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SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
DRY CREEK WEST OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

The undersigned, being the authorized representative of Dry Creek West Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instrument entitled "Notice of Dedicatory Instruments for Dry Creek West Owners Association, Inc." recorded in the Official Public Records of Real Property of Travis County, Texas under Clerk's File No. 2024112191 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- **Amended and Restated Bylaws of Dry Creek West Owners Association, Inc.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Travis County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 23rd day of April, 2025.

**DRY CREEK WEST OWNERS
ASSOCIATION, INC.**

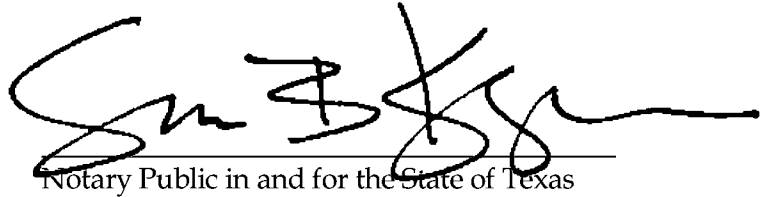
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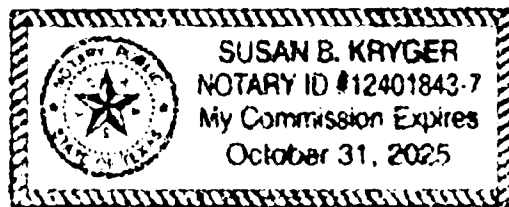


Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 23rd day of April, 2025 personally appeared Cliff Davis, authorized representative of Dry Creek West Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


 Notary Public in and for the State of Texas



AMENDED AND RESTATED BYLAWS
of
DRY CREEK WEST OWNERS ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS
of
DRY CREEK WEST OWNERS ASSOCIATION, INC.

RECITALS

1. Bylaws of Dry Creek West Owners Association, Inc. were previously adopted ("**Prior Bylaws**").

2. Section 82.102(a)(1) of the Texas Property Code provides that the Board of Directors of Dry Creek Owners Association, Inc. ("**Association**") may adopt and amend bylaws.

3. Further, pursuant to Section 22.102 of the Texas Business Organizations Code, the Board of Directors of the Association may amend bylaws or adopt new bylaws unless: (i) the Association's certificate of formation (formerly the articles of incorporation) reserves such power exclusively to the Association's members, (ii) the management of the Association is vested in the Association's members, or (iii) the members have adopted a bylaw that expressly prohibits the Board of Directors from amending the bylaws.

4. There is no such restriction or reservation in the Association's Certificate of Formation or Prior Bylaws nor are there any vested rights specifically provided to the Association's Members.

5. State law supersedes any language contained in the Association's Bylaws regarding the procedure to amend the Prior Bylaws.

6. The Association's Articles of Incorporation do not reserve the power to amend bylaws exclusively to the Association's members, the management of the Association is not vested in the Association's members, and the members have not adopted a bylaw that expressly prohibits the Board of Directors from amending the bylaws.

7. The Board of Directors of Dry Creek West Owners Association, Inc. ("**Board**") finds it is in the best interest of the Association to amend and restate the Prior Bylaws to update provisions and bring the bylaws into compliance with current laws.

NOW, THEREFORE, the Board of Directors hereby amends and restates the Prior Bylaws in its entirety. Upon recording these Amended and Restated Bylaws of the Association ("**Bylaws**"), these Bylaws will replace and supersede the Prior Bylaws.

ARTICLE I. NAME AND ADDRESS

Section 1.1 Name

The name of the association is Dry Creek West Owners Association, Inc. (the "**Association**").

Section 1.2 Definitions/Gender

Capitalized terms used in these Amended and Restated Bylaws of Dry Creek West Owners Association, Inc. (the “**Bylaws**”) will have the same meaning as that ascribed to them in the Condominium Declaration for Dry Creek West Condominiums (the “**Declaration**”). Pronouns, wherever used in these Bylaws, will include all persons regardless of gender.

Section 1.3 Registered Agent

The Association must continuously maintain in the State of Texas a registered agent whose office is identical with such registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, identical to the principal office in the State of Texas, and the registered office may be changed from time to time by the Board of Directors.

ARTICLE II. APPLICABILITY

These Bylaws will be applicable to the Association. In accordance with the terms of the Declaration, all present and future Owners will be Members of the Association and all Owners and any other persons permitted to use the Common Elements will be subject to these Bylaws and to any Rules and Regulations adopted from time to time by the Board of Directors. Ownership, rental, or occupancy of any Unit in the Property will be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these Bylaws, the Declaration, and the Rules and Regulations.

ARTICLE III. PURPOSE

The purpose of the Association is to administer Dry Creek West condominium regime, including, without limitation, providing for the management, maintenance, repair, and replacement of the Common Elements, as provided in the Declaration. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

ARTICLE IV. INTERPRETATION

In the event that a conflict exists between the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association (the “**Articles**”), the Guidelines, and/or the Rules and Regulations, the documents will control in the following order of priority:

1. The Declaration
2. The Articles
3. The Bylaws
4. The Guidelines
5. The Rules and Regulations

In the event that the Internal Revenue Code of 1986, as amended, (the “**Code**”) is hereafter amended or changed, both the Declaration and these Bylaws will be interpreted in a manner which conforms to the provisions of the Code with respect to nonprofit entities, it being the intention to preserve the status of the Association as a bona fide nonprofit entity.

ARTICLE V. MEMBER

Section 5.1 Membership

(a) Each Owner will automatically be a Member of the Association and will continue to be a Member until such person no longer owns a Unit, at which time membership in the Association will automatically cease. Membership in the Association will be appurtenant to the ownership of a Unit. Members in Good Standing will be entitled to one (1) vote for each Unit in which they hold an ownership interest of record, weighted in accordance with the Allocated Interest in the Common Elements appurtenant to the Unit, on all issues to be voted upon by the Members.

(b) A Member will be considered to be a “**Member in Good Standing**” and eligible to vote if such Member:

(i) Is not delinquent for more than thirty (30) days in the payment of assessments or other charges levied by the Association, as provided for under the Declaration;

(ii) Does not have anything filed of record in the county by the Association showing unpaid charges against the Unit owned by such Owner;

(iii) Is, at least five (5) days prior to the taking of any vote by the Association, not in default under the Declaration or these Bylaws (after the expiration of all cure periods granted hereunder or under the Declaration); and

(iv) Has discharged all other obligations to the Association as may be required of Members under the Declaration.

At least thirty (30) days prior to any member meeting, the Board will determine whether a Member is a Member in Good Standing. If the Board determines that a Member is not a Member in Good Standing, the Board will promptly notify that Member. Upon receipt of such notification, the Member has the right to cure the default that has resulted in the loss of good standing. If a Member disputes the Board’s determination that such Member is not a Member in Good Standing, the Member may mediate that issue pursuant to the mediation provision in the Declaration provided the Member initiates the mediation procedure within three (3) business days after the Member receives notice of the Board’s determination. If mediation fails, a Member has the right to pursue any and all legal rights. Any Member not conforming with the provisions of this paragraph (b) will not be a Member in Good Standing and will not be entitled to vote on matters before the Association until such time as Member in Good Standing status is attained and so declared by the Board.

(c) In cases where more than one person owns an interest in a Unit, (i) such persons will collectively be deemed one Member and (ii) such persons will arrange among themselves for one of their number to exercise their Member voting rights. If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote or

votes allocated to that Unit. If more than one of the multiple Owners is present, the vote or votes allocated to that unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the votes allocated to a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

Votes allocated to a Unit may be cast under a written proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each of the Owners of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a proxy duly executed by the Unit Owner. A Unit Owner may not revoke a proxy given under this Section except by giving actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter or longer time. Proxies may be submitted via facsimile or in any other electronic form allowed by law.

By way of example and not limitation, if three (3) persons jointly own a Unit, as the Owner of such Unit the three persons are collectively entitled to a one (1) vote. The person acting on behalf of the three (3) Owners as one member will have the right to cast, in the aggregate, one (1) vote on behalf of all three (3) Owners of the Unit.

Section 5.2 Affirmative Vote

Except as otherwise provided herein or in the Declaration, the Members will be entitled to vote upon any decision or resolution and those votes from Members totaling more than fifty percent (50%) of the total votes cast based on the allocated interest will determine the passage of any decision or resolution. A vote may be cast either in person or by written proxy. Cumulative voting will not be permitted. Any Member whose voting rights have been suspended under any provision of the Declaration or these Bylaws will not be entitled to vote. In the case of multiple Owners of the same Unit, all Owners must be Members in Good Standing to be entitled to vote the vote allocated to that Unit.

Section 5.3 Membership List

The Secretary of the Board will be responsible for maintaining, at the principal office of the Association, an updated list of Members and their last known addresses as provided by each Member. The list will also show opposite each Member's name the address of the Unit(s) owned. The list will be revised by the Secretary to reflect changes in the ownership of Units occurring prior to the date of any annual or special meeting. The list will be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary will also keep current and retain custody of the minute book of the Association, which will contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors (the "**Minute Book**").

Section 5.4 Proxies and Absentee Ballot

At all meetings of Members where a vote is taken, each Member may vote in person or by proxy appointed by instrument in writing and subscribed by the Member or by the duly authorized attorney of such Member. The Association is not required to provide a Member with more than one voting method. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting or by any earlier date or time specified in the notice of meeting. Every proxy will be revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in the property; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the case of a Member's execution of more than one proxy, the proxy with the latest date will be valid. Proxies not delivered prior to the start of any meeting or by any earlier date or time if specified in the notice of meeting, will not be valid.

Members may vote by any one or more of the following methods as may be established by the Board: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) other process approved by the Board. Facsimile proxies will be valid. Electronic voting and/or voting by secret ballot will be valid pursuant to rules and regulations promulgated by the Board.

The Board is vested with the authority to determine, in its sole discretion, if Members may vote on any issue to be voted upon by the Members under these Bylaws by absentee ballot that is delivered or mailed to the Association or transmitted to the Association by facsimile or by electronic communication over the Internet or the Association network. At any election where there are an equal number of nominees as there are positions to be filled, the Board may determine that election by ballot or vote is not required and may declare that the nominees are elected by unanimous consent or acclamation. Notwithstanding anything contained in these Bylaws to the contrary, a proxy may only be issued by a Member to another Member.

ARTICLE VI. MEETINGS OF THE ASSOCIATION

Section 6.1 Place of Annual and Special Meetings

All annual and special meetings of the Association will be held at the principal office of the Association or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the notices of the meetings.

Section 6.2 Date of Annual Meetings

Annual meetings of the Association will be held each year on a date as will be fixed by the Board of Directors by written notice to the Members. The Members may transact any business which may properly come before the meeting.

Section 6.3 Notice of Annual Meetings

The Secretary will mail or deliver notices of annual meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid, and/or via facsimile, email, or other electronic means. This notice must be mailed or delivered not less than ten (10) or more than sixty (60) days before the date of the meeting and must state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda. If the purpose of the meeting is to adopt an amendment or other change to the Declaration, Articles of Incorporation, or Bylaws, that information must be given to each Owner not less than ten (10) or more than twenty (20) days before the date of the meeting, including the specific nature of any proposed amendment or change to the Declaration, the Articles of Incorporation or these Bylaws.

Section 6.4 Special Meeting

A special meeting of the Association may be called by the President, a majority of the directors on the Board, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, which petition has been signed by Members in Good Standing having not less than fifty percent (50%) of the total votes of the Association.

Section 6.5 Notice of Special Meetings

The Secretary must mail or deliver notices of special meetings to each Member directed to the most recent post office address provided to the Association by such Member, as shown on the records of the Association, by regular mail, postage prepaid, and/or via facsimile, email, or other electronic means. The notice must state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business will be transacted at any special meeting except as stated in the notice thereof unless consented to at such meeting by Members holding at least two-thirds (2/3) of the aggregate votes of those Members present.

Section 6.6 Waiver of Notice

Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6.7 Member Quorum

At any duly convened meeting of the Association, a quorum will be present if Members owning, in the aggregate, at least twenty percent (20%) of the votes entitled to be cast are present in person or by proxy at the beginning of the meeting.

Section 6.8 Conduct of Meetings

The President, or his/her designee, will preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 6.9 Action Without Meeting by Written Ballot

Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if done in compliance with relevant provisions of the Texas Business Organizations Code. If an action is taken without a meeting, the Board of Directors must distribute a written ballot to every Member entitled to vote on the matter. The ballot must set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot will be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the votes that would be required to approve the proposal at a regular or special meeting authorizing the action.

Section 6.10 Administration of Affairs

Subject to the provisions of the Texas Condominium Act, applicable provision of the Texas Uniform Condominium Act, the Texas Business Organizations Code, the Declaration, the Rules and Regulations, and these Bylaws, the Association will be governed by the Board of Directors.

Section 6.11 Adjournment of Meetings

If a meeting of Members cannot be held because a quorum is not present, either the Board or a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than sixty (60) days from the time the original meeting was called. In that event, no additional notice need be given to the Members other than an announcement at the adjourned meeting of the time and place of the reconvened meeting. If a time and place for reconvening the meeting is not fixed at the adjourned meeting or if, for any reason, a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for the reconvened meeting must be given to Members in the manner provided herein for a first called meeting. If a quorum is present, any action that may have been taken at the meeting originally called may be taken.

ARTICLE VII. BOARD OF DIRECTORS

Section 7.1 Authority; Number of Directors

(a) Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors, each of whom will have one (1) vote. All directors must be Members. In the case of a Board member that is a corporation or partnership, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or partnership will be eligible to serve as a director. Not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time.

(b) Election of Directors.

(i) Directors will be Owners, and will be elected by a majority of the votes cast by the Members.

(ii) Election of directors may be by any mail ballot, by vote of a majority of the votes cast by the Members in person or by proxy at a properly called meeting at which a quorum is present, or by any combination of the same.

Notwithstanding anything contained herein to the contrary, in an election of directors in which election there are more candidates than vacant positions and where two (2) or more candidates receive the same number of votes resulting in a tie, the winner of the election will be chosen by lot (i.e., the names of the candidates who are running for a director position and have received the same number of votes will be written on separate pieces of paper by the presiding officer of the meeting, the pieces of paper will be folded by the presiding officer and placed in a container provided by the then-serving Board of Directors; the presiding officer will ask for a volunteer Member from the audience of Owners to pick any one piece of paper from the container and the person whose name is picked will be declared the winner of such election).

(c) Number of Directors. The number of directors may be increased by majority vote of the Board members, but the number of directors in the Association must be not less than three (3) or more than five (5).

(d) Term of Office of Directors. The term of office of each elected director will be for three years. Each director shall serve until a successor is elected or appointed in accordance with these Bylaws. Terms shall be staggered so that one or more of the director's terms expires every year.

(e) Nomination of Directors. The Board of Directors may, but is not obligated to, establish a nominating committee consisting of a chairperson, who must be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee will consist of a Chairman, who will be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee will be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed,

and such appointment will be announced at each such annual meeting. The Nominating Committee may make as many nominations for election to the Board as it receives.

Section 7.2 Term of Directors and Compensation

Except as otherwise set forth herein, each director elected by the Members will serve for a term of two (2) years, with the understanding that a director may be reelected for additional two-year terms. Each director will continue to hold office until his successor is appointed and qualified. The terms shall be staggered with the two directors serving two-year terms staggered so that their terms end in alternating years, and one director elected to a term of three (3) years.

The directors will serve without compensation for such service. However, directors may be reimbursed for out-of-pocket expenses incurred on Association business.

Section 7.3 Vacancies on Board of Directors

Any vacancy created on the Board may be filled by the remaining directors.

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or not in compliance with the recorded restrictions for more than thirty (30) days, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor.

Section 7.4 Removal of Directors

Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. A director whose removal is proposed must be given at least ten (10) days written notice of the call of the meeting and the purpose of the meeting; the director whose removal is proposed must be given the opportunity to be heard at the meeting. Notwithstanding the foregoing, any director may be removed by a vote of a majority of the remaining directors as the result of the director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "**Just cause**" means any event that, in the reasonable, good faith judgment of the Board, prevents a director from attending a meeting and includes, without limitation, death or serious injury to a member of the director's family or other person with whom the director has a long-term relationship, a mental or physical ailment or impairment that prevents the director from attending a meeting, and any mandatory business engagement related to the director's livelihood and/or employment. Upon removal of a director, a successor must then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Section 7.5 Organizational Meeting of the Board of Directors

No later than thirty (30) days following each annual meeting of the Members of the Association, the Board of Directors will hold a regular meeting for the purposes of organization,

election of officers and transaction of other business. Notice of this meeting will be given to all directors in accordance with these Bylaws.

Section 7.6 Place of Meetings

All meetings of the Board of Directors will be held at the principal office of the Association or at any other place or places designated at any time by resolution of a majority of the Board of Directors or by written consent of a majority of the directors. A special meeting of the Board of Directors may be held by any method of communication, including electronic and telephonic, by which each director may hear and be heard by every other director, and any such meeting may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular member before the member has an opportunity to attend a meeting of the Board of Directors to present the member's position on the issue.

Section 7.7 Regular Board of Directors Meetings

Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors must be given to each director personally, by telephone, facsimile, e-mail or by mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least three (3) but not more than twenty (20) days before the date of the meeting. This notice must state the date, time, place and purpose of the meeting.

Section 7.8 Special Board of Directors Meetings

Special meetings of the Board of Directors may be called by the President on his own accord or by the President or the Secretary upon the written request of any two (2) directors, on three (3) days' prior notice to each director. Special meetings of the Board of Directors may be held by conference telephone.

Section 7.9 Waiver of Notice

Before any meeting of the Board of Directors, whether regular or special, any director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to giving the required notice. All written waivers will be filed in the minute book of the Association or made a part of the minutes of the meeting. Attendance by a director at any meeting of the Board of Directors will likewise constitute a waiver by him of the required notice. If all directors are present at any meeting of the Board of Directors, no notice of the meeting will be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.10 Directors Quorum

At all duly convened meetings of the Board of Directors, directors present (in person) at the meeting of at least fifty-one percent (51%) of the votes on the Board are present at the beginning of the meeting will constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The acts of a majority of the directors present at the meeting at which a quorum is present will be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice to any director.

Section 7.11 Consent in Writing

Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular member, may be taken without a meeting if all of the directors unanimously consent in writing to the action. Such written consent must be filed in the Minute Book. Any action taken by such written consent will have the same force and effect as a unanimous vote of the directors.

Section 7.12 Records

The Board of Directors will cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Members at each annual meeting of the Association or at any special meeting where a general report is requested in writing by twenty percent (20%) of the Members entitled to vote.

Section 7.13 Powers

Subject to the Texas Condominium Act and applicable provisions of the Texas Uniform Condominium Act, the Board of Directors will have and exercise all powers necessary for the proper administration of the affairs of the Association. In the performance as the governing body of the Association, the Board will have all applicable powers enumerated in the Act, and in addition to those powers set forth in the Act the Board of Directors will have the powers including, but not limited to, the following:

The Board may delegate to one (1) or more of its directors the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board.

In addition to the authority created in these Bylaws, Texas law or by any resolution of the Board that may hereafter be adopted, the Board will have the power to establish policies relating to, and for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Elements and all property, real or personal, of the Association;
- (b) determine the assessments and any other charges comprising the operating expenses of the Association, establish the amount of monthly assessments, as the same may increase or decrease, and assess the same against the Owners in accordance with the provisions of the Declaration;
- (c) levy and collect, in addition to the assessments, special assessments whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies subject to the requirements contained in the Declaration;
- (d) use and expend any sums collected from assessments, and special assessments for the operation, maintenance, renewal, care, repair and upkeep of the Common Elements;
- (e) maintain the Common Elements;
- (f) maintain a reserve fund out of the assessments for Common Elements adequate for the periodic maintenance, repair and replacement of the Common Elements;
- (g) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Owner;
- (h) collect delinquent assessments against any Owner's Unit and the Owner thereof, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the Rules and Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate;
- (i) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting principles;
- (j) prepare and adopt a budget for each fiscal year which will contain estimates of the costs and expenses of the Association and the proposed assessments;
- (k) cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary;
- (l) maintain accounting records in accordance with generally accepted accounting principles;

(m) provide, upon request, information to Members, mortgagees and prospective purchasers of Units concerning, by way of example and not in limitation, the status of the Association, the status of payment of assessments and related charges on a Unit and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information; and

(n) make and enforce compliance with the Rules and Regulations relative to the operation, use and occupancy of the Common Elements. A copy of the Rules and Regulations and copies of any amendments thereto will be delivered or mailed to each Owner and any tenant or occupant of an Owner's Unit promptly upon the adoption thereof.

(o) employ and dismiss personnel of the Association, and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Elements;

(p) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association, and fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws. The Board of Directors will be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board of Directors reasonably believes to merit confidence;

(q) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with which the Association may enter into any insurance trust agreement or any successor to this trustee (each of which will be referred to herein as the "**Insurance Trustee**"), to be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage maintained by the Association. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association will have the exclusive power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof as provided in the Declaration, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;

(r) establish depositories for the funds of the Association with the bank or banks as may be designated from time to time by the Board of Directors and in which monies of the Association will be deposited. Withdrawal of monies will be only by check signed by those

persons who are authorized by the Board of Directors to sign checks on behalf of the Association;

(s) invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent;

(t) borrow and repay monies and, subject to any restrictions under a first mortgage, give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors. The Board, on behalf of the Association, may pledge the assessments and assign the Association's lien rights as collateral for any loan obtained by the Board on behalf of the Association;

(u) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;

(v) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Elements and to amend the map of the Condominium Regime to show such interests;

(w) exercise all rights, remedies, powers, duties, responsibilities and obligations under the Declaration;

(x) charge a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Unit;

(y) adopt policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities;

(z) compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Association;

(aa) commence or defend any litigation in the Association's name with respect to the Association or any Association property; and

(bb) do all things incidental and necessary to the accomplishment of the foregoing and the purpose of the Association.

Section 7.14 Annual Budget and Assessments

Copies of the proposed budget setting forth the proposed assessments, proposed reserves and proposed special assessments for the next fiscal year of the Association must be prepared by the Board of Directors and distributed to all Members at least thirty (30) days prior to the beginning of each fiscal year of the Association and must be available to all Members for

inspection during regular business hours at the Association's office. If the proposed budget is subsequently amended before the assessments or charges are made, a copy of the amended budget must also be distributed and made available for inspection. Assessments will include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Common Elements, and any and all other expenses related to the operation thereof, including, but not limited to, the cost of common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves and the costs associated with the administration of the Association. Reserves will include a reserve for reasonable amounts to be credited, allocated or accumulated for replacement of those Common Elements or capital improvements that require replacement, renovation or rehabilitation periodically.

Section 7.15 Management Certificate

The Association will record in the Travis County real property records a Management Certificate, signed and acknowledged by an officer of the Association stating all matters required by the Texas Uniform Condominium Act and may contain any other information as desired by the Association.

Section 7.16 Open Meeting and Executive Session

Meetings of the Association and the Board of Directors will be open to all Members. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between directors, the Board of Directors will have the authority, after an initial warning, to cause that Member to be removed from the meeting. 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 requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Subject to applicable law, the Board of Directors will have the right to adjourn a meeting and reconvene in private, closed executive session to consider any actions involving personnel, pending litigation, contract negotiations, enforcement actions, or the invasion of privacy of individual Owners, or upon the request of an affected party, or to consider matters that are confidential in the opinion of the Board of Directors.

A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, 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.

An open meeting may be held by electronic or telephonic means provided that (i) each director may hear and be heard by every other director, (ii) all Members in attendance at the meeting may hear all directors (except if adjourned to executive session), and (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a director to participate.

Section 7.17 Conduct of Meetings

A chairperson will preside over all meetings of the Board of Directors and the Secretary will record in the Minute Book all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

ARTICLE VIII. OFFICERS

Section 8.1 Officers

The officers of the Association must be Owners and will be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it may deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices, other than the offices of president and secretary, may be held by the same person.

Section 8.2 Election, Term of Office and Vacancies

The officers of the Association will be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 8.3 Removal

Any officer may be removed, with or without cause, by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 8.4 Powers and Duties

The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President will be the chief executive officer of the Association. The Treasurer will have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 8.5 Resignation

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

Section 8.6 Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association must be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board of Directors.

Section 8.7 Compensation

The officers of the Association must serve without compensation except that they will be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

**ARTICLE IX. INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER
AUTHORIZED REPRESENTATIVES**

The Association must indemnify every director, officer, and committee member of the Association against, and reimburse and advance to every director, officer, and committee member for, all liabilities, costs and expenses incurred in connection with such directorship, office, or committee membership and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment. The Association must also obtain directors and officers insurance coverage for the directors, officers, and committee members in amounts approved by a majority vote of the Board of Directors.

ARTICLE X. ASSOCIATION BOOKS AND RECORDS

Section 10.1 Records

The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act, including the following:

- i. Minutes or a similar record of the proceedings of meetings of the Association.
- ii. Minutes or similar record of the proceedings of meetings of the Board.
- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.

- v. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting practices.
- vi. Copies of income tax returns prepared for the Internal Revenue Service.
- vii. Copies of Documents and all amendments.
- viii. A record of all votes or written consents by which amendments to the Documents were approved, for at least four (4) years after the approval.

Section 2. Inspection of Books and Records. Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

Section 8.7 Compensation

Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

2.1. Proper Purpose. The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights: (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper; (iii) if granting the request, to identify which books and records are relevant to the Member's stated purpose for inspection.

2.2. Copies. A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

2.3. Member's Agent. A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant or attorney.

2.4. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

Section 3. Resale Certificates. Any officer may prepare or cause to be prepared, certify and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

ARTICLE XI. COMMITTEES

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Such committees will perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and will operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE XII. INSURANCE

Section 12.1 Types of Insurance

The Association must obtain and maintain, as a common expense, insurance coverage required pursuant to Section 82.111 of the Act, the Declaration, and such additional coverage as the Association deems appropriate.

Section 12.2 Named Insured

The name of the insured under the foregoing described policies must be set forth substantially as follows:

“Dry Creek West Owners Association, Inc. for the use and benefit of the individual owners (which owners may be designated by name if required by law).”

Notwithstanding the foregoing, the policies may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with which the Association has entered into an insurance trust agreement for the use and benefit of the Owners. Loss payable provisions must be in favor of the Association (or such Insurance Trustee) as a trustee for each Owner and each such Owner’s Mortgagee. Each Owner and such Owner’s Mortgagee, if any, must be additional insureds and beneficiaries of such policies in the percentage set forth as to such Owner’s Unit on Exhibit “C” of the Declaration.

Section 12.3 Waiver of Subrogation

In accordance with Section 82.111 of the Texas Property Code, the Association hereby waives its right to subrogation under the policy against a unit owner and members of the respective unit owner’s household.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 Fiscal Year

The fiscal year of the Association will be the calendar year unless the Board of Directors determines otherwise.

Section 13.2 Amendments to Bylaws

These Bylaws may be amended only by the affirmative vote or written consent, or any

combination thereof, of a majority of the Board of Directors. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Section 13.3 Inspection of Bylaws

The Association must keep in its principal office the original or a copy of these Bylaws or otherwise altered to date, certified by the Secretary, which must be open to inspection by the Members during normal business hours.

Section 13.4 Construction

Number and gender as used in these Bylaws will extend to and include both singular and plural and all genders as the context and construction require. These Bylaws will be liberally construed to give effect to their purposes and intent.

Section 13.5 Business Judgment Rule

Any act or thing done by any director, officer, or committee member taken in furtherance of the purposes of the corporation, and accomplished in conformity with the procedures set forth in the Declaration, Articles of Incorporation, the laws of the State of Texas, and/or these Bylaws, will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done will 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 will not substitute its judgment for that of the director, officer or committee member. A court may 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 the best interest of the corporation.

Section 13.6 Conflict

If an Owner is involved in litigation with the Association as to a conflict of interpretation of the Declaration, the Articles of Incorporation, Rules and Regulations promulgated by the Association, or these Bylaws, and/or the amount of delinquent charges imposed by the Association, that Owner may not participate in any Association meeting or activity.

CERTIFICATION

I, the undersigned, being the President of the Association, do hereby certify that:

at a meeting of the Board of Directors of the Association duly called and held on the day of April 9, 2025, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the foregoing Amended and Restated Bylaws of Dry Creek West Owners Association, Inc. was duly approved by a majority of the members of the Board in attendance.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below to be effective upon recording in the Official Public Records of Real Property of Travis County, Texas.

**DRY CREEK WEST OWNERS
ASSOCIATION, INC.,**
a Texas non-profit corporation

By: Emily Weigand

Printed: Emily Weigand

Its: President

STATE OF TEXAS

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COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 13th day of April, 2025, by Emily Weigand, the President of Dry Creek West Owners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

David Zurovec
Notary Public - State of Texas

