Appoint and supervise all Officers, Agents and Representatives of this Association, and to see that their duties as prescribed in the Articles, Bylaws and Declaration are properly performed.

9.2.5 Fix the amount of the annual dues and assessments levied against each property as prescribed in the Declaration.

9.2.6 Send written notice of any changes in dues and assessments to every Owner, at least thirty (30) days in advance of the effective date of the change.

9.2.7 Foreclose the lien against any property for which assessments are not paid within a reasonable time, per the discretion of the Board and may bring an action of law against the individual(s) personally obligated to pay the same.

9.2.8 Notify Members whose dues or assessments are in arrears that their voting rights are in jeopardy and what they must do to avoid losing their voting rights. Such notification shall be in writing and sent no later than 14 days before any meeting that may require a vote by the Membership.

9.2.9 Issue upon written request by any Member, a certificate setting forth whether any assessments or debts outstanding by that Member have been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate when signed by the Treasurer shall be conclusive evidence of such payment.

9.2.10 Release upon written request by any Member, information regarding the current status of the Member's dues and assessments to mortgage companies, banks or other institutions pursuant to financing, refinancing, sale, exchange, or transfer the Member's property.

9.2.11 Procure and maintain on behalf of the Association and for the Properties owned by the Owners, one or more policies of insurance for the benefit of said owners mid their mortgagees. This insurance shall be of an "All Risk" type and shall include coverage for or the replacement value of the dwelling proper against the perils of fire (including smoke and water damage), lightning, malicious mischief and vandalism; with extended coverage for the full replacement costs of damage or

destruction. Such policy or policies shall be written in the name of the Association, with proceeds payable to the Association. The proceeds of such insurance shall be applied, disposed of and used as directed by the Board to affect repairs or replacement or reconstruction of dwellings in the event of damage or destruction covered by said insurance.

9.2.12 Procure and maintain adequate liability and hazard insurance on property owned by the Association.

9.2.13 Cause all Directors to be insured to protect the Board and the Association from liabilities due to their actions as such, and to protect the Association in case of dishonest or illegal actions by Board Members to the full extent permitted by Nebraska law.

9.2.14 Require all agents and contractors engaged or otherwise employed by the Association to furnish proof of insurance, including workman's compensation and liability, to the Board, in writing. The Board shall also require bonding for jobs in excess of an amount set in advance by the Board.

9.2.15 Cause the exterior and surrounds of the dwellings subject to an assessment to be maintained as set out in the Declaration.

9.2.16 Obtain bids from at least two providers prior to contracting any work where costs exceed \$3,000. The Board shall review these bids and award the contract the Board deems is in the best interest of the Association.

9.3 Recourse of Association Members in Cases of No-Response by the Board. The Board is obliged to acknowledge within 14 days all inquiries or requests made in writing by Members of the Association, and to inform the Members about the status of inquiries or requests. (Note that the term "acknowledge" in this context does not imply approval of an inquiry or request.) However, the Board shall have no such obligation to respond to inquiries or requests not submitted in writing. If the Board fails to acknowledge a request within thirty (30) days of a second notice sent to the President by registered mail, the Board will be obliged immediately to authorize or otherwise perform the services requested at the Association's expense. However, under NO circumstances shall the Association be responsible in any way for goods or services that the Board itself did not perform itself or authorize in advance in writing. Any services or goods authorized by the Board under this provision shall still be subject to Architectural control\_

9.3.1 Replacing Members of the Board. Upon written petition by fifteen (15) or more Owners, a special meeting of the Membership may be called in accordance with procedures set forth in these Bylaws for the purpose of expelling one or more Directors, declaring these positions to be vacant, and holding an election to fill these vacant positions.

Article 10. Committees.

10.1 Ad-Hoc Committees appointed by the Board. The Board of Directors shall appoint committees as it deems appropriate in carrying out the Board's purpose.

10.2 Grievance Committee. The Board shall appoint a Grievance Committee as specified in this section in the event any dispute arises between one or more Owners and the Board that does not get resolved in a timely fashion, or if petitioned to do so in writing by the disputing party or parties, or fifteen (15) or more Members of the Association.

10.2.1 Composition of the Grievance Committee. The Grievance Committee appointed by the Board shall consist of Three (3) Members-in-Good-Standing of the Association. One Member shall be appointed by the Board, one Member shall be selected by the individual(s) involved in the dispute, and one Member shall be elected by the Association Membership as described in the following section.

10.2.2 Electing the Grievance Committee. Asking for volunteers from among residents who are neither serving on the Board nor involved in the dispute to serve on the Grievance Committee. At the meeting, the candidate receiving the most votes from a quorum of twenty-percent (20%) of the Members-in-Good-Standing or their proxies shall serve on the committee. In case of ties, a run-off ballot will be taken.

10.2.3 Term of service on the Grievance Committee. Members of the Grievance Committee shall serve until the dispute is resolved or until the Grievance Committee decides by a majority vote to disband. If a Grievance Committee Member can no longer serve for any reason, or fails to attend three consecutive meetings of the Committee, that individual's post on the Committee shall be declared vacant by the Board. Vacant positions shall be filled according to the procedures outlined in Article 10.2.2.

10.2.4 Duties and Powers of the Grievance Committee. The Grievance Committee shall have the following responsibilities: (a) attempt to resolve disputes and conflicts that might arise between individual Association Members and the Board, and (b) attend to disputes in a timely manner and in a way that seeks fairness to all parties. A major aim should be to avoid the need for legal recourse. The Grievance Committee shall have the power to (a) call special meetings of the Association Membership after giving proper notice as outlined in these Bylaws, and (b) present issues regarding disputes to the Association Membership for its consideration and vote.

10.2.5 Meetings and reporting requirements. The Grievance Committee shall hold meetings as the Committee deems necessary and summarize its proceedings to both the Association Membership and the Board.

10.2.6 Action in the absence of a Grievance Committee. If the parties involved in a dispute refuse to engage a Grievance Committee, or an insufficient number of individuals volunteer to form a Grievance committee, either party may file a lawsuit in the District Court of Douglas County, Nebraska to obtain judicial relief.

10.2.7 Disputes between Owners. The Board may offer itself to serve as a Grievance Committee to mediate disputes between Owners where: (a) the Board or its Members are not involved, and (b) the issues do not involve violation of any item in the Declaration or the Bylaws (in which case the Board would have full authority to act without the need for a Grievance Committee.). The Board shall present any such offer in writing to the individuals involved in the dispute. If the offer is accepted by all the individuals involved, the Board shall attend to the dispute in a timely manner and in a way that seeks fairness to all parties. A major aim should be to avoid the need for legal action.

Article 11. Books and Records of the Association.

11.1 Availability for inspection. Pursuant to N.R.S. 8-1401, the Association shall not be required to disclose any records or information, financial or otherwise, that it deems confidential concerning its affairs or the affairs of its Members or any person with which it is doing business to any person, party, agency or organization unless required by law. Single copies of the Declaration, the Articles of Incorporation and the Bylaws of the Association shall be made available to any Association Member upon request and at a nominal fee set by the Board. The Board may at its discretion distribute copies of these documents to other parties.

Article 12. Deficit Spending.

12.1 Limitations on Deficit spending. The Board may not authorize expenditures that exceed available funds, nor borrow money, nor incur-debt against the Association except (a) to respond quickly to situations where the Board deems that the life or safety of residents or the security of properties may be threatened, and (b) for expenditures previously approved by a majority of a quorum of the Membership at the Annual Meeting or a special meeting called to discuss and vote on the issue. In all cases, the limits on deficit spending stated in the Articles shall apply.

Article 13. Amendments

13.1 These Bylaws may be amended by a simple majority vote of a quorum of the full Membership-in-Good-Standing at or following a meeting held for the purpose of amending the Bylaws. Notice of this meeting and its purpose shall be given to all Members thirty (30) days or more prior to the meeting date. At least thirty (30) days prior to the meeting date the Board will give Members documentation of what amendments are proposed and the reasons for the changes. Amendment of these Bylaws shall

require the signed assent of a majority of the Owners entitled to vote as prescribed in these Bylaws.

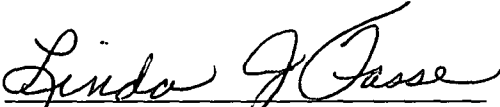
13.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article 14. Miscellaneous.

14.1 Fiscal Year. The fiscal Year of the Association shall begin on the first day of May and end on the 30th day of April of every year.

These Second Amended and Restated Bylaws of the Directors of the Woodstone Property Owners Association, Inc. have been submitted to the Members on March 20, 2010, and have been approved by **sixty-six percent (66%)** of the Members entitled to vote, with 53 of 79 Members-in-Good-Standing having voted in favor, whose notarized signatures accompany this document.

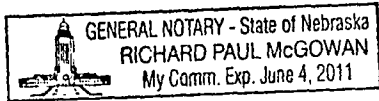
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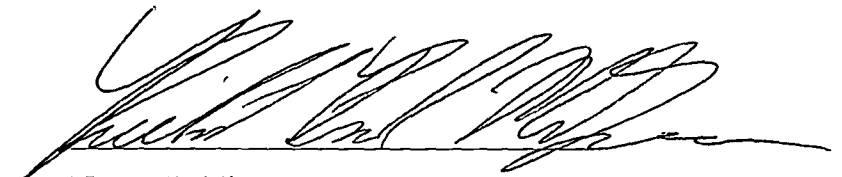
  
Linda J Fasse, President  
Woodstone Properties Owners  
Association, Inc.

  
Richard P McGowan Vice President  
Woodstone Properties Owners Association,  
Inc.


State of Nebraska }  
County of Douglas }

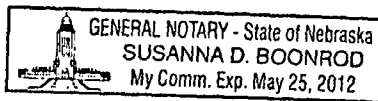
The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2010, by Linda J. Fasse, President of Woodstone Property Owners Association, Inc.

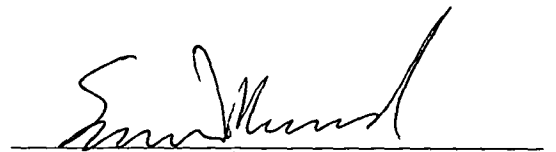


  
Notary Public

State of Nebraska }  
County of Douglas }

The foregoing instrument was acknowledged before me on this 22<sup>nd</sup> day of October, 2010, by Richard <sup>SDB</sup>~~P.~~ <sub>Paul</sub> McGowan, Vice President of Woodstone Property Owners Association, Inc. 



  
Notary Public Susanna D. Boonrod