

18/c



**AMENDED AND RESTATED BYLAWS OF
CREEKWOOD RANCHES PROPERTY OWNERS ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION**

**ARTICLE I
PURPOSE AND OFFICES**

1.01 Purpose. Creekwood Ranches Property Owners Association, Inc. ('CRPOA' or "Association" or "POA" herein), a Texas Non-profit Corporation was formed for the purpose of owning, operating and maintaining the Property of the CRPOA, for the social and recreational enjoyment of its members, and maintaining property values and enforcing compliance with the deed restrictions, conditions, covenants and restrictions (CC&R's or Restrictions), these Bylaws, all Rules and Regulations of CRPOA and rights of property Owners in Creekwood Ranches Units 1, 2, 3 and 4, Comal County, Texas, collectively "Creekwood Ranches" or "Subdivision" herein. These amended and restated bylaws place all bylaws in one place without needing to view any prior amendments; any prior amendment of the bylaws not carried forth in these amended and restated bylaws have been superseded and are no longer in force or effect. As set forth in §22.102 (b) of the Texas Business Organizations Code, the Board of Directors of the Association may vote to amend its bylaws.

Creekwood Ranches is a single-family residential use only subdivision.

The Association hereby reaffirms the original developer and predecessor declaration that all of the Property encumbered by the Restrictions shall be held, sold, used and conveyed subject to the easements, restrictions, covenants and conditions contained in the CC&R's, which shall run with the land and/or title to Property. The Governing Documents shall be binding upon all parties having any rights, title or interest in any Property, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each Owner within Creekwood Ranches Subdivision.

Compliance with the Governing Documents is not a substitute for compliance with applicable law. The Governing Documents do not purport to list or describe each and every legal restriction which may be applicable to a Lot located within Creekwood Ranches Subdivision. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot. Furthermore, an approval by the ARC should not be construed by the Owner that any improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

1.02 Principal Office. Unless otherwise hereafter provided by resolution of the Board of Directors of the Association, the principal office of the Association in the State of Texas shall be located at the residence of the Secretary of the Corporation within Creekwood Ranches. The Association may hereafter have such other offices within the State of Texas as the Board of Directors may determine or as the affairs of the Association may hereafter require.

1.03 Registered Office and Registered Agent. The Association shall have and maintain in the State of Texas via the Secretary of State's office, a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

1.04 Non-Profit Organization. This Association is not organized for profit. No Member, Director or person from whom the Association may receive any properties or funds in compensation for service, or shall receive, or be lawfully entitled to receive, any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distribute to, or inure the benefit of any member of the Board of Directors; provided, however that (a) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in affecting one or more of the purposes of the Association and (b) any member of the Board of Directors may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE II DEFINITIONS

As used in these bylaws, and Governing Documents, the terms set forth below shall have the meanings indicated:

2.01 Adjacent Lot shall mean a Lot that is contiguous to another Lot. A Lot that is contiguous to another Lot maybe by either a side property line, front property line or a back property line.

2.02 Applicable Law shall refer to all laws, ordinances, policies, rules, statutes and regulations and orders of all Federal, State, County and Municipal Governments or their agencies having judication and control over Creekwood Ranches Subdivision.

2.03 ARC shall refer to Architectural Review Committee

2.04 Articles of Incorporation shall refer to the Articles of Incorporation of the Association.

2.05 Assessments shall refer to the assessments provided for in the Governing Documents and rights thereto duly conveyed to CRPOA, against each Owner and his/her Lot, including those annual and special assessments approved by the Board of Directors of the Association and at least twenty-five percent (25%) of the members of CRPOA as provided herein below.

2.06 Association shall refer to the Creekwood Ranches Property Owners Association, Inc., a Texas Nonprofit Corporation and its successors and/or assigns.

2.07 Board means the Board of Directors of the Association, elected or appointed as provided herein.

2.08 Bylaws shall refer to these Bylaws of the CRPOA, as adopted and amended from time to time in accordance with the providence of the Texas Non-Profit Corporation Act, Texas Business Organizations Code and the Governing Documents.

2.09 CC&R's (see Restrictions) Restrictions, Reservations, Covenants, or Restrictions, Assessments and Easements, or Declaration of Restrictions, Covenants, Assessments and Easements.

2.10 Commercial Entity shall refer to any private legal entity, whether for profit or not for profit, engaged in commercial trade.

2.11 Common Area and/or Common Areas shall refer to all areas (including the improvements and buildings thereon) within the Property owned or used by the Association for the common use and enjoyment of the Members, including, without limitation, any recreational facilities, areas within public rights-of-way, easements (public and/or private), portion of a Lot, private streets, landscaping, entry features, fence or similar areas that either the Board deems necessary or appropriate to maintained for the common benefit of the Members or that is shown on a recorded plat of the Property or portion thereof as being maintained by the Association.

2.12 Conventional Construction shall refer to the construction means of a building. All residential occupied buildings shall be constructed on a concrete slab with sill plates, top plates, vertical studs, and joists. Timber framing on a concrete slab is also considered an integral part of conventional construction. After the frame is built on site, sheathing is applied to enclose the structure. A roof framing system is also completed to enclose the structure. Exterior sheathing shall be covered with the required percentage of rock or brick. Prefab metal buildings and barndominiums are not considered conventional construction.

2.13 CRPOA shall refer to Creekwood Ranches Property Owners Association, Inc.

2.14 Declaration shall refer to the declaration of restrictions, reservations, assessments, easements and/or covenants applicable to the properties recorded in the Office of the Comal County Clerk.

2.15 Director(s) shall refer to an individual(s) on the Board of Directors of the POA, elected or appointed as provided herein.

2.16 Dwelling shall refer to any residential building situated upon any Lot.

2.17 Governing Documents shall refer to the Articles of Incorporation, and the CC&Rs, Bylaws, ARC rules, CRPOA established Policies and CR subdivision rules and regulations and/or any other policy or procedure as established by CRPOA and recorded in the Comal County real property records.

2.18 Lot/Tract/or Property shall refer to any plot of land with a block number and Lot number, shown upon the recorded subdivision plat of Creekwood Ranches Subdivision Units 1, 2, 3 and 4, Comal County, Texas. A certain Tract, Lot or parcel of land situated in Comal County, Texas, such Tract, Lot or parcel of land being more particularly described on the Plat(s) in Creekwood Ranches Subdivision. The term "Tract" is used herein interchangeably with the term "Lot".

2.19 Member or Members shall refer to any person(s), corporation, partnership, or any other legal entity that is a mandatory Member or Members of the Association pursuant to the terms Article III herein.

2.20 Owner or Owners shall refer to the record or equitable owner, whether one or more persons or entities, or the title to any Lot within the Creekwood Ranches Subdivision but excluding those having such interest merely as security for the performance of any obligation. This includes but not exclusively any person or persons, firm, corporation or other entity or any combination thereof that owns, of record, title to a Lot.

2.21 Plat – the map or maps, plat or plats recorded in Volume 5, Pages 175-181, Unit 1; Volume 5, Pages 198-203, Unit 2; Volume 7, Pages 75-76, Unit 3; and Volume 8, Pages 174-179, Unit 4, in the Map and Plat records of Comal County, Texas, relative to the land, and any replat thereof, if any.

2.22 POA Intervention shall refer to the exercising of the Association's right to enter a property to cure or abate a violation of the Governing Documents.

2.23 Record, Recording or Recorded shall refer to the filing of a legal instrument in the Public Records of Comal County, State of Texas, or such other place as may be designated as the official location for filing deeds, plats, and similar documents effecting title to real Property.

2.24 Reimbursement Assessment shall refer to any charges or expenses paid by the Association on behalf of a member or assessed to a member because of action taken by the Association on the members property in an attempt to remedy a violation(s).

2.25 Restrictions (CC&R's) – the Restrictions, Reservations, Covenants For Creekwood Ranches, Unit 1, recorded in Volume 255, Pages 118-121; Restrictions, Reservations, Covenants For Creekwood Ranches, Unit 2, recorded in Volume 272, Pages 406-409; Restrictions, Assessments and Easements Creekwood Ranches, Unit 3, recorded in Volume 366, Pages 632-633; and Restrictions, Covenants, Assessments and Easements for Creekwood Ranches, Unit 4, recorded in Volume 478, Pages 128-142, as recorded in Comal County Records, Comal County, Texas. These restrictions, covenants, conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Lots and common areas in the Subdivision as set out in this instrument or any amendment thereto.

2.26 Single Family Residential Use or Residential Purposes – The terms "Solely for residential purposes" and "Solely for single family residential purposes and single-family residential purposes only" are used interchangeably. These terms shall be

deemed to prohibit specifically, but without limitation, the use of Lots for trailers, mobile homes, duplex apartments, garage apartments or other apartment or multifamily uses or for any business, professional or other commercial activity of any type. Travel trailers and recreational vehicles cannot be lived in or occupied on any Property.

All Lots/Tracts/Property, Dwellings and/or structures will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot/Tract, Dwelling and/or structures, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all restrictive requirements for the Property; (iii) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers, employees or other business invitees; No materials of any kind shall be delivered, placed or stored on any tract unless construction of a permanent residence has been commenced and is underway.; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the subdivision. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this Section 2.26 shall be made by the Board in its sole and absolute discretion.

ARTICLE III MEMBERS

3.01 Membership. Every person or entity who is the Owner of a fee simple title or of the equitable title, by contract for deed or otherwise, in a Lot of the Creekwood Ranches Subdivision, Units 1, 2, 3 or 4, Comal County, Texas, shall be a mandatory member of CRPOA, subject to the conditions herein. Whenever a member shall cease to own a Lot in Creekwood Ranches Subdivision, such member shall automatically be dropped from the membership roll of CRPOA. Membership will be appurtenant to and cannot be separated from ownership of any lot.

3.02 Voting Rights. Members shall be entitled to one vote. In cases where one Owner owns more than one Lot, said Owner will be entitled to only one vote, provided; however, in the event said Owner should sell one or more of Lots to a party who did not theretofore own a lot, then the new owner shall thereafter be entitled to one vote. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot (assuming such Property owner own no other lot) shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Moreover, if an owner owns multiple lots in a unit, he or she or it is entitled to only one vote. Likewise, if a company or Trust or partnership owns a lot, that entity shall determine the authorized representative to cast one vote only by that entity.

If an owner owns a lot in one unit and a lot in another unit, are they entitled to one vote in each unit when the nature of the vote is a unit vote, such as voting for a unit

representative on the Board; notwithstanding the foregoing, if one owns a lot in one unit and a different lot in another unit, that owner shall only be liable for one assessment.

3.03 Member's Rights. In addition to the rights of members set forth in the bylaws and CC&Rs, every member shall have the right of easement and enjoyment in and to the Common Areas. All such rights and easements are subject, nevertheless, to the rights of the Board of Directors of CRPOA to limit hours, terms, and use of same by members and guests, and subject to the right of the association to grant right of way to public or quasi-public utility companies or public agencies. Each owner or user acknowledges, understands, and agrees to inform its tenants/guests and all occupants of its Lot that the Association, its Board and committees, are not insurers of personal safety and that each person using the common areas assumes all risks of personal injury and loss or damage to Property, resulting from the use and enjoyment of any portion of the common areas.

The Association or any owner will have the right to enforce, by any proceeding at law or in equity, all Governing Documents and charges imposed now or in the future by the provisions of the Governing Documents. Failure of the Association or any owner to enforce any of the Governing Documents will in no event be deemed a waiver of the right to do so in the future.

3.04 Suspension of Membership Rights. Membership rights (including access to use the common areas) of any Member may be suspended by action of the Board of Directors as allowed by law.

3.05 Transfer of Membership. A membership may not be sold or transferred, except however, when a member sells his/her Lot, the purchaser will become a member automatically without any action of the purchaser or the Association. Likewise, when title to a lot transfers by gift, inheritance, foreclosure or other lawsuit means of a lot transferring ownership, the new owner automatically becomes a mandatory member of the Association upon acquisition of title to such lot.

ARTICLE IV ASSESSMENTS

4.01 Assessments. Each member is obligated to pay to CRPOA an Annual Assessment and any Special Assessments which are secured by a continuing lien upon the Property against which the assessment is made. In cases where one Owner owns more than one Lot, there will be only one assessment in the amount stipulated herein, provided; however, that in the event said Owner should sell one or more of his/her Lot to a party who theretofore did not own a Lot within Creekwood Ranches, then said Lot shall thereafter be subject to the assessment and lien herein provided for. Any assessments which are not paid when due shall be delinquent; if the assessment is not timely paid, CRPOA may file a lien against the property whose ownership failed to timely pay assessments, for all assessments, late fees, interest thereon, and costs of preparing and filing charges and any other expenses incurred by CRPOA to be added to the amount of such assessment as allowed by the law. No member may waive or otherwise relieve himself/herself from liability for the assessments for which he or she is obligated by

nonuse of the Common Areas or by renunciation of Membership in CRPOA. The Association shall have the right to foreclose on such lien for unpaid general (annual), special assessments, reimbursement assessments, and related interest and collection costs, subject to the applicable Payment Plan Guidelines in place at the time of the enforcement of such assessments and collection costs.

The Annual Assessment at the time of the effective date of these bylaws is \$150.00 and is payable within 30 days of receipt thereof. The annual assessment amount may increase as allowed by the law and stated herein.

The amount of the Annual Assessments is subject to change by the action of the Board of Directors up to 10% in excess of the stipulated amount per annum, provided, however, any increase of the Annual Assessment in excess of 10% per annum shall require approval by not less than twenty-five percent (25%) of the members of CRPOA at an annual or special meeting of the members, or by mailing ballots over a period to be determined by the Board.

4.02 Late fees. A late fee in the amount as determined by the Board will be added to each annual arrearage (each delinquent year) on a member's assessment account, even if the balance on a member's assessment account consists only of unpaid late fees previously charged, or unpaid fines previously charged by the Association. Such late fees will be charged to any member's account for each year an arrearage is determined at the time one's assessment account becomes due. If late fees and or fine/fines are not paid in the time period set forth, the late fees and or fine(s) shall automatically be converted to an assessment.

4.03 Special Assessments. In addition to the Annual Assessments authorized above, CRPOA may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the capital improvements owned or controlled by the Association. Such improvements can be located upon the Common Areas, or any location as controlled by the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least twenty-five percent (25%) of the votes of the members present, in person or by proxy, at a meeting duly called for this purpose.

4.04 Payment Plan. A Property Owner may request a Payment Plan with the Association. The Association will allow Owners to pay delinquent regular and special assessments and other amounts due the Association in payments. The Payment Plan Guidelines are generally available on the website of the Association, www.creekwoodbranches.com, and/or recorded in Comal County Property Records, Comal County, Texas.

4.05 Purpose of Annual Assessments. The purpose of the Annual Assessment is to

- (a) maintain the books and records of CRPOA;
- (b) pay for the preparation of its tax returns;

- (c) to operate, maintain, repair, and improve, on a nonprofit basis, the Common Areas owned by CRPOA exclusively for the benefit of its members;
- (d) pay electric bill for security lighting;
- (e) maintaining a State required website;
- (f) to pay for office supplies and community events;
- (g) to pay for public liability Insurance;
- (h) to pay for property taxes attributable said Common Areas;
- (i) to pay for professional service fees; and
- (j) any and all other expenses incurred by the Association

In the event the need for maintenance or repair is caused through the willful or negligent act of a member; his/her tenant or guests, or invitees, and not covered and/or not paid for fully by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such member is subject.

4.06 Notice to Association of Sale or Transfer - Resale Certificate and Transfer Fee. Any owner or agent of the owner desiring to sell or otherwise transfer title to his/her Lot shall give the Association written notice by virtue of completing the "Request for A Creekwood Ranches Resale Certificate" form and "Request for A Creekwood Ranches Property Title Transfer" form which are available on the website, www.creekwoodranches.com. A Resale certificate fee in the amount determined by the Board will be charged by the Association and payable by the Seller at the time of request of same on any Property located within the confines of Creekwood Ranches Subdivision. A Title Transfer fee determined by the Board will be charged by the Association and payable by the Purchaser at the time of request of same on any Property located within the confines of Creekwood Ranches Subdivision. Transfer fees related are not refundable.

4.07 Fines and Enforcement. The Board of Directors is entitled to make, levy, establish and to promulgate a fine structure for violations of the use, requirements and prohibitions of the properties to any and all Governing Documents and applicable law, including Chapter 209 of the Texas Property Code, as amended. The Owner shall be liable for his/her own actions as well as the actions of any occupant, guest or invitee of the Owner of any Lot. The Owner, if requested, has the opportunity to be heard at a hearing if it is disputed by the Owner. A Fines and Enforcement Policy details guidelines for remedying violations and is filed in the Comal County Clerks Records. A fine that remains unpaid after the due date will bear interest at the maximum rate permitted by law or, if there is no maximum rate, then at the rate of 1 and 1/2 % per month. The unpaid fine, plus interest, will be automatically converted to an Assessment secured by a lien on the Property granted to the Association by the Governing Documents.

ARTICLE V MEETINGS and VOTING

5.01 Annual Meeting. Subject to change by the Board resolution if the last Saturday in October is not practical, the Annual Meeting of the members of CRPOA shall be held the last Saturday in the month of October at a place and time, in Texas as directed in the notice for the meeting, or if none is specified, then at the principal office of CRPOA, for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday In the State of Texas, or because of venue issues, a pandemic or other issues beyond the control of the Association, said Annual Meeting may be scheduled by the Board for a different date of the year or different location (as long as it is in Comal County).

5.02 Notice of Annual Meeting of the Membership. Notice of the time, place and purpose of the annual meeting shall be served either personally, by electronic means (email), or by mail and/or by posting on the Association website not less than 10 days and not more than 60 days after notice, or per Texas Property Code requirements, before the meeting upon each person who appears upon the books of CRPOA as a member. If mailed or emailed, such notice shall be directed to the member at his mail or electronic address as it appears on the books of CRPOA unless he/she shall have filed with the Secretary of CRPOA a written request that notice intended for him/her be mailed to some other address, in which case it shall be mailed to the physical or emailed to such electronic address. If properly posted on the website, same shall be sufficient even if additional modes of notice are also used and such member fails to receive such additional mailing or email.

5.03 Email Registration with the Association. It is each member's responsibility to keep the Association notified of an email address where the member as to a particular lot may be notified, including promptly notifying the Association of any change of an email address of an owner of a property encumbered by any CCRs in the Subdivision. Each member is also encouraged to periodically check the website of the Association for postings regarding board or membership meetings.

5.04 Special Meetings of the Membership. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors and must be called by the President on receipt of the written request of at least twenty-five percent (25%) of the members of CRPOA.

5.05 Notice of Special Meetings of the Membership. Notice of the special meetings of the membership, stating the time, place and purpose or purposes thereof shall be scheduled by the Association and served by posting of same on the Association website, or US mail or electronic mail upon each member not-less than 10 days and not later than 30 days from the date of notice. If a special meeting of the membership is called, the membership may only take up such matter or matters for which the notice was called.

5.06 Place of Meeting. All meetings of the membership shall be held in Comal County, Texas, and at the place directed in the notice for the meeting.

5.07 Quorum and Votes Required. At any meeting of members of CRPOA the presence of members holding at least twenty-five percent (25%) of the votes which may

be cast at any meeting either in person, by absentee ballot or by proxy shall be necessary to constitute a quorum for all purposes except as otherwise provided by law, the vote of the majority of the votes cast by members present at any meeting at which there is a quorum shall be the act of the full membership except as may be otherwise specifically provided by statute or by these Bylaws.

5.08 Voting. At any meeting of members, a member is entitled to vote in person, absentee ballot or may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. CRPOA's Board of Directors may make such regulations as it deems advisable for any meeting of members, in regard to proof of membership in CRPOA, evidence of right to vote, and such other matters concerning the conduct of the meeting and the voting as it shall deem fit. If a membership meeting is limited to consideration of a matter limited to a particular unit, such as considering amendments to the CCRs applicable to only that Unit, the Board shall notice such meetings and any owner in such unit shall be allowed to vote one vote as long as that owner owns at least one lot in that unit.

ARTICLE VI BOARD OF DIRECTORS

6.01 Powers and Duties. The affairs of the Association shall be vested in the Board of Directors of the Association. Directors need not be residents of Texas but shall be members of the Association. The Board of Directors shall have the power to:

(a) Adopt and establish policies, procedures and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guest thereon, and to establish penalties for the infractions.

(b) Adopt and establish policies, rules, procedures and regulations for the enforcement of the requirements and prohibitions of the Governing Documents in order to encourage and, when necessary, compel compliance by the members of the Association.

(c) to suspend a member's right to use and enjoy any common areas or facilities of the Association for violating the Governing Documents, including published rules relating to use of common areas, as allowed by law.

(d) to make, establish and to promulgate a fine structure for violations of the use, requirements and prohibitions of the properties to any and all Governing Documents.

(e) Make, establish and to promulgate monetary penalties for infractions and establish fines and or penalties.

(f) 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 these Governing Documents.

(g) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(h) To retain and pay for legal and accounting services necessary or proper in accordance with the terms of our Governing Documents.

(i) To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Governing Documents.

(j) To prosecute all claims of the Association for damages or otherwise, including the authority to contract for the services of attorneys and determine when and whether to file suit. Such power shall extend to all causes of action which the Association may have, whether for damages at law or injunctive or other relief.

(k) To protect and defend all areas owned or maintained by the Association from loss and damage by suit or otherwise.

(l) To take such steps as are reasonably necessary to protect all areas owned or maintained by the Association against any legal action.

(m) To establish a bank account(s) for the common treasury and for all separate funds which are required or may be deemed advisable.

(n) To appoint the members of the ARC as provided in these Bylaws.

It shall be the duty of the Board of Directors to:

(a) Supervise all officers, agents and employees of the Association.

(b) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment, up to 10% in excess of the stipulated amount per annum, if applicable, against each member at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(c) Issue, or to cause an appropriate office to issue, upon demand by 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.

(d) Procure and maintain liability and hazard insurance with reasonably acceptable limits on Property owned by the Association (in accordance with Texas State Law).

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(f) Cause the Common Areas to be maintained; and

(g) Cause the exterior of the dwellings to be maintained.

6.02 Number, Tenure, and Qualifications of Directors. Directors shall be elected by the members at each annual meeting. The number of Directors shall not be less than four (4) nor more than nine (9). At the time of the passage of these bylaws, the number of directors is 7, subject to change by 2/3 vote of the Board. So long as the Board remains 7 board members, at each annual meeting the members shall elect, on even numbered years, at large directors, and on odd numbered years, 4-unit directors, for which the previous term has expired for a term of two (2) years. Each director shall hold office until the next annual meeting following the expiration of his/her term and until his/her successor shall have been elected and qualified. Request for soliciting candidates interested in running for a position on the Board of Directors will be advertised prior to the annual meeting with a deadline date for all nominations to be received. Only if there are no nominations for election to the Board of Directors received by the deadline date, nominations may be made from the floor at the annual meeting of the members of CRPOA. If a candidate is running unopposed, no ballots are required and they are automatically placed in the vacant position on the Board. Election to the Board of Directors will be by written and signed ballot. At such election, the members may cast their; (i) signed written ballot in person, (ii) signed written absentee ballot. or (iii) signed their written proxies. The persons receiving the largest number of votes shall be elected. Actual vote count will be recorded in the minutes of the meeting to the extent practical. As it relates to those 4 positions on the Board allocable to each Unit, it is not essential that a candidate reside in such Unit, but he or she should own property in the Unit. If no candidate for a Unit runs for a position for that Unit in odd-numbered years, that position may be filled by the Board of Directors, with the Board using its best efforts to appoint a board member who owns or resides or has a special connection to such Unit.

6.03 Regular Board Meetings. Regular meetings of the Board of Directors shall be held in the months of May, August, November, and February of each fiscal year whenever practical. The Board of Directors may provide by resolution, the time and place, within the State of Texas, for the holding of additional regular meetings of the Board without notice other than such resolution, with such resolution being posted on the Association website. Board meetings should be open for attendance of members who wish to attend per the Texas Property Code, except as limited for executive sessions of the Board as allowed by law.

6.04 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of Board, after not less than seven (7) days' notice to each director. Such notice shall also be given the membership

via posting on the website of the Association; indeed, Board meetings should be open for attendance of members who wish to attend per the Texas Property Code, except as limited for executive sessions of the Board as allowed by law. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Texas, and Comal County if practical, as the place for holding any special meetings of the Board called by them.

6.05 Notice. Notice of any special meeting of the Board of Directors shall be given at least three (3) days previous thereto by written notice delivered personally or sent by mail or electronic means (email) to each Director at his (her) physical or electronic address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If by electronic email means, such notice shall be deemed to be delivered upon the date shown on sent electronic means (email) Any Director may waive notice of any meeting by attending or participating in a meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

6.06 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board but, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

6.07 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be an official act of the Board of Directors of the Association, unless the act of a greater number is required by law or by these Bylaws.

6.08 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the duration of the unexpired term of his predecessor in office.

6.09 Compensation. Directors as such shall not receive any salaries for their services, however, any Director may be reimbursed for actual expenses incurred in the performance of his/her duties.

6.10 Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors, as allowed by law.

6.11 Cap on Special Purchases. Cap on non-maintenance and/or repair expenditures, specifically special purchases, by the Board of Directors of Creekwood Ranches Property Owners Association. That cap will be established at \$2,000 per

purchase without the consent of the majority of a quorum of the membership, or as authorized by the membership in a special assessment. This limitation shall not apply to the normal operating expenses of and for the Association and/or necessary maintenance or repair costs incurred by or for the Association.

6.12 Insurance. If reasonably available in the insurance market, CRPOA shall obtain broad-form public liability Insurance covering the Common Areas, and a single limit amount of not less than \$1,000,000 covering claims for bodily injury or death, and at least \$250,000 covering all claims for property damage arising out of any one occurrence. Premium for public liability insurance shall be part of the common expense payable out of assessments.

CRPOA may secure such other forms of Insurance coverage as its Board of Directors may from time to time direct to be paid as a common expense.

CRPOA shall not be liable or responsible for destruction or the loss of or damage to the Property of a member or the guest of any member, or visitor or other person.

6.13 Limitation of Liability Neither the Association, the Board, nor the ARC or any member of the Association or committee, nor any employee, servant or agent of the Association, shall bare any personal responsibility for ensuring the structural integrity or soundness of approved construction or modifications nor for insuring compliance with applicable laws and other governmental requirements. Neither the Association, the Board, nor the ARC or any member of the Association or ARC, nor any employee, servant or agent of the Association, shall be held liable for any injury, damages, or loss arising out of the manner or quality of any construction or modifications to any building and/or Lot. Neither the Association, the Board, nor the ARC or any member of the Association or ARC, nor any employee, servant or agent of the Association, shall have any liability for decisions made by them in the exercise of their duties, so long as the decisions are not made in bad faith. There shall be no liability to the Association for any decisions made by it or the ARC as it relates to denial of proposed improvements so long as such decisions are not made in bad faith.

ARTICLE VII OFFICERS

7.01 Officers. The officers of the Association shall be a President, one Vice President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of Article VI, provided however, the President and Vice President shall also be members of the Board of Directors. All other officers are not required to be members of the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. 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 and perform the duties prescribed from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

7.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular November board meeting. New officers may be created and filled at any meeting of the Board of Directors. The officers shall be elected annually by the Board and shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

7.03 Resignation and Removal. 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, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make effective.

7.04 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

7.05 President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other Instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

7.06 Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or Board of Directors.

7.07 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article IX of these Bylaws; sign all checks and promissory notes of the Association, keep proper books of accounts; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and in general perform all the duties as from time to time may be assigned to him/her by the President or by the Board of Directors. The treasurer shall oversee all duties and actions by the Association's bookkeeper.

7.08 Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more locations provided for that purpose, give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; keep a register of the post office address of each member which shall be furnished to the Secretary by each member, and, in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE VIII COMMITTEES

8.01 Committees of Directors. In addition to the Architectural Review Committee (ARC), the Board of Directors by resolution adopted by a majority of the Directors in office, may designate and appoint one or more Committees. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the Property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Association, or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee, the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, or any responsibility imposed on it or him/her by law.

8.02 Term of Office. Each member of a Committee shall continue as such until altered or amended by the Board of Directors of the Association and until his/her successor is appointed, unless the committee shall be sooner terminated; or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.03 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

8.04 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.05 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.06 Rules. Each committee may adopt reasonable rules for its own government not inconsistent with these Bylaws, Texas Property Code, or with rules adopted by Board of Directors.

ARTICLE IX CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

9.01 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific items or instances. The Board of Directors has the authority to enter into a lease, rent or license agreement with individuals or legal entities such as companies, LLC's, trusts, agencies etc.

9.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

9.03 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

9.04 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devised for the general purposes or for any special purpose of the Association.

ARTICLE X BOOKS AND RECORDS

10.01 The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Association membership, Board of Directors and committees having any of the authority of the Board of Directors in accordance with CRPOA Records Retention and Destruction Policy, and/or applicable State Law. The books, records and papers shall, during reasonable notice and during office hours, be subject to inspection by any member in accordance with the Records Production and Copying Policy of Creekwood Ranches Property Owners Association, Inc.

ARTICLE XI AMENDMENTS TO BYLAWS

11.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members of the Board of Directors who shall have the right to amend these Bylaws by majority vote of a quorum of the Board of Directors.

11.02 In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the event of any conflict between the Declaration (CC&Rs) and these Bylaws, the Declaration /CC&Rs shall control. Invalidation of any one of the preceding articles or subparagraphs by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of every year.

IN WITNESS WHEREOF, as President of Creekwood Property Owners Association. Inc., I hereby acknowledge that the members of the Board of Directors (of Creekwood Property Owners Association. Inc., specifically William "Bill" F. Banfield III, Barbara Senulis, John Ousset, Karla Gilbert, Marilyn Salazar, Harry Salinas and Terry Peel), at a duly called meeting of the Board with notice to the membership, the Board voted in favor of passing the foregoing amended and restated bylaws on the 4th day of August 2025.

Creekwood Property Owners Association. Inc.,

By *William F. Banfield III*
William ("Bill") F. Banfield III, Its President

State of Texas
County of Comal

Before me, the undersigned authority, on this day personally appeared William "Bill" Banfield III, known to me to be the person whose name is subscribed to the foregoing document, and being by me duly sworn, declared that he is the President of Creekwood Property Owners Association. Inc and that the statements in the preceding paragraph is true and correct, and that said amended and restated bylaws were passed by the Board of Directors on the date and in the manner as set forth above.

Given under my hand and seal of office on this 18 day of August 2025.

Miraflor M. Miller
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/02/2025 01:26:23 PM
TAMMY 18 Page(s)
202506028105



Bobbie Koepp

