

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**KINGSWOOD ESTATES OWNERS ASSOCIATION, INC.**  
Dated 20 February 2007

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**AMENDED AND RESTATED BYLAWS  
OF  
KINGSWOOD ESTATES OWNERS ASSOCIATION, INC.  
Dated 20 February 2007**

**ARTICLE 1  
GENERAL PROVISIONS**

1.0. Principal Office. The principal office of this corporation on record with the Arizona Corporation Commission is the office of the Association, but Members and Directors meet in the Prescott Racquet Club or at such other reasonable place as may be stated in the notice of meeting.

1.1. Defined Terms. Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Protective Covenants of KINGSWOOD UNIT III recorded with the County Recorder of Yavapai County, Arizona in Book 3329, Pages 523-533, (the "Covenants"), as amended from time to time.

1.2. Conflicting Provisions. 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 Covenants and these Bylaws, the Covenants shall control.

1.3. Corporate Seal. The Association may have a seal in a form approved by the Board of Directors.

1.4. Designation of Fiscal Year. The fiscal year of the Association shall begin on the 1<sup>st</sup> day of July and end on the 30<sup>th</sup> day of June of every year.

1.5. Books and Records. The books, records, and papers of the Association shall be available for inspection at no cost by any Member during reasonable business hours. The governing documents of the Association (the "Project Documents") shall be available for inspection by any Member during reasonable business hours at the principal office of the Association, where Members may purchase copies at reasonable cost, not to exceed the amount prescribed by statute.

1.6. Voting at meetings of the Membership. Every Member must be provided an absentee ballot for any meeting of the Members; i.e., annual meetings and special meetings of the membership of the Association. Proxy votes are prohibited. The absentee ballots sent and received by hand delivery or by U.S. Mail. Each ballot must comply with the requirements of applicable statutes. All votes received by absentee ballot count in computing the presence of a quorum, or in the case of an all-mail vote, the ballots received must total at least the number of votes required to constitute a quorum. A vote or election may be conducted entirely by mail; however, the vote will be valid only if ballots are received from owners of at least 20% of the Lots in the Association. Mailed ballots are irrevocable. Voting eligibility and counting of votes are described in paragraph 2.5 of these Bylaws.

1.7. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by the affirmative vote of a majority (more than 50%) of the Members who are voting in person or by absentee ballot at a duly called and held meeting of the Members.

1.8. Recording of Documents. A "Statutory Notice" shall be signed by the President of the Board of Directors, notarized, and recorded in the County Records of the Yavapai County Recorder and shall contain the information required by statute.

**ARTICLE 2  
MEETINGS OF MEMBERS AND OBLIGATIONS OF MEMBERS**

2.0. Annual Meeting. The annual meeting of the Members shall be held at 2:00 p.m. on the third Sunday of August each year or at such other time and place determined appropriate by the Board of Directors.

2.1. Special Meetings. Special Meetings of the Members may be called at any time by the President or by the Board or upon written request (petition) signed by Members having at least one-fourth (1/4) of the total authorized votes of the Association. If a Special Meeting is required as a result of a petition of the Members, the Special Meeting must be called, noticed, and held within thirty (30) days after receipt of the petition.

2.2 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting. The Board of Directors shall mail a copy of each notice, postage prepaid, at least fifteen (15) days before such meeting, to each Member entitled to vote at such meeting. The notices shall be sent to the Member's address last appearing on the books of the Association or supplied by such Member for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. By attending the meeting, a Member waives any right he or she may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the statutes of the State of Arizona, unless he or she is attending solely for the purpose of objecting to the manner in which the notice was given.

2.3. Quorum. Except as otherwise provided in the Articles, the Covenants or these Bylaws, the presence in person or by absentee ballot of twenty percent (20%) of the Members entitled to vote at such meeting shall constitute a quorum at all meetings of the Members. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than the announcement of adjournment at the meeting, until a quorum is present.

2.4. Absentee Ballots. At all meetings of the Members, a vote may be cast in person or by absentee ballot.

2.5. Voting. Subject to the provisions of Section 2.6, the owner of a Lot shall be entitled to one (1) vote on each matter submitted to a vote of the Members. The vote attributable to each Member must be cast as a whole; fractional votes shall not be allowed. In the event that a Lot is owned by two (2) or more persons, the joint or common owners shall designate to the Association in writing one of their number who shall have the right to cast votes with respect to such Lot. If multiple persons own a Lot and are unable to agree upon how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed that he/she was acting with the authority and consent of all other owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event that more than one (1) vote is cast with respect to particular Lot, all such votes shall be deemed void. In the event that a Member owns more than one (1) Lot, such Member shall be entitled, subject to the provisions of Section 2.6, to one (1) vote for each Lot owned. If a Member has re-platted two or more Lots on the Records of the Yavapai County Recorder as one Lot, then the Member shall have one vote for the combined Lot Unit and shall pay only one assessment.

2.6. Good Standing. If a Member otherwise entitled to vote is more than thirty (30) days delinquent in the payment of periodic or special assessments, fines, penalties, interest, late charges, transfer fees, refinance fees, costs of collection, lien fees, attorneys' fees or other monies owed to the Association, or is not in compliance with the terms of the Association's Governing Documents, the Bylaws, or the Rules and Regulations of the Association, and has failed to cure such noncompliance after written notice thereof from the Association, the Board of Directors may, in its sole discretion, certify that such Member is not in good standing and such Member's right to vote shall be suspended until the delinquency, breach or violation is paid in full, cured or corrected.

2.7. Membership. Membership in the Association shall be limited to Lot owners. Upon becoming an owner of a Lot, a Lot owner shall automatically be a Member of the Association and shall remain a Member until his/her ownership ceases for any reason. When his/her ownership ceases, his/her membership immediately ceases. A Lot owner cannot resign his/her membership, nor can a Member transfer his/her membership to anyone except by sale of the Lot. Ownership of Lots shall be determined by the records of the Yavapai County Recorder.

2.8. Obligations of Members. Members are obligated to comply with the provisions of the Covenants, these Bylaws, and Community Policies. The Board of Directors shall establish procedures to enforce compliance when Members do not meet their obligations.

2.8.1. Tenants. When a Member rents or leases his property to a tenant, the Member is responsible to provide copies of all the Governing Documents to the tenant and to familiarize the tenant with their contents. If the Board determines that a leased property or the tenant is not in compliance with the Governing Documents, the Board will mail a Notice of Noncompliance to the Member who is not in Compliance with a copy to the tenant. The Member is responsible for ensuring that the tenant complies with all Association requirements.

2.8.2. Financial Obligations of Members. Members are obligated to pay assessments in accordance with the terms of the Covenants.

2.8.3. Assessment. The Board of Directors will determine the annual assessments and special assessments necessary to pay the expected expenses of the Association. Units 4 and 5 will pay a greater amount than Unit 3, based on the estimated extra costs to maintain the catch basins in their area. The Treasurer will mail notification for payment of annual dues to each Member not later than thirty (30) days prior to the due date thereof, provided, however, failure to provide such notice shall not relieve the Member of his/her obligation to pay any assessment .

2.8.4. Special Assessments. If the Board recommends and the Members approve a special assessment, the Board will establish the amount and the terms, and assign reasonable due dates and delinquent dates.

2.8.5. Late Fees. The late fee for delinquent dues or special assessments is \$ 15 or 10% of the amount past due, whichever is greater.

2.8.6. Limit on Assessment Increases. The Association shall not impose an increase of an assessment by more than twenty (20%) percent of the previous fiscal year's assessment, without the approval of a majority of the Members of the Association.

### ARTICLE 3 BOARD OF DIRECTORS

3.0. Number. The affairs of this Association shall be managed by a Board of Directors. The number of Directors of the Association shall be not less than three (3) or more than nine (9) as determined from time to time by the Board of Directors. If the number of Directors is reduced, all Directors whose terms have not yet expired and who are in good standing shall be allowed to serve the balance of their terms. All Directors must be Members in good standing of the Association in accordance with the provisions of Section 2.6, but need not be residents of the State of Arizona. If an Owner is a corporation, partnership or trust, an officer, partner, trustee or beneficiary of such owner may serve as a Director. If a Director shall fail to meet the qualifications of good standing or membership at any time during his term, he or she will thereupon cease to be a Director and his or her place on the Board shall be deemed vacant. The immediate past President of the Association may continue to attend Board meetings as a non-voting participant for as long as determined appropriate by the Board. Immediately following the Annual Meeting, the newly elected Board members will hold a special Board meeting to elect the officers of the Association.

3.1. Term of Office. Directors shall be elected to and shall serve one-year terms. They shall be elected at each annual meeting, or each year if voting is conducted by mail. .

3.2. Removal. Board members may be removed by the Members in the manner provided by statute. At any meeting at which a Director is removed, the Members shall then and there elect a successor to fill the vacancy thereby created by the vote of a majority of the Members in attendance at the meeting. A Director so elected shall be elected for the full unexpired term of the Director removed. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting prior to the vote for removal.

3.3. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, every Director shall be reimbursed for all appropriate expenses incurred in the performance of his or her duties.

3.4. Action Taken Without a Meeting. Subject to the applicable statutory open meeting laws, and solely in emergency situations as determined by the Board, the Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written consent of all of the Directors. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.5. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director in accordance with the provisions of Section 3.2 of these Bylaws shall be filled by a majority vote of the remaining Directors. This action will be taken at the first regular or special meeting of the Board held after occurrence of such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall serve the unexpired portion of the prior Director's term.

3.6. Regular Meetings. Regular meetings of the Board will be held at such time and place as is determined by the Board. The date, time, and place of regular meetings shall be publicized at least two (2) days prior to the meeting date, in order that interested Members may attend. Except where the closing of a meeting is permitted by applicable statutes, all Board Meetings will be open to attendance by the Members, and Members are encouraged to attend and see their Board at work. Non-Board Members will be allowed to speak subject to rules adopted by the Board.

3.7. Special Meetings. Special meetings of the Board may be called by the President on at least one (1) day's notice to each Director, given by telephone or in writing by hand delivery, U.S. mail, or electronic mail. The notice shall state the date, time, place, and purpose of the meeting. Upon the written request of at least two (2) Directors, special meetings of the Board shall be called in the same manner as if called by the President.

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

3.9. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not required by the Governing Documents to be exercised or done by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Members that may hereafter be adopted, the Board shall have the following powers and duties:

- 3.9.1. Determine whether to hire employees or whether to contract work;
- 3.9.2. Open bank accounts on behalf of the Association and designate the signatories thereon;
- 3.9.3. Make, or contract for the making of repairs, additions to, improvements or alterations of the Common Area, in accordance with the Governing Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- 3.9.4. In the exercise of its discretion, enforce by legal means the provisions of the Governing Documents;
- 3.9.5. Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair, or replacement of the Common Area and provide services for the Members, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used in the performance of their duties;
- 3.9.6. Provide for the operation, care, upkeep and maintenance of all of the Common Areas and borrow money on behalf of the Association when required in connection with any one instance relating to the operation, upkeep and maintenance for the Common Area. However, the Association shall not borrow in excess of \$5,000 in any one instance, without the prior consent of a majority of Members voting in person or by absentee ballot at a duly called and held meeting of the Members at which a quorum is present
- 3.9.7. Prepare and adopt an annual budget for the Association prior to the commencement of each fiscal year
- 3.9.8. Adopt and publish rules and regulations, known as Community Policies, governing the use of the Common Area and facilities and the personal conduct of the Members and their family members, guests, lessees and invitees thereon, and such other rules as deemed necessary to maintain the property values and promote harmonious relations in Kingswood Estates; and establish penalties for the infraction thereof
- 3.9.9. Suspend the voting rights and the right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any Assessment or other amounts due under the terms of the Project Documents for a period of thirty (30) days, and for a period not to exceed sixty (60) days for any other infraction of the Governing Documents;
- 3.9.10. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents;
- 3.9.11. Declare the office of a member of the Board to be vacant in the event such Board member shall be absent from three (3) consecutive regular meetings of the Board;
- 3.9.12. Employ, hire and dismiss such employees as they deem necessary and to prescribe their duties and their compensation;
- 3.9.13. Hire or employ and dismiss a manager, whether as an independent contractor or as an employee, to perform such services and duties as the Board may direct;
- 3.9.14. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members and any special meeting when such statement is requested in writing by any Member entitled to vote;
- 3.9.15. Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- 3.9.16. Levy Assessments against the Lots in accordance with the Covenants and take such steps as the Board deems necessary and advisable to enforce payments of such Assessments and all other amounts owed to the Association by the Members
- 3.9.17. Issue, or cause the appropriate officer to issue, upon demand, to any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 3.9.18. Procure and maintain property, liability and other insurance as required by the Covenants;
- 3.9.19. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate
- 3.9.20. Cause the Common Areas to be maintained, as more fully set forth in the Covenants;
- 3.9.21. Establish, levy, collect and enforce by any lawful means a schedule of fines, penalties, transfer fees, refinance fees, administrative charges, late charges, interest, and costs of collection;
- 3.9.22. Do all other acts and things required by applicable law or statute or authorized in the Covenants but not explicitly set out above;
- 3.9.23. Appoint committees of the Board of Directors and to delegate to such committees the authority to carry out certain duties of the Board of Directors, to the extent permitted by statute and the Governing Documents; and 3.9.23. In general, to do and perform such acts and things and to transact such business in connection with the foregoing objects and purposes as may be necessary or appropriate.

#### ARTICLE 4 OFFICERS AND THEIR DUTIES

4.0. Enumeration of Officers. The officers of the Association shall be a President, one (1) or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, a Compliance Officer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. All officers of the Association must be Members in good standing of the Association.

4.1. Election of Officers and Terms. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

4.2. Removal or Disqualification. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. Any officer who ceases to be a Member of the Association or who ceases to be in good standing shall be automatically removed from office.

4.3. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the 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.

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

4.5. Multiple Offices. One person may not simultaneously hold more than one office.

4.6. Powers and Duties. The powers and duties of the officers shall be as follows. Additional powers and duties may be assigned by the Board as it determines appropriate.

4.6.1. President. The President shall be the chief executive officer of the Association. He or she shall establish the agendas for and preside at all meetings of the Board and of the Members; see that orders and resolutions of the Board are carried into effect; and actively manage the general business of the Association.

4.6.2. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act and shall maintain current the Covenants, these Bylaws, Community Policies and the Articles of Incorporation.

4.6.3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members. He/she shall keep the Corporate Seal of the Association, if any, and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, and periodically publish a KEOA Newsletter to maintain communication with the Members throughout the year.

4.6.4. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds for appropriate Association purposes as set forth in the Governing Documents; keep proper books of account; together with the Board, prepare an Annual Budget and a Statement of Income and Expenses to be presented to the Members at its regular annual meeting; prepare or cause to be prepared all required tax reports and pay such taxes as may be due; report the current financial status of the Association to the Board at each Board Meeting; notify all current Members of the amount and date due of their Assessments for annual dues, and collect and deposit the monies collected; initiate actions to collect overdue Assessments; together with a three-member committee, conduct an annual review or compilation of the Association's financial records to ensure the accuracy and currency of the books of account; And maintain a current roster of all Members, with their Lot number, permanent address, telephone number, Kingswood address, and E-Mail address (if known) and periodically provide updated copies of such roster to each Board member and to all Committees needing a roster.

## ARTICLE 5 NEW MEMBERS

5.0. Notification of Property Sale. When the Association is notified that a property is to be sold or has been bought, the Treasurer will obtain the name, address, phone number, and Email address of the new owner, enter the information into the Association Roster, and notify the Board members and all committees needing a roster.

5.1 A New Owners' Packet will be prepared and provided to the new Member by the Secretary. If the Member will rent the property to a third party, the Secretary will mail the Packet to the new Member, who will make copies available to the renter, as necessary.

5.2 The New Owners' Packet shall contain, at a minimum, the documents and information required by applicable statutes.

## ARTICLE 6 INDEMNIFICATION

6.0. Indemnification. The Association shall indemnify any past or present Director, officer, committee member, employee or agent against expenses, including without limitation, attorneys' fees, judgments, fines and amounts incurred while acting within the scope of his or her authority as a director, officer, committee member, employee or agent of the Association; provided that the Board of Directors shall determine in good faith that such person did not act, fail to act, or refuse to act, willfully or with gross negligence or with fraudulent or criminal intent with regard to the matters involved in the action.

6.1 Advancing Expenses. Expenses, including attorneys' fees incurred by an indemnified person in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized in the manner provided in these Bylaws. Such action is authorized upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay the amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

6.2 Scope of Article. The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any statute or any agreement, vote of Members or by disinterested Directors, or otherwise. This applies both as to action in his/her official capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE 7**

### **ARCHITECTURAL CONTROL**

7.0 Function. The Architecture Committee monitors all new construction, exterior remodeling, and landscaping in Kingswood Estates. The Committee interprets the standards provided in the Covenants and publishes, and periodically updates, the Architecture Committee General Guidelines and Review Procedure (the "Guidelines"), after approval of the Board. These Guidelines will establish instructions for Members and their agents (architects, designers, contractors, and material suppliers) to follow in producing homes in Kingswood Estates. The instructions will serve as a guide to ensure that builders and landscapers meet the standards defined in the Guidelines. The standards shall be designed to require that Kingswood Estates homes will be adapted to Kingswood Estates' mountainous, wooded terrain, presenting designs pleasing to the eye and practical to live in, while incorporating defensive measures against wildfire. The Guidelines will also contain detailed procedures for enforcing adherence to the provisions of the Guidelines. The basic objective of the Committee shall be to ensure that all construction and landscaping in Kingswood Estates enhances the value and safety of all of the property in the community.

7.1 Authority. The Board of Directors will appoint from the membership, an Architecture Committee which will oversee new construction, remodeling, expansion, and landscaping within the community. The Committee must obtain the prior approval of the Board of Directors for the final approval or disapproval of plans and deviations from the Guidelines and the policies or procedures of the Committee.

7.1.1. The Committee reports to the Board of Directors and serves at the pleasure of the Board. The Committee presents to the Board, the application and blueprints of any new construction, remodeling, or landscaping that the Committee has reviewed, and recommends approval, disapproval or revision to the Board.

7.1.2. The Board will make the final decision in ensuring compliance with the policies and procedures set forth in the Covenants, these By-Laws, the Guidelines and the Articles of Incorporation, as well as the Community Policies. These decisions include approval or disapproval of the recommendations presented to the Board of Directors by the Architecture Committee.

7.2 Committee Composition. The Architecture Committee shall consist of at least three (3) members, appointed by the Board of Directors. A Committee member shall not be required to be an architect or to meet any other particular qualifications of membership, other than being a Member in good standing. A Committee member need not be, but may be, a member of the Board or an officer of the Association. Committee members shall serve at the pleasure of the Board and shall have no set term of office. Any Committee member may resign at any time by giving written notice to the Board.

7.3 Appointment and Removal. The right to appoint and remove all members of the Architecture Committee at any time shall be vested solely in the Board; provided, however, that the Board will remove no Committee member except by the vote of fifty-one percent (51%) of a quorum of the members of the Board.

7.4 Duties. When a Member contemplates building, remodeling, or landscaping, he or she will notify the Committee, who will meet with the Member and his or her agent, familiarize them with the Governing Documents and the Guidelines, review the proposed construction/landscape plans, and conclude an agreement with the Member as to the final plans and specifications. The Committee will periodically inspect the site and the plans and blueprints to ensure that the Member is complying with the agreement and the Governing Documents and the Guidelines. The Committee will attempt to adjudicate differences and disagreements during the entire construction or landscaping project. If major exceptions or revisions are necessary, or agreement with the Member cannot be reached, the Committee will present the situation to the Board, and the Board will decide the matter.

7.4.1. If the Committee and the Board approve any exceptions to the positioning of a residence or other building on the Lot or to the height of the structure, the Board will notify the owners of the Lots whose properties are contiguous to or directly across the street from the Lot to be built upon. The owner who requested the exception will be charged for the mailing costs of such notices. The notified owners will be given fifteen (15) days to comment on the proposed exceptions. If any of them oppose any exceptions, the Committee will ask the member and the opponents to meet with a Committee representative and to attempt to reach a solution acceptable to the Board of Directors. If no solution is achieved, the matter will be referred by the Committee to the Board, who will resolve it. The decision of the Board shall be final.

7.5. Meetings and Records. The Architecture Committee shall meet from time to time as necessary to perform its duties. The Committee shall maintain a written record of its agreements with the Members and their agents, and of all of its actions. The Committee will maintain copies of all plans and other records involved in its monitoring of any construction or landscaping in Kingswood Estates.

7.6. Precedents. Approval of one project does not require that a subsequent similar or even, identical, project be approved. Each project is decided on its own merits, independent of any other project.

7.7. Compensation. Members of the Architecture Committee shall not be entitled to compensation for their services; however, any appropriate expenses incurred by any Committee member in the performance of Committee duties will be promptly reimbursed by the Association Treasurer.

**ARTICLE 8**  
**MISCELLANEOUS**

8.0 Notices. All notices required or permitted to be sent to the Board of Directors will be sent by first-class mail, postage prepaid, to the office of the Association as set forth herein, or to such other address as the Board may, from time to time, designate. All notices required or permitted to be sent to any Member will be sent first-class U.S. mail, postage prepaid, to the address then on the records of the Association or to such other address as the Member may have designated in writing to the Board of Directors. All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

8.1 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

8.2 Invalidity. If any provision or provisions of these Bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these Bylaws.

8.3 Captions. Captions are inserted in these Bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these Bylaws or any provision thereof.

**CERTIFICATION**

I hereby certify that the foregoing Bylaws were duly adopted by the Kingswood Estates Association Board of Directors on the 20th day of February 2007 and by the Association Membership on the \_\_\_\_\_ day of \_\_\_\_\_ 2007.

Attest:

Approved:

\_\_\_\_\_  
Claudia Evans, Secretary

\_\_\_\_\_  
Steve Bumgardner, President