

**AMENDED AND RESTATED
BYLAWS
OF
THE ESTATES OF CREEKWOOD HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Bylaws provide for the administration of THE ESTATES OF CREEKWOOD HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation (the "Association") which Association governs the ESTATES OF CREEKWOOD (the "Subdivision"), established and described in the "Declaration" as herein defined; consisting of seventy-four (74) lots in a residential planned subdivision located in Mansfield, Texas, and being situated upon the real property as more particularly described on the attached EXHIBIT A which is incorporated herein for all purposes.

WHEREAS, pursuant to a vote of the Members of the Association, in accordance with the Bylaws of the Estates of Creekwood Homeowners Association, Inc. ("Bylaws"), the Board of Directors desires to amend and supplement certain provisions of the Bylaws; and

WHEREAS, a vote by the Members of the Association was held ending on June 26, 2016, and at least sixty-seven percent (67%) of such Members of the Association approved this Amendment and Restatement of the Bylaws;

NOW, THEREFORE, the Bylaws are amended as follows:

**ARTICLE I
NAME**

1.1 The name of this Association shall be The Estates of Creekwood Homeowners Association, Inc.

**ARTICLE II
DEFINITIONS**

2.1 "Association" shall mean and refer to The Estates of Creekwood Homeowners Association, Inc., its successors or assigns.

2.2 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements for the Estates of Creekwood-Gated Community duly recorded in the Official Public Records, Tarrant County, Texas, and as may be amended or supplemented from time to time.

2.3 "Member" shall have the meaning ascribed in paragraph 4.1.

2.4 "Board Meeting" shall mean and refer to a deliberation between a quorum of the Board of Directors or between a quorum of the Board of Directors and another person, during which the Association's businesses is considered and the Board takes formal action, and does not include the gathering of a quorum of the Board of Directors at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at 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.

2.5 "Electronic Ballot" shall mean and refer to a ballot given by email, fax or posting on an internet website, provided the Association can confirm the identity of the Member submitting the ballot, for which the Member may receive a receipt of the electronic transmission and receipt of the ballot.

2.6 "Community" shall mean collectively the Members, non-Member residents, private property, and common property within the Estates of Creekwood subdivision.

2.7 The use of the masculine pronoun herein shall include the feminine.

ARTICLE III NATURE AND PURPOSE

3.1 The general purpose of the Association shall be to promote the common good and general welfare of the Community through activities designed to:

- a) Encourage compliance with the covenants and restrictions contained in the Declaration.
- b) Foster Community spirit;
- c) Promote better living in the Community at large;
- d) Preserve and beautify the Community;
- e) Promote public safety and crime prevention in the Community;
- f) Promote public meetings of Members;
- g) Promote activities for Members and non-Member residents;
- h) Encourage review of zoning and public school matters affecting the Community;
- i) Encourage Members and non-Member residents to maintain their property and prevent physical deterioration of the Community.
- j) Accomplish any other goals designed to enhance the common good and general welfare of the Community;
- k) Provide resources to maintain common property.

3.2 The Association shall remain nonpartisan and nonpolitical at all times.

3.3 The Association may coordinate individual or group actions before local legislative and administrative agencies with respect zoning, traffic and parking regulations, property tax valuations, public schools and similar matters.

3.4 This Association is not organized and shall not be operated for profit. No member, director, officer or person from whom the Association may receive any property or funds shall receive or shall 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 distributed to, or inure to the benefit of any member, director or officer; provided, however, always (1) that reasonable compensation may be paid to any member, director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that a member, director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with administration of the affairs of the Association.

ARTICLE IV MEMBERSHIP AND VOTING

4.1 The owner of any lot in the Estates of Creekwood subdivision shall be a Member by virtue of such ownership of a lot in the Subdivision. However, the term "Member" shall exclude those persons or entities holding any interest in a lot merely as security for the performance or satisfaction of any financial obligation.

4.2 Members shall have the right to cast one (1) vote per lot. If a lot is owned by more than one person or entity, the owners shall designate the person to vote for such Member, and shall notify the Association in writing of the name and address of such person.

4.3 All Members are subject to the provisions of these Bylaws.

4.4 Voting by Members shall be by one or any combination of the following methods:

- a) In person or by proxy at a duly constituted meeting of the Association;
- b) By absentee ballot as described herein;
- c) By electronic ballot as described herein; or
- d) By mail, facsimile transmission, or email

4.5 The Board of Directors shall have the discretion to determine the manner of voting for a particular vote or election, i.e., whether to hold a meeting and when ballots must be submitted. The Association is not required to provide a Member with more than voting method. If a vote is held at a meeting, a Member must be allowed to vote by absentee ballot or proxy.

4.6 The Association shall give to each Member written notice of an Association election or vote and the manner thereof not later than the tenth (10th) or earlier than the sixtieth (60th) day before the date of the election or vote at a meeting. For an election or vote not taken at a meeting (i.e., by electronic

or absentee ballots only), Members must receive notice not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

4.7 Any vote cast in an election or vote on any proposal shall be by written and signed ballot if the vote is cast (1) outside of a meeting; (2) in an election to fill a position on the Board of Directors; (3) on a proposed adoption or amendment of a dedicatory instrument; (4) on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment; or (5) on the proposed removal of a Director. If the Association chooses to use a ballot (as opposed to a show of hands or voice vote) for a vote on any other matter, it must be in writing and signed by the Member. Written and signed ballots are not required for uncontested races. Electronic ballots and absentee ballots shall constitute written and signed ballots. An absentee ballot or electronic ballot may be counted as a member present and voting for the purpose of establishing a quorum only for items appearing on the ballot, and shall not be counted if the Member attends the meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by that Member by absentee ballot or electronic ballot. An absentee ballot or electronic ballot may not be counted on the final vote of a proposal if the motion concerning the proposal was amended at the meeting to be different from the exact language on the absentee ballot or electronic ballot.

4.8 The Board of Directors may cause the Association to solicit votes by absentee ballot on a particular proposal. Any such solicitation must include (a) each proposed action with an opportunity to vote for or against each proposed action, (b) instructions for delivery of the completed absentee ballot, including the delivery location, and (c) the following language:

“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your vote will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”

A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election and does not invalidate an absentee ballot that omits such nominee's name.

4.9 If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member containing instructions on obtaining access to the posting on the website.

4.10 Tabulation of Votes. Ballots shall be tabulated by a committee of three (3) persons selected by the Board of Directors. No committee member shall be a candidate, a person who is the subject of an association vote, a person related to a candidate or a person who is the subject of an association vote within the third degree by consanguinity and affinity. Except in connection with a recount as provided herein below, the committee members shall not disclose to any other person how an individual voted.

4.11 Recount of Votes. Not later than the fifteenth (15th) day after the date of the announcement of the results of an election, any Member may require a recount of the votes by making a demand for recount in the manner described herein. A demand for a recount must be submitted in writing by Verified Mail (as defined in the Declaration) to the Association's mailing address or delivered in

person to the Association's President or to the address to which absentee ballots and proxy ballots are mailed. The Association shall estimate the costs for performance of the recount and send an invoice for the estimated costs to the requesting Member at the Member's last known address according to association records not later than the 20th day after the date the Association receives the Member's demand for the recount. The Member demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Member. If the invoice is not paid by the deadline in the preceding sentence, the Member's demand for a recount is considered withdrawn and a recount is not required. If the estimated costs for a recount are lesser or greater than the actual costs, the Association will send a final invoice to the Member on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The refund shall be paid to the Member at the time the final invoice is sent. If a recount is required, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes who is not a member of the Association or related to a member of the Association's Board within the third degree by consanguinity or affinity and is either a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or person agreed upon by the Association and the persons requesting the recount. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount. If the recount changes the result of the election, the Association shall reimburse the requesting Member for the cost of the recount. The Association shall provide the results of the recount to each Member who requested the recount. Any action taken by the Board of Directors in the period between the initial election vote tally and the completion of the recount is not effected by any recount.

ARTICLE V QUORUM AND PROXIES

5.1 Except as otherwise provide in these Bylaws, the requirements for quorums, proxies, and notices shall be as provided for in Article 3.04 of the Declaration.

ARTICLE VI MEETINGS

6.1 Meetings of the Association shall be held at a suitable place, convenient to the Members, as the Board of Directors may determine.

6.2 The annual meeting of the Association shall be held during the month of May. At such meeting there shall be elected, by vote of the Members, persons to serve as President and Directors on the Board of Directors in accordance with the requirements of Article VII of these Bylaws. The Members may also transact such other business of the Association as may properly come before them at such meeting.

6.3 It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of Members and having been presented to the Secretary of the Association. The Secretary shall immediately present any such

petition to the President for his action. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof, and shall be given at least ten (10) days but no more than thirty (30) days prior to the date of such meeting. No business, except as stated in the notice, shall be transacted at a special meeting. Any such meetings shall be held within thirty (30) days after receipt by the President of such resolution or petition.

- 6.4 The order of business at all meetings shall be as follows where applicable:
- a) Roll call and certifying proxies, and / or absentee ballots or electronic ballots;
 - b) Proof of notice of meeting or waiver of notice;
 - c) Reading and disposal of unapproved minutes;
 - d) Reports of officers;
 - e) Reports of committees;
 - f) Election of directors;
 - g) Unfinished business;
 - h) New business;
 - i) Adjournment

ARTICLE VII BOARD OF DIRECTORS

7.1 The affairs of the Association shall be governed by a Board of Directors consisting of nine (9) persons each of whom shall have one (1) vote, and all of whom must be a Member of the Association or the designated representative of a Member of a lot with more than one owner. Eight Directors shall serve a term of two (2) years. The President, who will constitute the ninth (9th) Director, shall be elected by the general membership at an annual meeting of the Members. Said nine (9) Directors shall constitute the Board of Directors of the Association and shall thereafter govern the affairs of the Association until their successors have been duly elected and qualified.

7.2 The Board of Directors shall elect, from the Board's own membership, a Vice-President, Treasurer, Secretary and Chairmen of the Committees. The Board members serving in the positions of officers and chairmen shall serve a term of one (1) year but may be reelected by the Board to the same or other positions in the subsequent year of his term.

7.3 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may do all such acts and things except as by law or by these Bylaws may not be delegated to the Board of Directors.

7.4 Such powers and duties of the Board of Directors shall include, but shall not be limited to the following, all of which shall be done on behalf of the Members:

- a) To encourage and enforce compliance with the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declarations. Any such enforcement shall be at the sole discretion of the Board of Directors;
- b) To enforce the covenants and obligations set forth in the Bylaws of the Association and any supplements and amendments thereto. Any such enforcement shall be at the sole discretion of the Board of Directors;
- c) To prepare an expense budget for the Association, at least annually, to determine the amount of dues and charges payable by the Members to meet expenses and to allocate and assess such amounts equally among the Members and to decrease or increase the amount of the dues;
- d) To enter into contracts within the scope of their duties and powers;
- e) To establish and maintain a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors;
- f) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements;
- g) To prepare and deliver annually to each Member, in accordance with Article 15.1 hereof, a statement, in the form of a Notice, showing receipts, expenses and disbursements since the last such statement;
- h) To meet at least once each quarter; provided that any Board of Directors meeting may be attended and conducted by telephone or other devices which permits all of the Directors in attendance to participate in such meeting, and provided further that any action required to be taken at any meeting of the Board of Directors, or any action which may be taken at such meeting, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Board;
- i) In general, to carry on the administration of the Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the affairs of the Association.

7.5 No part of the receipts of the Association (other than a rebate of excess membership dues, fees or charges) shall inure to the benefit of any single Member.

7.6 The omission or failure of the Association or any Member to encourage or enforce compliance with the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declarations or to enforce the covenants and obligations of the Bylaws shall not

constitute or be deemed a waiver, modification or release thereof, and the Board of Directors shall have the right to encourage compliance with or enforce the same respectively thereafter.

7.7 Vacancies in the Board of Directors caused by any reason other than removal of a Director by a vote of the Association shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Such Director or Directors so selected shall serve for the remainder of the unexpired term of the Director whose vacancy necessitated such vote.

7.8 At any regular or special meeting of the Association, duly called, any one or more of the Directors may be removed, with or without cause, by a simple majority vote of Members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by any Member of the Association shall be given an opportunity to be heard at the meeting.

7.9 If the Board of Directors is presented with written, documented evidence from a data base or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving a moral turpitude, such board member is immediately ineligible to serve on the Board of Directors, is automatically considered removed from the Board of Directors, and is prohibited from future service on the Board of Directors.

7.10 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors but at least one such meeting shall be held during each calendar quarter. Notice of the date, time and place of regular meetings of the Board of Directors shall be given to each Director, personally or by mail or telephone at least seven (7) days prior to the day named for such meeting.

7.11 Special meetings of the Board of Directors may be called by the President on seven (7) days' notice to each Director, given personally or by mail, email, or telephone, which notice shall state the date, time, place, (as hereinabove provided) and purpose of the meeting. The President or Secretary of the Association shall call special meetings of the Board of Directors in like manner and with like notice at the written request of one or more Directors.

7.12 Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the date, time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.13 At all meetings of the Board of Directors, a simple majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting. At the reconvening of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

7.14 No member of the Board of Directors shall receive any compensation for acting as such.

7.15 The Board of Directors may authorize contracts or commitments, up to a limit of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) on any one contract or commitment, as agents for the Association, and they shall have no personal liability for such contract or commitment within such limit (except such liability as may be ascribed to them in their capacity as Members); provided, however, that the liability of any Member on such contract or commitment shall be limited to such proportionate share of the total liability therefore that each Member bears to total number of Members in the Association.

7.16 Regular and Special Board Meetings shall be open to Members subject to the right of the Board of Directors to adjourn a Board Meeting and reconvene in closed executive session to consider matters involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of Members, 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 Members, 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 expenditures approved in executive session. Any Board Meeting must be held in Tarrant County, Texas, except a meeting held by electronic or telephonic means as provided herein below.

7.17 The Board of Directors shall keep a record of each regular or special board meeting and form written minutes of the meeting. The Board of Directors shall make meeting records, including the approved minutes available, to a Member for inspection and copying in accordance with the Open Records Policy of the Association.

7.18 Members shall be given notice of the date, hour, place and general subject matter of any regular or special Board Meeting, including a general description of any matter to be brought up for deliberation in executive session. Such notice shall be provided in one of the following manners:

- a) Mailed to each Member not later than the 10th day or earlier than the 60th day before the date of the meeting;
- b) provided at least 72 hours before the start of the meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common property, or other conspicuous located privately owned property within the Subdivision with such Property Owner's consent, or on any internet website maintained by the Association, or by sending notice by email to each Member who has registered an email address with the Association.

7.19 If the Board recesses a regular or special Board Meeting to continue on 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 the ability of Members to attend. If a regular or special Board Meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board of Directors shall give notice of the continuation in at least one manner prescribed above within 2 hours after adjourning the meeting.

7.20 The Board of Directors may meet by any method of communication, including email or telephonic, without prior notice to Members if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Members under this section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board Meeting. Notwithstanding anything contained herein to the contrary, the Board of Directors may not, without prior written notice to Members as provided hereinabove, consider or vote on fines, damage assessments, initiation of foreclosure actions, initiation of enforcement actions, excluding temporary restraining orders or a violation involving a threat to health or safety, increases in assessments, levying of special assessments, appeals from a denial of architectural control approval, or a suspension of the 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.

ARTICLE VIII OFFICERS

8.1 The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The President shall be elected by the Members of the Association to serve a term of two (2) years. Officers shall be members of the Board of Directors and, except for the President, shall be elected to their positions by the Board of Directors.

8.2 Upon an affirmation vote of a simple majority of the Members, the President may be removed, either with or without cause, and his successor elected at any special meeting of Members. The President may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice, or at later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.3 A vacancy in the office of President because of death or resignation may be filled by appointment of the Board of Directors, such appointment to be by simple majority of the Board of Directors. The President appointed to such vacancy shall serve for the remainder of the term of the President he replaces.

8.4 The President shall be the chief executive of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall cast only the deciding vote at any meeting of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a neighborhood association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

8.5 The Vice President shall have all the powers and authority and shall perform all the functions and duties of the President in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and shall also perform any duties he is directed to perform by the President.

8.6 The Secretary shall keep all the minutes of the meetings of the Board of Directors and any general membership meeting. He shall have charge of such books and papers as the Board of Directors may direct. He shall, in general perform all the duties incident to the office of Secretary as is provided in the Bylaws.

8.7 The Secretary shall compile and keep up to date a complete list of Members with their name, address, telephone numbers and email address, as shown on records of the Association. Such list shall be open to inspection in accordance with the Association's Open Records Policy.

8.8 The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time be designed by the Board of Directors.

ARTICLE IX INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1 The Association shall indemnify any Officer or Director thereof who was, or is, a party, or is threatened with pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether, or not, by, or in the right of, the Association) by reason of the fact that such person is, or was, a Director or Officer of the Association, against any and all loss, expenses (including but not limited to attorney's fees and costs of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with, or in defense of, such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, if such person had no reasonable cause to believe that his conduct is unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of willful misconduct in the performance of his duties to the Association. Termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, or that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such person is guilty of willful misconduct in the performance of his duties to the Association; all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

9.2 Any act or thing done by any Director, Officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Declaration, Articles of Incorporation, Certificate of Formation, the laws of the State of Texas, and/or these Bylaws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the part of the Director, Officer, or committee member if they have been done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, Officer, or committee member. A court shall not re-examine the quality of the decisions made by the director, officer, or committee member by determining the reasonableness of the decision as long

as the decision is made in good faith in what the director, officer, or committee member believes to be in the best interest of the Association.

ARTICLE X
FINANCES

10.1 The Association shall be authorized to raise funds by assessments, solicitations, benefits, lectures, exhibits and other legitimate methods not inconsistent with its status as a non-profit corporation.

10.2 The amount of annual assessments shall be determined each year in the following manner:

At the annual meeting of the Association the Board of Directors shall submit for approval by the Members of the Association an annual budget for the coming fiscal year. The annual budget shall list proposed expenditures, estimated receipts and the amount of annual assessments per membership.

10.3 The annual assessments so determined shall be due and payable to the Association by July 1 of the coming fiscal year, and shall be paid by placing same in the possession of the Treasurer of the Association.

10.4 Those who become new Members after the date on which annual Member assessments are payable shall pay assessments for the current year on a prorated (monthly) basis.

10.5 All assessments shall promptly be delivered to the Treasurer upon collection. Upon termination of the month of July, the Treasurer shall immediately prepare and submit to the President a list of all Members who have paid their annual assessments for the then current fiscal year.

10.6 The Association shall be authorized to receive gifts, legacies, and bequests (for general or specified purposes), subject to the approval of the Board.

10.7 The Board of Directors, providing the Members have approved, may create reserves for such purposes as it shall think beneficial to the Association, and may abolish reserves in the manner created. The Board, providing the Members have approved, may create endowment funds, to assure the future success and purposes of the Association, in amounts and at times it deems feasible.

10.8 Funds and expenditures of the Members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

- (a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies;
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items, which occur less frequently than annually;
- (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence; and

(d) Such other accounts as shall be appropriate.

10.9 All disbursements from any funds of the Association for routine operating costs within budgeted amounts, or covered by the approved contracts within the limits set by these Bylaws, shall be reviewed and approved by the Treasurer, and the Treasurer shall routinely publish such disbursements and the results of his review thereof at each regular Board meeting and at the annual meeting of the Association in the form of a brief cost/budget report.

10.10 The fiscal year for the Association shall be July 1 through June 30.

10.11 The Members of the Association shall approve the budget and no budget submitted for approval by the Board of Directors shall be valid, or considered for any purpose, until it is approved by the Members of the Association.

ARTICLE XI AMENDMENTS TO THESE BYLAWS

11.1 To amend these Bylaws the procedures detailed in this Article must be followed.

11.2 Amendments to these Bylaws may be proposed by any Member, or group of Members.

11.3 Proposed amendments shall be presented as a written motion at a regular meeting or special meeting of the Members.

11.4 If the motion is seconded and passed by a simple majority vote of the Members attending the meeting, the proposed amendment shall be submitted to the Board of Directors and filed with the Secretary.

11.5 Upon receipt of the proposed amendment, the Board of Directors shall review, analyze and provide an alternative form if necessary so as to eliminate any ambiguities or inconsistencies with other provisions in these Bylaws.

11.6 The proposed amendment shall be delivered to each Member by mail, hand delivery or email at least fourteen (14) days prior to the vote for approval,.

11.7 The proposed amendment must be approved by at least sixty seven percent (67%) of Members.

ARTICLE XII COMMITTEES

12.1 Each committee, whether executive or standing shall consist of at least three (3) persons who are Members in Good Standing and all shall be appointed by the Board of Directors. "Member in Good Standing" shall mean a Member that: (a) is not delinquent in the payment of any Assessment against the Member's Lot or any interest, late charges, costs or reasonable attorney's fees added to such

Assessment under the provisions of the Declarations or as provided by law; (b) is not delinquent on payments made pursuant to a payment plan for Assessments; (c) does not have any condition on his/her Lot which violates any dedicatory instrument which has progressed to the stage of a written notice of a hearing to be held by the Association or its designated committee, or beyond, and which remains unresolved as of the date of determination of the Member's standing; (d) has not failed to pay any fine levied against the Member and/or the Member's Lot pursuant to the Declarations; and (e) has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment. If one occupant of a particular dwelling does not qualify as a Member in Good Standing, then all occupants of such dwelling shall not be considered as Members in Good Standing. Additionally, if an owner of multiple Lots does not qualify as a Member in Good Standing as to one Lot, then such owner shall not qualify as a Member in Good Standing as to all Lots owned by the owner.

12.2 The Board of Directors shall appoint the chairperson of each committee and at the first meeting of any committee, a co-chairperson shall be elected by the members of such committee.

12.3 Committee appointments shall be made on a yearly basis.

12.4 Before each annual meeting, the President shall appoint a committee of three (3) members who shall nominate candidates for the President and for the Board. The names of the candidates shall be submitted to the President on or before fifteen (15) days before the election. Members may submit names of candidates other than those submitted by the nominating committee at the election.

12.5 The President or Vice President shall fill a vacancy in any committee by appointing a Member to serve on that committee until the next meeting of the Board of Directors.

ARTICLE XIII
ENFORCEMENT ACTION

13.1 Before the Association may suspend a Member's right to use a common area, file suit against a Member other than a suit to collect a regular or special assessment or foreclose under an Association lien, charge a Member for property damage, or levy a fine for a violation of the restrictions, Bylaws or rules of the Association, the Association or its representative must give written notice to the Member by certified mail. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Member, and inform the Member that the Member is entitled to a reasonable period to cure the violation and avoid the fine or suspension, and that the Member may request a hearing before the Board or before a committee appointed by the Board for such purpose, on or before the 30th day after the notice was mailed to the Member, and that the Member may have special rights or relief related to the enforcement action under federal law, including the Service Member Civil Relief Act. The notice shall specify the date by which the Member must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. Such date must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety. No notice or cure period is required if the Member has been previously given notice and the opportunity to exercise any rights available in the preceding six months. If the Member cures the violation before the expiration of the date specified in the notice, a fine may not be assessed for the violation.

A violation is considered a threat to public health and safety if the violation could materially affect the physical health or safety of an ordinary resident. A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered incurable:

- shooting fireworks;
- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- property damage, including the removal or alteration of landscape; and
- holding an event prohibited by a dedicatory instrument.

The following are example of acts considered curable:

- a parking violation;
- a maintenance violation;
- the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- an ongoing noise violation such as a barking dog.

13.2 If the Board appoints a committee to conduct such hearings, such notice must state that the Member has a right to appeal the committee decision to the Board by written notice to the Board. The Association shall hold a hearing not later than the 30th day after the date the Board receives the Member's request for a hearing and shall notify the Member of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or the Member may request a postponement and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted at the discretion of the Board. The Member or the Association may make an audio recording of the hearing. The notice and opportunity for a hearing does not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a person's right to use a common area is temporarily suspended as a result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision, the notice and hearing described in this section does not apply and the temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures described in this section.

13.3 The Association hereby adopts the Delinquency Policy and Alternative Payment Schedule Guidelines for assessments attached hereto as EXHIBIT B and incorporated herein for all purposes.

ARTICLE XIV
INSPECTION OF ASSOCIATION RECORDS

14.1 The Association hereby adopts the Open Records Policy, a true and correct copy of which is attached hereto as EXHIBIT C and incorporated herein for all purposes

ARTICLE XV
RETENTION OF RECORDS

15.1 The Association hereby adopts the Records Retention Policy, a true and correct copy of which is attached hereto as EXHIBIT D and incorporated herein for all purposes.

ARTICLE XVI
EXECUTION OF DOCUMENTS

16.1 The President or Vice-President and the Secretary of the Association shall be authorized to execute any and all contracts, documents, instruments or conveyance or encumbrances on behalf of the Association. This section of the Article does not grant or enlarge upon any authority not otherwise granted elsewhere in these Bylaws.

ARTICLE XVII
CONFLICTING OR INVALID PROVISIONS

17.1 If and to the extent there are any conflicts between the provisions of these Bylaws and the provisions of the Declaration, the provisions of the Declaration shall control.

17.2 Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of Texas law or with the laws of the United States, such laws shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative.

ARTICLE XVIII
NOTICES

18.1 All notices to Members of the Association shall be given by delivering the same to each Member in person, by United States mail, postage prepaid, faxing, or by email, addressed to each Member at the address last given by each Member to the Secretary of the Association. Such notices shall be deemed to have been given to all Members upon the proper hand delivery, mailing, faxing or email of the same, irrespective of the actual receipt thereof by the Member.

ARTICLE XIX
HISTORY OF AMENDMENTS

19.1 These Bylaws were amended on June 26, 2016, according to amendments voted upon and passed.

19.2 These Amended and Restated Bylaws supercede the previous May 2002 Bylaws of the Estates of Creekwood Homeowners Association, Inc. and are effective immediately.



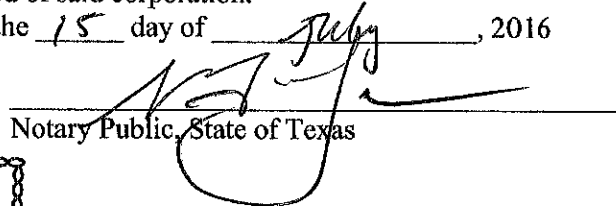
Nathan Lindley
President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Nathan Lindley, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 15 day of July, 2016



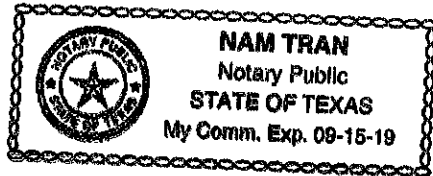
Notary Public, State of Texas

EXHIBIT A

THE ESTATES OF CREEKWOOD

1. Lots 48, 49, 50, 51, 52-R1, 53-R1, 54-R1, 55, 56-R1, 57-R1, 58-R1, 59-R1, 60-R1, 61-R1, 62-R1, 63-R1, 64-R1, 65-R1, 66-R1, 67-R1R, 68 R1, 69 R1, 70 R1, and 71-R1, Block 5, of The Arbors of Creekwood Phase Two and The Arbors of Creekwood Phase Five additions to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 2559, Cabinet A Slide 1448, Cabinet A Slide 4918, and Cabinet B Slide 2343 of the Plat Records, Tarrant County, Texas.
2. Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24R-1, 25R, 26R, and 27, Block 6 of The Arbors of Creekwood Phase Two and The Arbors of Creekwood Phase Five additions to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 1883, Cabinet A Slide 1448, Cabinet A Slide 3056, and Cabinet A Slide 4437 of the Plat Records, Tarrant County, Texas.
3. Lots 35, 36, 37, 39R, 41, 42, 43, 44, 45-R, 46-R and 47, Block 5; and Lots 16R, 17-R, 19-R, 20, 21, 22, 23, 24, 25, and 26, Block 8 of The Arbors of Creekwood Phase Eight addition to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 3771, Cabinet A Slide 7504, and Cabinet B Slide 2765 of the Plat Records, Tarrant County, Texas.
4. Lots 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, Block 5, of The Arbors of Creekwood Phase Twelve addition to the City of Mansfield, Tarrant County, Texas, as shown on the plats filed in Cabinet A Slide 4934 of the Plat Records, Tarrant County, Texas.

EXHIBIT B

ESTATES OF CREEKWOOD HOMEOWNERS ASSOCIATION **DELINQUENCY POLICY** **&** **ALTERNATIVE PAYMENT SCHEDULE GUIDELINES**

Estates of Creekwood Homeowners Association, Inc. is the property owners association established pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements concerning Estates of Creekwood (the "Declaration"), more fully described in Article 2.2 of these Bylaws. Estates of Creekwood Homeowners Association, Inc. (the "Association") hereby adopts the following Delinquency Policy and Alternative Payment Schedule Guidelines for assessments due the Association:

1. ASSESSMENTS

Annual Assessments (as defined in the Declarations) are due each July 1st. Members will be receive a notice of the Annual Assessment amount approximately 30 days before each due date. Special Assessments (as defined in the Declarations) will be due on the date approved by Members when the Special Assessment is approved. Special Member Assessments (as defined in the Declarations) will be due within 30 days of the issuance of a Special Member Assessment.

2. DELINQUENT ASSESSMENTS

Any assessment not received by the Association within thirty (30) days from the due date is delinquent and will incur a late fee in the amount of twenty five dollars (\$25.00). A delinquency notice will be sent via certified mail, to the Member showing each delinquent amount and the total amount of the payment required to make the account current. The notice shall also include information regarding any available payment plan.

If full payment of the assessment and late fee has not been received by the Association within sixty (60) days after the due date, (1) the delinquent amounts will incur an interest charge equal to the lesser of 10% per annum or the maximum rate of interest permitted by applicable law, and (2) the Member will be mailed, via certified mail, a thirty (30) day demand letter to cure such default. The notice will set out the balance due as of the date of the notice and will state that the Member has thirty (30) days from the mailing of the notice to pay the outstanding balance without incurring Attorney's fees and court costs. If full payment is not received within thirty (30) days of the mailing of that letter, then the account will be turned over to the Association's attorney or collection agency for collection.

3. COSTS, ATTORNEYS' FEES AND EXPENSES

If it is necessary to initiate legal action, including but not limited to, liens, foreclosure proceedings, and law suits in order to collect overdue assessments, the Member will be responsible for all overdue assessments, late fees, costs of collection, reasonable attorneys' fees and court costs as provided by these Bylaws and the Declaration.

The Board of Directors for the Association will determine the appropriate action to be taken in any situation not expressly covered by this Policy.

4. ALTERNATIVE PAYMENT SCHEDULE

A. The Association shall, upon an Owner's request, enter into a payment plan agreement with an Owner for the payment of any assessment, whether current or past due, according to the following schedule:

1. Annual Assessments (as defined in the Declarations): A payment plan term up to three (3) months;

2. Special Purpose Assessments and Special Member Assessments (as defined in the Declarations):

a. Assessments less than or equal to \$500.00, a payment plan term up to six (6) months;

b. Assessments from \$500.01 to \$1000.00, a payment plan term up to twelve (12) months;

c. Assessments greater than \$1000.00, a payment plan term up to eighteen (18) months.

If any Owner has failed to honor the terms of a previous payment plan at any time during the two years following the Owner's default under a previous payment plan, the HOA is not required to enter into a payment plan with such Owner. The HOA is not required to make a payment plan available to a Member more than once in any 12 month period. The HOA is not required to make a payment plan available to a Member after the period for cure of a violation described in Section 13.1 has expired. As long as the Owner complies with the terms of the payment plan established hereunder, the Owner shall not accrue any additional monetary penalties. For the purpose of this section, monetary penalties do not include reasonable costs to administer the plan or interest. The Owner shall pay a fee of \$25.00 for the administration of such payment plan and shall pay interest on any unpaid assessments at a rate equal to the lesser of ten percent (10%) per annum or the maximum rate of interest permitted by applicable law.

B. Each Owner who participates in a payment plan shall sign a payment plan agreement on a form provided by the Association prior to the Association's acceptance of any such payment plan. If the Owner enters into a payment plan prior to the assessment becoming delinquent, the late fee specified in Section 2 Delinquent Assessments above will be waived.

EXHIBIT C

OPEN RECORDS POLICY OF ESTATES OF CREEKWOOD HOMEOWNERS ASSOCIATION, INC.

Estates of Creekwood Homeowners Association, Inc. (the "Association") is the property owners association established pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements concerning Estates of Creekwood (the "Declaration"), more fully described in Article 2.2 of these Bylaws. It is the policy of the Association that all records of the Association are open to and reasonably available for examination by Members of the Association, subject to the provisions and exceptions contained herein.

A. PROCEDURE. In order to inspect or obtain copies of Association records, a Member (or the Member's attorney, CPA or agent designated in writing by a document signed by the Member and delivered to the Association prior to or contemporaneously with a request) shall send a written request addressed to the Secretary of the Association at PO Box 994, Mansfield, Texas 76063, by certified mail, return receipt requested and in such request must elect either to inspect records or have copies of records provided to the requestor. Such written request must contain sufficient detail describing the books and records requested.

B. INSPECTION. If the requestor desires to inspect the records prior to copying, the Secretary shall, on or before the 10th business day after the date the Association receives the request, send the Member or Member's representative written notice of three dates during normal business hours during which the Member may inspect the requested books and records to the extent that the books and records are in the possession, custody, or control of the Association. The inspection shall occur at a mutually agreed time during normal business hours, and at such inspection the requestor shall identify the books and records for the Association to copy and forward to the requestor, and the preferred method of delivery.

C. COPIES REQUESTED. If copies of specifically identified books and records are requested, the Secretary shall, to the extent those books and records are in the possession, custody or control of the Association, and subject to any exceptions described herein or provided by law, determine the estimated cost of compilation, copying and reproduction of the requested information, and deliver such estimate in writing to the requestor within five (5) business days after receipt of the request and notify the requestor that advance payment of the estimated costs of compilation, production and reproduction is required. The Secretary shall deliver to the requestor the requested copies in paper copy format or electronic format, or by email, to the requestor within five (5) business days after receipt of the advanced payment by the requestor.

D. UNABLE TO PRODUCE. If the Association is unable to produce the books or records requested on or before the 10th business after the date the Association receives the request, the Association shall provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the 10th business after the date the Association receives the request and state the date by which the information will be sent or made available for inspection to the requestor that is not later than the 15th business day after the date such notice is given.

E. COSTS. The costs of compilation, production and reproduction of requested books and records shall be as follows:

1. Standard paper copies are .10 per page or part of a page. Each side that contains recorded information is considered a page.
2. Electronic copies are \$1.00 per document.
3. Compilation and production costs shall include a charge for labor in the amount of \$15.00 per hour.

If the estimated costs of compilation, production and reproduction is less or greater than the actual cost, the Association shall submit a final invoice to the requestor on or before thirty (30) business days after the date the information is delivered. If such final invoice includes amounts due from the requestor, the additional amount shall be paid to the Association on or before the 30th business day after the date the invoice is sent to requestor, and if not paid shall be added to the Member's account as an assessment. If the advanced payment of estimated costs is greater than the final invoice amount, the Association shall deliver a refund of the over payment amount to the requestor not later than the 30th business day after the date the invoice is sent to requestor.

F. EXCEPTIONS TO PRODUCTION. The following categories of books and records are not available for copying or inspection:

1. Any document that identifies the violation history of any individual Member or any Member's personal financial information, including records of payment or non-payment amounts due the Association, and any Member's contact information other than the Owner's address;
2. Information related to an employee of the Association, including personnel files.
3. Attorney files and records relating to the Association, except invoices for attorney's fees and other costs relating to a matter for which the Association seeks reimbursement of fees and costs from the Owner.
4. Emails sent to or sent by members of the Board of Directors for the purpose of conducting the Association's business.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner/Member, an owner/Member's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner/Member's contact information other than the owner/Member's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner/Member. These records may be made available only with (i) the express written approval of the owner/Member whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records.

EXHIBIT D

**DOCUMENT RETENTION POLICY OF ESTATES OF CREEKWOOD
HOMEOWNERS ASSOCIATION, INC.**

Estates of Creekwood Homeowners Association, Inc. (the "Association") is the property owners association established pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements concerning Estates of Creekwood (the "Declaration"), more fully described in Article 2.2 of these Bylaws. The Board of Directors of the Association hereby adopts the Document Retention Policy as follows:

A. The Certificate of Formation, Bylaws, Covenants, Conditions and Restrictions and all amendments thereto shall be retained permanently.

B. The financial books and records of the Association shall be retained for seven (7) years after the calendar year to which such records relate.

C. Account records of Owners, including payment history and violations shall be retained for five (5) years following the year in which payment was made or violation determined.

D. Contracts with any vendor or contractor shall be retained for four (4) years following the expiration of the contract term.

E. Minutes of meetings of Owners and minutes of meetings of the Board of Directors shall be retained for seven (7) years following the year in which such meeting was conducted.

F. Tax returns and audit records of the Association shall be retained for seven (7) years following the year to which the tax return or audit relates.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

NATHAN HORACE LINDLEY
1 TOSCANY COURT
MANSFIELD, TX 76063

Submitter: NATHAN HORACE LINDLEY

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 7/22/2016 10:21 AM

Instrument #: D216164143

OPR

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PGS

\$104.00

By: _____

Mary Louise Garcia

D216164143

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.