

**BYLAWS OF  
TCF PHASE II PROPERTY OWNERS ASSOCIATION, INC.  
WILLIAMSON COUNTY, TEXAS**

**ARTICLE I  
NAME**

1.1 **NAME:** The name of the organization shall be TCF Phase II Property Owners Association, Inc., hereinafter called the "Association".

**ARTICLE II  
PURPOSE AND OWNERS OBLIGATION**

2.1 **PURPOSE:** The purpose for which this non-profit Association is formed is to govern, operate and maintain the Common Properties (as defined in Paragraph 3.4 hereof) situated in Twin Creek Farms Phase II, a subdivision in Williamson County, Texas, according to the maps or plats thereof (collectively "The Plat") recorded in the Plat Records, Williamson County, Texas.

2.2 **OWNERS OBLIGATION:** Upon becoming a Member of the Association, all present or future owners, tenants or future tenants of any or all of the lots (the "Lots") in the Twin Creek Farms Phase II subdivision (the Lots being sometimes hereinafter referred to as the "Property"), or any other person who might use the facilities of the Common Properties in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Lots or the mere act of occupancy of any of the Lots coupled with membership in the Association will signify that these Bylaws are accepted, ratified and will be strictly followed.

**ARTICLE III  
DEFINITIONS AND TERMS**

3.1 **MEMBERSHIP:** Any person or entity, upon becoming an Owner, shall automatically become a Member of this Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for Membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the property. Such membership shall terminate without any formal Association action whenever such person ceases to own any interest in a Lot. Any such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Property during the period of such ownership and membership in this Association, or impair any rights others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and covenants and obligations incident thereto. No certificate of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card (herein so called) per Lot. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Lot designated therein is terminated.

3.2 QUORUM: Any action referred to in this Section may be taken with the assent given in writing and signed by Members who hold more than fifty percent (50%) of the outstanding votes of the membership.

3.3 PROXIES: Votes may be cast in person or by proxy of the Secretary's designee. Proxies must be filed with the Secretary before the appointed time of each meeting.

3.4 COMMON PROPERTIES: As used in these Bylaws the term "Common Properties" shall mean and refer to all areas of land within the Property which are known, described or designated as common access easements, common areas, recreational easements or open spaces on any recorded subdivision plat of the Property or in the Declaration or intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon.

3.5 DECLARATION: As used in these Bylaws, the term "Declaration" shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions for Twin Creek Farms Phase II executed on the 22<sup>nd</sup> day of January, 2012, recorded under Document No. 2012018577 of the Official Public Records of Williamson County, Texas, and as may be amended from time to time.

#### **ARTICLE IV** **ADMINISTRATION**

4.1 ASSOCIATION RESPONSIBILITIES: The Owners of the Lots will constitute the Association, which will have the responsibility of administering the Common Properties through a Board of Directors in accordance with the Declaration.

4.2 PLACE OF MEETINGS: All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meetings.

4.3 ANNUAL MEETINGS: The first annual meeting shall be held the first Wednesday of May, 2013 and additional annual meetings shall be held within the month of May each year thereafter.

4.4 SPECIAL MEETINGS: It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolutions of the Board of Directors or within 30 days of receipt of a petition signed by at least five (5) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

4.5 NOTICE OF MEETINGS: The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to the last known post office address of the

Member, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than sixty (60) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at the Member's residence in his absence. If requested, any mortgage of record or its designee may be entitled to receive similar notice.

4.6 ADJOURNED MEETING: If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting until a quorum is attained.

4.7 ORDER OF BUSINESS: The order of business at all meetings of the Owners of Lots shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors, if applicable.
- g. Unfinished business.
- h. New business.

## **ARTICLE V** **BOARD OF DIRECTORS**

5.1 NUMBER AND QUALIFICATIONS: The initial number of directors of this Association shall be 5, elected at the organizational meeting. Each of these directors will be appointed by "Organizer" and shall serve until the first annual association meeting to be held the first Wednesday of May, 2013. At the first annual meeting of the Association the Directors shall be elected.

At the first meeting of the members of the Association, and in subsequent years, the Directors shall be elected by secret ballot at the annual meeting. At such election the members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the declaration. Upon election each Director will serve a term of 2 years unless otherwise removed in accordance with these bylaws or state law, except that the Directors elected at the first annual meeting shall decide among themselves which two of the five Directors will serve only a one year term (so as to create an alternating future re-election schedule such that approximately one half of all seats is up for election every other year).

The Association may expand the Board to any odd number up to nine (9) at any time by a vote at a regularly called meeting.

Within 30 days of appointment, the initial directors shall appoint among themselves and serve in the positions of President, Vice-President, Secretary and Treasurer until their successors are elected.

5.2 POWERS AND DUTIES: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Properties, specifically including, without limitation, the powers and duties of the Declarant set forth in the Declaration once assigned by the Declarant. Subject to the provisions of the preceding sentence, the Board of Directors may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES: The Board of Directors shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration.

(b) To establish, make and enforce compliance with rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Properties. (A copy of such rules shall be delivered or mailed to each Member promptly upon the adoption thereof.)

(c) To keep in good order, condition and repair the Common Properties and all items of personal property used in the enjoyment of the Common Properties.

(d) To insure and keep insured the Common Properties in an amount equal to maximum replacement value of the improvement thereon, if any. Further to obtain and maintain comprehensive liability insurance covering the Common Properties in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) for property damages, plus an One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Lots and their First Mortgagees.

(e) To fix, determine, levy and collect the assessments to be paid under the Declarations; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, subject to provisions of the Declaration. All quarterly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and by these Bylaws.

(g) To protect and defend the Common Properties from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligation of all of the Owners in the same proportion as their interest in the Property, as provided in the Declarations.

(i) To enter into contracts within the scope of their duties and power.

(j) To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Lot. The Association shall cause to be prepared and delivered annually to each Owner a statement showing all receipts, expenses or disbursements since the last such statement. Such financial statements shall be available to any First Mortgagee of a Lot, on request, within ninety (90) days following the fiscal year end of the Association. Any Member may require that the Association cause to be prepared and delivered, at such Member's expense, an audited financial statement of the Association. In addition, each Member shall have the right to inspect the books and records of the Association during normal business hours.

(l) To designate and employ the personnel necessary for the maintenance and operation of the Property.

(m) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of the use and enjoyment of the Common Properties.

(n) Those duties contained in the Certificate of Formation and the Declaration as assigned by the Declarant.

5.4 VACANCIES: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.5 REMOVAL OF DIRECTORS: At any regular or special meeting of the Association duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given opportunity to be heard at the meeting. Any Director who is absent from three (3) consecutive Board meetings during one fiscal year, is automatically removed.

5.6 ORGANIZATION MEETING: The first (1st) meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to

the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. At such meeting, the Directors shall appoint among themselves and serve in the positions of President, Vice-President, Secretary and Treasurer until their successors are elected

5.7 REGULAR MEETINGS: 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 every other month to total no less than six (6) meetings in each fiscal year.

5.8 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as herein above provided) and purpose of the meeting.

5.9 TELEPHONIC MEETINGS: The Board may participate in and hold a meeting by means of conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.10 WAIVER OF NOTICE: Before or at 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 time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTORS QUORUM: At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall 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 meeting may be adjourned by those present, without notice other than announcement at the meeting, until a quorum is present.

5.12 RESIGNATION OF DIRECTOR: Upon the affirmative vote of the Board, a Director may be requested to tender his resignation. In the event the Director refuses to resign, a majority of the Board of Directors may call a special meeting of the members of the Association to vote for or against his removal.

5.13 RESTRICTION OF ELECTION: No two Directors shall be of the same family and residence.

## ARTICLE VI OFFICERS

6.1 PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. He shall co-sign all promissory notes and instruments of conveyance with the Secretary and co-sign all checks with the Treasurer. The President, or his designated alternate, shall represent the Association at all meetings of the Association.

6.2 VICE-PRESIDENT: In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

6.3 TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such money as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors. The Treasurer shall also have the authority to: co-sign all checks; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the Membership at the Association's annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

6.4 SECRETARY:

(a) The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct and shall co-sign all promissory notes and instruments of conveyance; and he shall, in general, perform all duties incident to the office of the Secretary.

(b) The Secretary shall keep an up-to-date and complete list of Members and their last known addresses. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same.

**ARTICLE VII**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

7.1 **INDEMNIFICATION:** The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonable incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses (as defined in Paragraph 8.1 hereof); provided, however, nothing contained in this Article VII shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him as a Member or Owner of a Lot covered thereby.

**ARTICLE VIII**  
**OBLIGATIONS OF THE OWNERS**

8.1 **ASSESSMENTS:** All Owners shall be obligated to pay the assessments imposed by the Association in accordance with the Declaration (the "Common Expenses"). A Member shall be deemed to be in good standing and entitled to vote any annual or special meeting of Members, within the meaning of these Bylaws only if he is current in the assessments made or levied against him and the Lot owned by him.

8.2 **USE OF THE COMMON PROPERTIES:** Each Owner may use the Common Properties in accordance with the purposes for which they were intended.

8.3 **GENERAL:** Each Owner shall comply strictly with the provisions of the Declaration.

**ARTICLE IX**  
**AMENDMENTS TO BYLAWS**

9.1 **AMENDMENTS:** These Bylaws may be amended and/or changed in part upon the express written consent of not less than fifty-one percent (51%) of the outstanding votes of the Members of the Association; or by a resolution passed by the majority of the board evidencing the consent of not less than fifty-one percent (51%) of the Owners and authorizing the President of the Association to execute such amendments. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Williamson County, Texas.



**ARTICLE X**  
**MORTGAGES**

10.1 **NOTICE TO ASSOCIATION:** An Owner who mortgages his Lot shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

10.2 **NOTICE OF UNPAID ASSESSMENTS:** The Association shall, at the request of a Mortgagee of a Lot report any unpaid assessments due from the Owner of such Lot.

**ARTICLE XI**  
**NON-PROFIT ASSOCIATION**

11.1 **NON-PROFIT PURPOSE:** This Association is not organized for profit. No Lot Owner, Member of the Board of Directors 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 a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purpose of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, subject to prior approval by the Board of Directors.

**ARTICLE XII**  
**PRINCIPAL OFFICE**

12.1 **ADDRESS:** The principal office of the Association shall be located at 9471 Steep Hollow Road, Bryan, Brazos County, Texas 77808, with a mailing address to be established using P.O. Box \_\_\_\_\_, Walburg, Texas, 78673.


**ARTICLE XIII**  
**EXECUTION OF INSTRUMENTS**

13.1 **AUTHORIZED AGENTS:** The persons who shall be authorized to execute any all instruments of conveyance or encumbrance, including promissory notes, shall be the President with the co-signature of the Secretary of the Association.

**ARTICLE XIV**  
**CORPORATE SEAL**

14.1 CORPORATE SEAL: A Corporate Seal will be held by the Association and be in the care of the Director currently carrying out the duties of Secretary.

Dated: JUNE 11, 2012.

  
BRANDON SOSSAMON, Secretary