

**NOTICE OF FILING OF THE AMENDED BYLAWS  
FOR  
ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION,  
INC.**

STATE OF TEXAS                    )  
  )  
COUNTY OF HOOD                )       **KNOW ALL MEN BY THESE PRESENTS**

**THIS NOTICE OF DEDICATORY INSTRUMENTS FOR ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.**(“Notice”) is made the 9<sup>th</sup> day of June, 2020, by the **ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.**(“Association”) replacing the originally recorded bylaws dated June 16, 2016.

**WITNESSETH:**

**WHEREAS**, the Association is the property owners’ association created to manage or regulate the planned development covered by the **Declaration of Covenants, Conditions and Restrictions for ROLLING CREEK RANCH**; and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners’ association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instruments in the real property records of **HOOD County**, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instruments affecting the owners of property within **ROLLING CREEK RANCH** subdivision (“Owner”).

**NOW THEREFORE**, the dedicatory instruments (BYLAWS) attached hereto on Exhibit “A” are originals and are hereby filed of record in the real property records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first written above.

**ROLLING CREEK RANCH PROPERTY  
OWNERS ASSOCIATION, INC.**

By: Dawn Kelly  
Name: Dawn Kelly  
Title: Auth. Agent

**ACKNOWLEDGMENT**

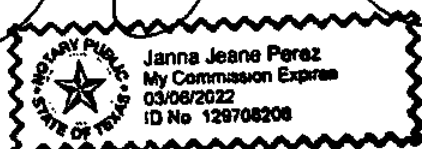
**STATE OF TEXAS**

**COUNTY OF TARRANT**

BEFORE ME, the undersigned authority, on this day personally appeared Dawn Kelly, authorized agent of **ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposed and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 9<sup>th</sup> day of June, 2020

*Janna Jeane Perez*  
Notary Public of Texas



Janna Jeane Perez  
My Commission Expires  
03/08/2022  
ID No 128708208

BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

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BYLAWS OF  
ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION, INC.,  
A NONPROFIT CORPORATION

Article I: Definitions

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions for Rolling Creek Ranch Subdivision as recorded in the Official Records of the County Clerk's office, Hood County, Texas (as modified, amended or supplemented, from time to time: the "Declaration").

Section 1.1 "Association" means and refers to Rolling Creek Ranch Property Owners' Association, Inc., its successors and assigns a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Rolling Creek Ranch Subdivision,

Section 1.3 "Declaration" means and refers to the Declaration of Covenants, Conditions, and Restrictions for Rolling Creek Ranch Subdivision, as it may be amended from time to time.

Section 1.4 "Lot" means and refers to any lot of land shown on the recorded Subdivision plat with the exception of the Common Area and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Rolling Creek Ranch Subdivision.

Section 1.5 "Member" means and refers to an Owner who is a member of the Association as provided in Article V of the Declaration of Covenants, Conditions, and Restrictions for Rolling Creek Ranch Subdivision.

Section 1.6 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple Title to any Lot(s) later developed but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner.

Section 1.7 "Subdivision" means and refers to all property including Lots and Common Areas shown on the plat of the subdivision filed in the Map and Plat Records of Hood County Texas and all areas subject to the Declaration.

Section 1.8 "Vote of Members" per Texas Property Code, means the affirmative vote of two thirds (2/3) or Sixty-seven percent (67%) of the Members entitled to vote who are represented at a meeting of Members, either in person, proxy or electronic means.

Section 1.9 "Vote of Quorum" means the affirmative vote of the majority of a Quorum of thirty percent (30%) of the Members entitled to vote who are represented at a meeting of Members, either in person, by proxy or electronic means.

Section 1.10 "Construction Site Guidelines" means the guidelines for construction sites and/or a construction code of conduct. These guidelines only apply to contractor and subcontractor

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conduct on the premises prior to completion of the home or improvements after Architectural Control Committee (ACC) approval.

### Article II: Administration of Subdivision

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

(a) To own, purchase, manage, maintain, repair and replace The Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

(b) To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

(c) To promulgate such rules and regulations with respect to the Common Area, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives; and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

(d) To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the "Act") and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, Officers and Members shall at all times act in conformity with the Act, and the Governing Documents.

Section 2.3 Annual Budget: An annual budget shall be created by the Board and approved in Open Forum. An annual report of the receipts and expenditures of the Association, if any, together with a statement of assets and liabilities of the maintenance fund, if any, shall be rendered by the Board of Directors. Upon approval, information shall be posted to the community website. Copies shall be made available to any Member upon request, per Inspection and Copying Policy. At any time, any Member, at his own expense, may cause an audit or inspection to be made of the books and records of the Association.

Section 2.4 Reserve Funds: Retained earnings will be deposited into the reserve fund as approved at the end of a fiscal year. Reserve fund spending equal to 10 percent or more of the established fiscal budget requires a Vote of a Quorum.

Section 2.5 Rules and Regulations: The Board reserves the right to make any and all rules and regulations for the Common Areas, including the road, right of way and reserve areas, without consent of any member. All other rules, regulations and guidelines regarding the Subdivision will be voted on by a Vote of the Members, per Texas Property Code. Construction Site Guidelines will

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be drafted and voted on by the majority of the Architectural Control Committee and then approved by a Vote of the Board.

**Section 2.6 Required Policies.** The Board must adopt, and as necessary, amend and restate the policies required by applicable law. The following policies of the Association will be recorded in the official public records of Hood County, Texas:

(a) Open records production and copying policy as required by Property Code Section 209.005

(b) Records retention policy as required by Property Code Section 209.005

(c) Payment plan guidelines as required by Property Code Section 209.0062

### Article III: Offices-Seal-Fiscal Year

**Section 3.1 Principal Office and Registered Office:** The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the management office.

**Section 3.2 Other Offices:** The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

**Section 3.3 Seal:** The seal of the Association shall be in the form of two concentric circles with the name of the Association printed between the two concentric circles with a star in the middle with the word "TEXAS" printed in the star.

**Section 3.4 Fiscal Year:** The fiscal year of the Association shall be fixed by the Board.

### Article IV: Membership

**Section 4.1 Qualification:** Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Hood County, Texas of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

**Section 4.2 Place of Meeting:** All meetings of the Membership shall be held at a place within Hood County, Texas, as designated in the notice of the meeting.

**Section 4.3 Annual Meeting:** A meeting of the Association shall be held at least once each year. The Annual Meeting of the Association shall be held on the first Tuesday in October of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting



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of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

### Section 4.5 Special Meetings:

(a) After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

(b) The cost of notice and conduct of special meetings called by an aggregation of the membership other than the Board of Directors shall be borne by the members petitioning for such assembly. Further, the notices shall not be delivered unless the petition is in writing and until the funds to cover the estimated cost of such proceedings have been deposited by petitioners with the Board of Directors, the President or the Treasurer.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail or email, to the mailing address of each Lot or to any other mailing address or email address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: At meetings of the board, a majority of directors constitutes a quorum for the transaction of business. At any meeting of the Association, the presence in person, electronically, or by proxy of owners of at least thirty percent (30%) of the lots in the Association constitutes a member quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which

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may be cast, shall constitute a quorum at that meeting of the Members, if a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. This Section does not apply to Sections that expressly require a Vote of a Quorum.

### Section 4.8 Voting Rights:

(a) Voting will be conducted in accordance with Texas Property Code 209. The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided. Electronic voting will be permitted pursuant to Section 209.00592, Texas Property Code, or any applicable state law.

(b) In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after eleven (11) months from the date of its execution or specific date as noted in the document. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of revocation delivered to the person presiding over a meeting of the Association at least 24 hours prior to the meeting.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions by Written Ballots: Any action which may be taken at a meeting of the Membership may be taken by written ballot, without a meeting.

Section 4.12 Petitioning the Board: Based on Texas precedent (Tex. Bus. Org. Code 3.104 and 22.211), the removal of a Board member/Officer will follow these procedures:

- (a) A petition must be circulated calling for a special meeting to vote on the topic.
- (b) The petition must be signed by 10% of the members entitled to vote in the community or one hundred members, whichever is less.
- (c) Once the Board has received a petition with a sufficient number of signatures, the Board of Directors is required to provide written notice to all homeowners of the special meeting and to hold the meeting within thirty (30) days of receipt of the petition.

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**Section 5.1 General Powers:** The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws, Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties: or terms of office of Board Members. The Board may, however; fill vacancies in its Membership for the unexpired portion of any Term.

**Section 5.2 Number, Term and Qualifications:** The Members shall elect five (5) Board Members following the Control Transfer Date, each to serve until the next Annual Meeting (or until a successor is elected and qualified) and each of whom must be a Member. Thereafter the Board shall consist of five (5) individuals. Directors shall be elected to serve staggered terms as follows: Two (2) directors shall be elected to serve a term of (3) years; two (2) directors shall be elected to serve for a term of two (2) years; and one (1) director shall be elected to serve for a one (1) year term. At each Annual Meeting thereafter, the Members shall elect Directors for a term of three years. Board members may succeed themselves in office.

**Section 5.3 Election of Board Members:** The election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected per Section 5.2. Cumulative voting is not permitted.

**Section 5.4 Removal:** Any Board Member may be removed from the Board, with or without cause, by a vote of at least thirty percent (30%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is represented; provided, the notice or the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board members removed shall not be eligible for Board or committee positions in subsequent elections. Ba

**Section 5.5 Vacancies and Resignations:** All resignations shall be submitted in writing to the Board of Directors. The resignation is considered accepted at the time of its receipt by the President or Secretary. A vacancy occurring in the Board may only be filled by election at a Special Meeting of Members called for that purpose. As provided in Section 5.4, the Members may fill any vacancy upon the removal of a Board Member by electing a replacement at the meeting where the removal occurs.

**Section 5.6 Chairman:** A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board, The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the Vice-Chairman shall preside.

**Section 5.7 Compensation:** No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

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Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Neither the Board of Directors shall be liable to the Association or to any Member for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Association, its Board of Directors, or any member of its Board of Directors provided only that the Board member has, in accordance with the actual knowledge possessed by him, acted in good faith.

Section 5.10 Contracts. The Association may enter into an enforceable contract with a person related to a current Director within the third degree by affinity, as determined under Chapter 573, Government Code only if the following conditions are satisfied:

(a) the Director member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director member, relative, or company, if reasonably available in the community;

(b) the Director:

(1) is not given access to the other bids;

(2) does not participate in any Board discussion regarding the contract; and

(3) does not vote on the award of the contract;

(c) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board of Directors and the Board of Directors, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection; and

(d) the Board of Directors certifies that the other requirements of this section have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest governed by this section.

(e) In the event a Director or committee member has an affiliation with a potential contractor (within the third degree by consanguinity or affinity), sealed bids will be given to the management company, or other independent third party, for evaluation at the same time.

Section 5.11 Affiliates: An affiliate of an owner may not serve on the Board at the same time as an owner to whom affiliated. As used in this section, affiliation refers to persons having legal or economic relationships, such as family members, housemates, and business partners, and does not apply to merely social relationships, such as friends.

Section 5.12 Litigation: The existence of a lawsuit shall be disclosed, providing Members with knowledge of the case and the nature of the claims being made. The communication shall provide the Members with enough information for them to research public records concerning the

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case. The Board shall provide the Members with periodic updates about the status of the case, per legal direction. The Board shall make every effort possible to mitigate lawsuits.

**Section 5.13 Delinquency and Good Standing:** No person may be elected or appointed as a Director, Officer, or committee member if any assessment against the Member or his Lot is more than 30 days' delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure it.

### **Section 5.14 Meetings of the Board:**

(a) **Regular Meeting:** A regular annual meeting of the Board of Directors shall be held without notice other than by this Bylaw, immediately after, and at the same place as, the annual meeting of the members. The Board of Directors may provide by Resolution for the time and place for the holding of additional regular meetings of the Board.

Notice of all regular Board Meetings, shall include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, and shall be:

(1) Mailed to each property owner, at the address previously provided by such owner, no later than the 10th day, nor earlier than the 60th day, before the date of the meeting, OR

(2) Provided at least 72 hours before the start of the meeting by:

(a) Posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners OR posting the notice on an internet site maintained by the Association or its agent, AND

(b) Sending the notice by email to each owner who has registered an email address with the Association.

(b) **Special Meetings:** Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board Members upon notice sent to each Board Member by any usual means of communication not less than three (3) before the meeting.

(c) **Executive Session:** The Board Directors may adjourn a meeting and reconvene in executive session to discuss and vote upon such matters as authorized by Section 209.0051(c), Texas Property Code or any applicable state law. An oral summary of any decision made in executive session shall be made and placed in the minutes in compliance with Section 209.0051(c), Texas Property Code or any applicable state law.

(d) **Waiver of Notice:** The notice provided for herein may be waived by written instrument signed by those Board Members who do not receive said notice. Attendance by a Board Member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board Member at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

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(e) Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference shall be regarded as the act or decision of the Board.

Section 5.15 Action Without Meeting: The Board Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.16 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.17 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the Board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

(b) Determination of the funds required for operation, administration, maintenance and other affairs of the Subdivision and collection of the assessments for the Owners, as provided in the Governing Documents;

(c) Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

(d) Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Areas, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

(e) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(f) Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;

(g) Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records or the Association from the

## BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;

(h) Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book (written or electronic) shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;

(i) Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;

(j) Enforcing on behalf of the Association, the obligations and assessments provided in the Declaration. including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

(k) Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

(l) Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

(m) Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

(n) Hiring attorneys and other professionals;

(o) Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

(p) Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

(q) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President. any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

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(r) Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore; and

(s) Exercising any other powers allowed in the Declaration, the Certificate of Formation, these Bylaws, or otherwise by Law.

(t) Suspend the right to use the recreational facilities of any Member during any period in which such Member is in default as allowed by the Texas Property Code;

(u) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

(v) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

(w) Employ a manager, independent contractors, and such other employees as they may deem necessary. and to prescribe their duties.

**Section 5.18 Independent Manager:** The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

**Section 5.19 Duties:** it will be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed:

(c) As more fully provided in the declaration, to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and



## BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

(3) Foreclose the lien against any property for which assessments are not paid within ninety (90) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, 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 constituting conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Area to be maintained.

### Article VI: Committees

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board,

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.6 Architectural Review Committee: Notwithstanding anything in this Article VI to the contrary, the Architectural Review Committee shall be created, appointed and governed as provided in the Declaration. The Architectural Committee is established and governed by the provisions of the Declaration. These Bylaws do not govern the Architectural Committee.

### Article VII: Officers

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute

## BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

**Section 7.3 Removal:** Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

**Section 7.4 Vacancy:** A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer they replace.

**Section 7.5 Multiple Offices:** The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

**Section 7.6 President:** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. The President shall see that the orders and resolutions of the Board are carried out; the President shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

**Section 7.7 Vice President:** The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

**Section 7.8 Secretary:** The Secretary shall keep the minutes of all meetings of Members and of the Board; the Secretary shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

**Section 7.9 Treasurer:** The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. The Treasurer shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by Board) and the other reports to be furnished to the Members as required in the Declaration. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

**Section 7.10 Assistant Secretaries and Assistant Treasurers:** The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively. or by the President of the Board.

## BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

**Section 7.11 Compensation:** Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives their right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

**Section 7.12 Indemnification:** To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of their activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

**Section 7.13 Amendment Authority:** Amendments to the Declaration may be prepared, executed, certified and recorded by the President, the Secretary, the Treasurer or any Vice President of the Association.

### Article VIII: Amendments

**Section 8.1 Amendments by Members:** All persons or entities who own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws which is duly adopted as provided herein.

**Section 8.2 Authority:** Although the general authority for amending bylaws resides with the Members of the Association, certain amendments may be made by the Board of Directors, without a vote of the members. All other amendments of these Bylaws must be approved by the members according to the terms of this article.

**Section 8.3 Amendments of the Bylaws:** These Bylaws may not be amended by the Board without approval by a Vote of the Quorum, which cannot be any less than 30%. The Board may not unilaterally amend these Bylaws, except for the following limited purposes, which must be clearly identified in the instrument of the amendment, and then only to the extent necessary to achieve the permitted goal and only with the unanimous written consents of all directors, there being no vacancy on the Board:

(a) to qualify the property or Association for mortgage tax exemption, insurance coverage, or any governmental or quasi-governmental program or benefit, if doing so is in the best interest of the Associations and its members,

(b) to correct an obvious grammatical error that affects the validity or enforceability of the document, if doing so is in the best interest of the Association

(c) To conform the bylaws to changes in controlling law applicable to any topic addressed in these bylaws

**Section 8.4 Proposals:** The Association will provide an owner of each lot with the exact wording of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

## BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

**Section 8.5 Consents:** Subject to the following limitation, an amendment of these Bylaws must be approved by a Vote of Members representing at least a majority of the votes present at a properly called meeting of the Association. This may be attained by virtual, in person and electronic voting methods.

**Section 8.6 Effective:** To be effective, an amendment must be in the form of a written instrument referencing the name of the property, the name of the Association, the name of the platted Subdivision, and recording of these Bylaws and any amendments. An amendment may be effective immediately if adopted by an Association meeting at which 2/3 owners of the Lots were represented but is not enforceable until publicly recorded.

### Article IX: Miscellaneous

**Section 9.1 Severability:** Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

**Section 9.2 Successors Bound:** The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended from time to time, shall run with the ownership of the Property and shall be binding upon all persons who or hereafter acquire any interest in the Property.

**Section 9.3 Gender, Singular, Plural:** Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

**Section 9.4 Nonprofit Corporation:** No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

**Section 9.5 Books and Records:** The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

**Section 9.6 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 which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will 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 or her lot.

BYLAWS OF ROLLING CREEK RANCH PROPERTY OWNERS ASSOCIATION

Section 9.7 Conflict: In the case or any conflict between the Certificate of Formation and these Bylaws, the Articles will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

Rolling Creek Ranch Inc. Board of Directors confirming a positive vote of the Board at a members meeting on day of Month Year.

STATE OF TEXAS  
COUNTY OF

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222

Document Number: 2020-0008242 -  
Filed and Recorded - Real Records

RESTRICTION

Grantor: ROLLING CREEK RANCH POA INC

Pages: 22

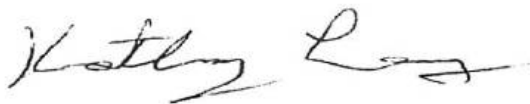
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<b>Document Number:</b>	2020-0008242	
<b>Receipt Number:</b>	R208381	
<b>Amount:</b>	\$101.00	
<b>Recorded By:</b>	Katie Pitcock	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To: Mail Back**

RCR

5751 KROGER DR #203  
KELLER, TX 76244

