

**AMENDED AND RESTATED BYLAWS  
OF  
SPRING CREEK FOREST CIVIC ASSOCIATION**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, Spring Creek Forest Civic Association (Association) is charged with the administering and enforcing of those certain covenants, conditions and restrictions contained in the Association's Bylaws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all Properties governed by the Association (collectively referred to as the Restrictions), as well as applicable State and Federal laws; and

WHEREAS, the Bylaws of Spring Creek Forest Civic Association were recorded under Clerk's File No. U144812 in the Official Public Records of Real Property of Harris County, Texas (Bylaws), as same has or may be amended from time to time; and

WHEREAS, pursuant to Article XIV, Section 1 of the Bylaws, the Bylaws may be amended at a general or special meeting of the Members, at which a quorum is present, by a vote in person or by absentee ballot, of a majority of the Members present; and

WHEREAS, the Board of Directors has considered and discussed certain modifications to a document to incorporate all prior amendments and supplements to such Bylaws, and such Board of Directors has determined that adopting the following Amended and Restated Bylaws would be in the best interest of the subdivision governed by the Association, and all persons owning Property and/or residing therein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Association, with a vote of the Members, adopts the following Amended and Restated Bylaws, on the date indicated hereon, to become effective upon the date that they are recorded in the Real Property Records of Harris County, Texas.

**SPRING CREEK FOREST CIVIC ASSOCIATION**  
**AMENDED AND RESTATED BYLAWS**

**ARTICLE I**

NAME AND LOCATION

The name of the corporation is SPRING CREEK FOREST CIVIC ASSOCIATION. The principal office of the corporation shall be the office of the registered agent as listed with the Secretary of State, but meetings of Members and Board of Directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

**ARTICLE II**

DEFINITIONS

Section 1. "Association" shall mean and refer to the Spring Creek Forest Civic Association, a Texas non-profit corporation, its successors, and assigns.

Section 2. "Board" shall mean the governing body of the Association and refer to nine (9) members of the Board of Directors, and shall consist of a President, Vice President, Secretary, Treasurer, Section One Representative, Section Two Representative, Section Three East Representative, Section Three West Representative, and one Section Four and Five Representative, who represents both Section Four and Five.

Section 3. "Common Area" shall mean all real Property owned by the Association for the common use, enjoyment, and benefit of the Members.

Section 4. "Delinquent Assessments" shall mean and refer to any assessments, costs, fines, or other fees due to the Association pursuant to the terms of the Restrictions or by the laws of the State of Texas and in agreement with the Restrictions, not paid within thirty (30) days of the due date.

Section 5. "Director" shall mean a Member who serves on the Board.

Section 6. "Lot" shall mean any designated parcel of land located in Spring Creek Forest as set forth on the plat of the subdivision in the Real Property Records of Harris County, Texas except for the Common Area.

Section 7. "Member" shall mean and refer to every record Owner, excluding therefrom persons or entities holding an interest in the land merely as security for the performance of an obligation (such as a mortgagee, or holder of any other lien against Property), unless that holder of the security interest foreclosed and thereby became the Owner of the Lot(s).

Section 8. "Member in Good Standing" shall mean and refer to any Member who has no Delinquent Assessments greater than 30 days or violations of the Restrictions uncured for more than six (6) months.

Section 9. "Officer" shall mean the position of President, Vice President, Secretary or Treasurer.

Section 10. "Owner" shall mean and refer a person who holds record title to property in Spring Creek Forest, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 11. "Property" shall mean and refer to certain real Property Lots located in Spring Creek Forest as set forth on the plat of the subdivision in the Real Property Records of Harris County, Texas within the jurisdiction of the Association.

Section 12. "Restrictions" shall mean and refer to those certain instruments entitled "Modification of Declaration of Covenants, Conditions and Restrictions for Spring Creek Forest" filed in the Real Property Records of Harris County, Texas.

Section 13. "Section Three (3) East" shall mean and refer to all Properties within Section Three (3) that are east of Majestic Forest Drive.

Section 14. "Section Three (3) West" shall mean and refer to all Properties within section three (3) that are west of Majestic Forest Drive.

### **ARTICLE III**

#### **MEMBERSHIP**

##### **SECTION 1. MEETINGS OF MEMBERS**

Annual Meeting An annual meeting of the Members must be held in the month of October at a date, time, and place set by the Board for the purposes of electing the Board of Directors for the next term and announcing the next fiscal year's budget and assessments, in addition to other general business of the Association.

Special Meeting A special meeting shall be called by the President upon receipt of a written request stating the purpose of the meeting and signed by a quorum of Members as defined herein.

SECTION 2. NOTICE OF MEETINGS Pursuant to Section 209.0056 of the Texas Property Code, Members shall be given notice of the date, hour, place, and general subject of an annual or special meeting of the Members. No business may be transacted at a meeting except as stated in the notice for such meeting. The notice shall be mailed to each Member no later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting. Such notice will be delivered by regular mail, however, the Association may, if agreed upon by both the Board and the Member, provide notice in any method authorized by statute. All meeting notices will be sent to the Member's address last appearing on the books of the Association.

The Board may use an alternative method of providing notice to the Members for annual or special meetings of the Members if the alternative method is prescribed by law and only if the Member to whom the notice is provided has affirmatively opted to allow the Board to use the alternative method of notice. The Association is not required to provide notice to a Member other than by regular mail. The Board may designate the management company as the party responsible for sending meeting notices.

SECTION 3. QUORUM The presence at a meeting of sixty (60) Members representing no less than sixty (60) votes entitled to be cast in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these Bylaws. If, however, such quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present.

SECTION 4. ACTIONS At special meetings, the Members may take any action regarding Association business including removal of Directors or amending a governing document. Every act or decision by a majority of a quorum of Members shall be regarded as an act of the Membership.

SECTION 5. VOTING All Members of the Association may attend the annual and special meetings of the Association and exercise their vote at such meetings. Multiple Owners of any single Lot must vote in agreement (under any method they devise among themselves), but in no case will such multiple Owners cast portions of votes. The vote attributable to any single Lot must be voted in the same manner (i.e., all Owners of the Lot for, or all Owners of the Lot against a particular issue) but in no event can there be more than one (1) vote cast per Lot. All votes will be counted to establish a quorum.

All votes must be signed pursuant to Section 209.0058(a) of the Texas Property Code and an address provided allowing for verification of Membership in the Association. Members may vote in person, by electronic ballot, or by absentee ballot. Absentee voting must be allowed. Proxy voting is not allowed. Only an owner or co-owner may cast their vote for their Lot in person or by absentee ballot. Votes cast for a Lot by anyone other than an owner of that Lot will be disqualified.

If a Member casts their vote via an absentee ballot, they forego the opportunity to consider and vote on any action from the floor, if a meeting is held. Absentee ballots will be mailed out to all Members a minimum of 20 days prior to the election. Absentee votes must be received by 5pm on the last business day prior to the vote, at the management company's office, electronically, via verified mail or in person to be counted.

SECTION 6. VOTE TABULATION Votes will be collected and counted by at least two tabulators and witnessed by at least two Members. The voting tabulator(s) and witnesses may not be Board members, related to a Board member, candidates, or related to a candidate. Tabulators and witnesses may not disclose how any Member voted. Ballots are subject to disclosure pursuant to any court order.

Recount of Votes Pursuant to Section 209.0057 of the Texas Property Code, a Member may request a recount of the votes no later than fifteen (15) days after the date of the announcement of the results of the election or vote. This request must be in writing to the Association's mailing address as reflected on the latest management certificate by verified mail (any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier).

The Association is required to perform a recount but must first provide the Member an estimate of the cost of the recount and send an invoice to the last known address no later than twenty (20) days after receiving the request. The Member must pay the invoice in full within thirty (30) days or the request is considered withdrawn, and no recount is required. If the actual costs are different,

the Association will send a final invoice after the recount results are provided. If any additional costs are not paid by the Member, the costs will be added to the Member's account as an assessment. A refund must be paid to the Member at the time of the final invoice if one is due.

Only after payment is received, the Association must enter into a contract for the services of a person to perform the recount. If the recount results in a change in the results of the election or vote, the Association must reimburse the Member no later than thirty (30) days after and notify the Membership of the new results immediately.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

**SECTION 1. NUMBER OF DIRECTORS** The Association shall be managed by the Board composed of nine (9) Directors as set forth in Article II, Section 2 herein, who must be Members that have not been convicted within the past 20 years of a felony or a crime of moral turpitude, are not cohabiting with another Director, and are otherwise eligible according to Section 209.00591 of the Texas Property Code.

**SECTION 2. RESIDENCY** Pursuant to Section 209.00591 of the Texas Property Code, the Association may require some, but not all Board members to reside in Spring Creek Forest. Whether elected or appointed, the President, Vice President and the Treasurer must maintain their primary legal residence within the Spring Creek Forest subdivision. Whether elected or appointed, Section Representatives must maintain their primary legal residence in the section that they represent within the Spring Creek Forest subdivision.

**SECTION 3. VOTING RIGHTS** All Directors shall have equal voting rights on any action taken by the Board.

**SECTION 4. QUORUM** Five (5) Directors, eligible to cast votes, shall constitute a quorum of the Board.

**SECTION 5. TERM OF OFFICE** The term of office for which Directors are elected at the annual meeting begins immediately upon election and lasts approximately two (2) years. All Directors shall hold office for such term until the Director's successor shall be elected or appointed in the case of a vacancy.

**SECTION 6. MULTIPLE OFFICES** No Member shall simultaneously hold more than one of any of the Director positions.

**SECTION 7. COMPENSATION** No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for their actual expenses in the performance of their duties.

**SECTION 8. CONFLICTS OF INTEREST** Directors must disclose any conflict of interest with the Association and may be asked by the Board to recuse themselves from any vote related to that conflict of interest.

**SECTION 9. NOMINATION OF DIRECTORS** Nominations for election to the Board may be made by the Board or by Members. The Board shall ensure the timely and accurate dissemination of

the notice and solicitation for candidates which is required by Texas Property Code Section 209.00593. The solicitation to the Members must be done by:

- a. mailing to each Member; or
- b. posting in a conspicuous manner reasonably designed to provide notice to the Members by:
  1. placing notice on the Association's Common Area; or
  2. posting on the Association's website; and emailing each Member who has registered an e-mail address with the Association.

This notice must contain instructions for an eligible candidate to notify the Board of the candidate's request to be placed on the ballot and the deadline to submit that request. The deadline to respond may not be earlier than the tenth (10th) day after the date the Board provides the notice. All eligible candidates identified prior to sending out the ballots shall be placed on the ballot.

**SECTION 10. ELECTION OF DIRECTORS** The Board will be elected at the annual meeting by a majority of a quorum of Members. The Officers will be elected in odd numbered years and the Section Representatives will be elected in even numbered years.

**SECTION 11. RESIGNATION** Directors may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective.

**SECTION 12. REMOVAL** Any Director may be removed from the Board by a majority vote of a quorum of the Members present at a special meeting called for that purpose. Notwithstanding the power of the Members to remove a Director, the Board also has the power to remove a Director, with cause, for the reasons listed in Article V, Section 1. f. of these Bylaws.

**SECTION 13. VACANCIES** Pursuant to Section 209.00593 of the Texas Property Code, a vacancy in any Director position may be filled by appointment by the Board. The Director appointed to such vacancy shall serve for the remainder of the term of the Director they are replacing.

**SECTION 14. MEETINGS OF DIRECTORS** A Board meeting means a deliberation between a quorum of the Directors or between a quorum of the Directors and a Member, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

Regarding all Board meetings that are open to the Members, Members other than Directors may not participate in any discussion or deliberation unless permission to speak is granted by the Board. In such case, the Board may limit the time any Member may speak.

If the Board recesses to continue a meeting the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to

circumvent this provision. If the meeting is continued to the next business day, and the Board again continues the meeting to another day, the Board will give notice of continuation in at least one of the manners described above, within two (2) hours after adjourning the meeting being continued.

The Board may participate in and hold meetings in person or by means of:

- a. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- b. another suitable electronic communications system, including video conferencing technology or the internet, only if:
  1. each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
  2. the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the internet shall constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Regular Meetings Regular meetings of the Board may be held monthly at such time, date, and place as shall be determined from time to time by a quorum of the Directors, but at least nine (9) such monthly meetings shall be held during each fiscal year.

Special Meetings Special meetings of the Board shall be held when called by the President, or a quorum of Directors.

SECTION 15: NOTICE OF BOARD MEETINGS Members shall be given notice of the date, hour, place and general subject of regular, annual or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session. No business may be transacted at a meeting except as stated in the notice for such meeting.

The notice shall be:

- a. mailed to each Member no later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or
- b. provided at least six (6) days or one hundred forty-four (144) hours before the start of the meeting by:
  1. posting the notice in a conspicuous manner reasonably designed to provide notice to Members; and
  2. sending notice by email to each Member who has registered an email address with the Association.

SECTION 16. ACTIONS Every act or decision by a quorum of Directors, shall be regarded as an act of the Board. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to the Members must be summarized orally, including estimation of expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided that, without prior notice to the Members, the Board may take action only on routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that required immediate Board action. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members.

SECTION 17. OPEN BOARD MEETINGS Pursuant to Section 209.0051 of the Texas Property Code, the Board may not consider or vote on any of the following issues except in an open meeting for which prior notice was given to Members:

- a. fines;
- b. damage assessments;
- c. initiation of foreclosure actions;
- d. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- e. increases in assessments;
- f. levying of special assessments;
- g. appeals from a denial of architectural approval;
- h. a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
- i. lending or borrowing money;
- j. the adoption or amendment of a dedicatory instrument;
- k. the approval of an annual budget or the approval of an amendment of an annual budget;
- l. the sale or purchase of real property;
- m. the filling of a vacancy on the Board; or
- n. the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements.



SECTION 18. EXECUTIVE SESSION Pursuant to Section 209.0051 of the Texas Property Code, the Board has the right to adjourn a Board meeting and reconvene in closed executive session to consider actions, including but not limited to the following topics: personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of any expenditures approved in executive session.

## **ARTICLE V**

### **POWERS, DUTIES, AND LIMITATIONS OF THE BOARD OF DIRECTORS**

SECTION 1. POWERS The Board shall have power to:

- a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. suspend the right to use of the recreational facilities, if any, after notice and hearing if requested, for any infraction of published rules and regulations including any violation of the use restriction provisions of the Restrictions;
- c. exercise the right to charge Members fees, fines, and legal costs related to the enforcement of the Restrictions;
- d. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved for the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Restrictions;
- e. employ a property manager, an independent contractor, or any other employees as they deem necessary, and to prescribe their duties;
- f. declare, by a quorum of Directors, the office of a Director to be vacant, in the event that such Director:
  1. is absent from three (3) consecutive or four (4) total regular meetings of the Board during any consecutive twelve (12) month period;
  2. violates the fiduciary responsibilities of the Board that results in harm to the Association;
  3. divulges personal, confidential or closed executive session information to unauthorized sources or individuals that results in harm, discredit or slander to the Association or its Directors, Members, residents or contractors;

4. uses their position for personal gain or to seek advantage over another Director, Member, resident or contractor;
5. misrepresents known facts in any issue involving Association business that results in harm to the Association;
6. makes personal attacks, verbal, written or physical, on any Directors, Members, residents, or contractors;
7. harasses, threatens or attempts to control or instill fear in any Director, Member, resident or contractor;
8. is convicted of any unlawful act in connection with any of the functions, activities or business of the Board; or
9. who repeatedly violates the rules within the Association's governing documents and policies that result in harm, discredit or slander to the Association or its Directors, Members, residents, or contractors.

**SECTION 2. DUTIES** It is the duty of the Board to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- b. supervise all Directors, agents and employees of this Association, and to see that their duties are properly performed;
- c. treat other Directors, volunteers, Members, residents, and contractors with courtesy and respect at all times;
- d. as more fully provided in the Restrictions, 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 reflected on the Membership rolls of the Association, at least thirty (30) days in advance of each annual assessment period;
  3. foreclose the lien against any Property for which assessments are not paid; levy fines for violations of the governing documents; and/or to bring an action at law against the Member personally obligated to pay the same, and do so in compliance with Section 209.009 of the Texas Property Code (provided the amounts owed do not solely consist of funds to cover (a) an Owner's open records request under Section 209.005 of the Texas Property Code, or (b) an Owner's request for a recount of votes under Section 209.0057 of the Texas Property Code;
  4. take appropriate collections efforts as deemed necessary by the Board. In accordance with Section 209.0062(c) of the Texas Property Code, the Association is not required to offer a payment plan after the 30-day cure period. In other words, if a Member does not either pay in full or enter into a payment plan agreement after a letter has been sent in compliance with

Section 209.0064 of the Texas Property Code, the Association is not obligated to enter into a payment plan with the Owner later in the collection action. The Association is not required to allow an Owner to enter into more than one payment plan in any one twelve (12) month period. The Association is required to inform Members of the availability of a payment plan in the statutory collection letter sent to the Member by the Association.

- e. procure and maintain adequate liability and hazard insurance on Common Areas;
- f. cause all Directors and employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g. cause the Common Areas to be maintained;
- h. treat the residents of the Properties in a fair and equal manner;
- i. promote the recreation, health, safety and welfare of the residents of the Properties;
- j. enforce the Restrictions as needed to maintain SCF in compliance with those Restrictions;
- k. purchase and maintain insurance on behalf of any Director of the Association against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the preceding provisions of these Bylaws or applicable provisions of law; and
- m. resign, should said Director pursue legal action against the Association and/or the Board, prior to pursuing such action.

**SECTION 3. LIMITATIONS OF THE BOARD** The Board shall not have the power to do any of the following without the majority vote of a quorum of Members:

- a. purchase or sell real estate and/or Common Area Property;
- b. borrow or lend monies or use lines of credit;
- c. acquire or merge with another Association;
- d. share amenities with another Association; or
- e. permanently remove an amenity in its entirety.

## ARTICLE VI

### DIRECTOR RESPONSIBILITIES

President The President shall perform or cause to be performed the following responsibilities: preside at all meetings of the Members or the Board, set agendas approved by a Board majority, see that orders and resolutions are carried out, sign all contracts, leases, mortgages, deeds, and other written instruments and co-sign all checks and promissory notes; be the liaison for neighboring communities, property management company and legal counsel; and ensure that the Association's business is being managed in a timely manner and shall perform such other duties as required by the Board.

Vice President The Vice President shall perform or cause to be performed the following responsibilities: act in the place and stead of the President in the event of their absence, inability or refusal to act. In the absence of the President or Treasurer, the Vice President shall co-sign all checks and promissory notes; and shall perform such other duties as required by the Board.

Secretary The Secretary shall perform or cause to be performed the following responsibilities: record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; sign and record governing documents and policies; send and post meeting notices and notices for Board nominations; keep the corporate seal of the Association and affix it on all papers requiring said seal; keep appropriate current records showing the Members together with their addresses and shall perform such other duties as required by the Board.

Treasurer The Treasurer shall perform or cause to be performed the following responsibilities: receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; cause a reserve study to be done every five (5) years; serve as liaison to the CPA; keep proper books of accounts; recommend investments of approved reserve funds into FDIC insured instruments only; cause an audit of the Association's financial records to occur every four (4) years and a review of the Association's financial records for each of the three (3) years between each audit, with such audit or review to be made by a certified public accountant at the completion of each fiscal year; and shall perform such other duties as required by the Board.

The Treasurer shall prepare or cause to be prepared for Board approval:

- a. an annual budget; prepare or cause to be prepared; and
- b. the income statement with expenses as compared to the annual budget, balance sheet, and all account balances as of the closing of the prior accounting month at the regular Board meeting; and
- c. a report showing income and expenditures to the Members at the annual meeting and as it may pertain to any special meeting and make available a copy of such report to any Member upon request.

Section Representatives The Section Representatives shall perform or cause to be performed the following responsibilities: represent their respective sections within the Spring Creek Forest subdivision and serve as the primary contact for those members; assist with deed enforcement issues; accept additional duties to assist with oversight of the following important and necessary

functions, events and projects including but not limited to: athletic activities and agreements; all communication methods; the operation of all technology; clubhouse activities; social events; yard and/or neighbor of the month; maintenance needs; preparation for weather events; liaison for insurance, contracted security, liaison for SCF PUD; capital or other special projects and shall exercise and discharge such other duties as may be required of them by the Board.

## **ARTICLE VII**

### **COMMITTEES**

All committee volunteers must be Members. The Board shall appoint an Architectural Control Committee (ACC), as provided in the Restrictions, and these Bylaws. The ACC shall consist of three (3) Members who are not Board members, spouses of Board members or cohabitating with Board members. In addition, the Board can appoint other committees as needed. All committee members shall serve at the discretion of the Board. No committee shall have or exercise the authority of the Board. Any committee member who has a conflict of interest with the Association shall remove themselves from the committee unless after full disclosure, the Board votes to allow such committee member to continue serving.

## **ARTICLE VIII**

### **ASSESSMENTS**

As more fully provided in the Restrictions, each Member is obligated to pay to the Association annual assessments and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. The Association may pursue its remedies consistent with the applicable Restrictions, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive liability for the assessments provided for herein by nonuse of the Common Area or abandonment of their Lot.

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **SECTION 1. ASSOCIATION RECORDS**

Pursuant to Section 209.005 of the Texas Property Code, upon written request by certified mail, any Member or his or her duly appointed representative, shall be entitled to make a reasonable examination of the books and records of the Association during normal business hours at such other place in Harris County, Texas, as the Board shall prescribe. No Member shall remove any books and records from the possession of the Association for any reason, but a Member may request copies of books and records upon written request stating the specific books and records desired provided such Member shall pay all reasonable costs of providing the requested copies proper to obtaining same. Notwithstanding the foregoing, no Member shall be entitled to examine any documents related to and the Association shall have a privilege to refuse to disclose any confidential communications regarding:

- a. any confidential communications by and between past or current legal counsel to the Association and the Board, or any agent, employee, representative, or committee of either;
- b. any confidential communications as determined by the Board which may include matters discussed in executive session and such other matters as the Board shall deem the best interest of the Association require to be kept confidential, including without limitation, protection of the privacy rights of individual Members, competitive bids until a final bid is accepted, and matters where an obvious conflict of interest exists between a Member and the Association and disclosure would detrimentally affect the interests of the Association; or
- c. any communications privileged under the Texas Rules of Civil or Criminal Procedure, the Texas Rules of Civil or Criminal Evidence, and any other applicable statute or law of the State of Texas.

#### SECTION 2. FISCAL YEAR

The fiscal year of the Association shall be the calendar year from January 1st to December 31st.

#### SECTION 3. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SPRING CREEK FOREST CIVIC ASSOCIATION.

#### SECTION 4. PARLIAMENTARY PROCEDURE

All meetings are to be held using simple parliamentary procedure.

#### SECTION 5. REGISTERED AGENT

The Association shall have, and continuously maintain in the State of Texas, a registered agent as required by the Texas Business Organizations Code.

#### SECTION 6. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control. Should all or part of any Article of these Bylaws be in conflict with the provision of Chapter 22, Nonprofit Corporations of the Texas Business Organizations Code, the Chapter 209 Texas Residential Property Owners Protection Act, or any other Texas Law, such act or law shall control.

#### SECTION 7. AMENDMENTS

These Bylaws may only be amended by a majority vote of a quorum of Members.

#### SECTION 8. INDEMNIFICATION

The Association must indemnify a Director, Officer or committee member who was, is or is threatened to be named as a defendant or respondent in a claim or proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

CERTIFICATION

The undersigned, being the Secretary of Spring Creek Forest Civic Association, does hereby certify that these Amended and Restated Bylaws for Spring Creek Forest Civic Association was duly approved at meeting of the Members at which a quorum was present, by a vote of a majority of the Members present.

Spring Creek Forest Civic Association,  
a Texas non-profit corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: Secretary

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared \_\_\_\_\_, as Secretary of Spring Creek Forest Civic Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

\_\_\_\_\_  
Notary Public in and for the State of Texas