

XII. ADMINISTRATION. The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, and the maintenance, replacement and operation of the limited common areas and common areas and facilities, shall be the responsibility of the Association and shall be governed by the following provisions:

A. Organization. The Association shall be organized as a non-profit corporation under the name THE WOODLANDS ASSOCIATION OF RESIDENCE OWNERS, INC. The officers of the Association shall not be paid compensation for their duties.

B. By-Laws. By-laws of the Association shall be in the form attached hereto as an exhibit until such are amended in the manner provided in the Act, this Declaration, and the by-laws.

C. Duties and Powers. Duties and powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to effect the purpose of the Association and the condominium. Such duties and powers shall be exercised in the manner provided by the condominium documents.

D. Manager. Chief executive officer of the Association shall be the Manager, who shall be employed upon the favorable vote of a majority of the whole Board of Directors and shall hold office until discharged by vote of a majority of the whole Board of Directors. During his tenure the Manager shall exercise all the powers, and shall be responsible for performance of all duties, of the Association as provided in the Act, this Declaration and the by-laws, excepting only those powers and duties specifically and exclusively assigned to the other officer, the Board of Directors or the member of the Association by the Act, this Declaration or the by-laws. The Manager may be an individual, a corporation, or any other person, as the Board of Directors shall determine. However, notwithstanding anything to the contrary contained herein, the Manager or his successors shall at all times be a qualified professional Manager. If the Board of Directors determine to discharge the Manager, as authorized above, the Manager shall, if he is a compensated employee of the Association, receive either thirty (30) days notice prior to termination and thirty (30) days salary after termination, or sixty (60) days salary in lieu of any prior notice. The Manager shall be bonded in such amount as the Board of Directors shall require. Any agreement for professional management of

0924

4328 RV-2