

**SECRETARY'S CERTIFICATE**

STATE OF TEXAS

§

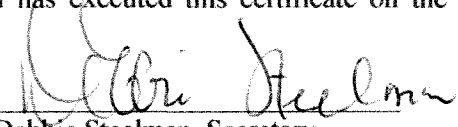
KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF TARRANT AND JOHNSON §

The undersigned hereby certifies that she is the duly elected, qualified and acting Secretary of the Rose Creek Homeowners' Association, Inc., a Texas non-profit corporation (the "**Association**"), and that:

Attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Bylaws of Rose Creek Homeowners' Association, Inc., duly adopted by the initial Board of Directors of the Association on February 11<sup>th</sup>, 2011.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 11 day of February, 2011.


  
Debbie Steelman, Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on Feb 11, 2011, by Debbie Steelman, Secretary of the Rose Creek Homeowners' Association, Inc., on behalf of said non-profit corporation.



  
Notary Public Signature

**Upon Recording Return To:**

Joshua D. Bernstein, Esq.  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

**EXHIBIT "A"**

**BYLAWS**

ROSE CREEK HOMEOWNERS' ASSOCIATION, INC.

CONSENT OF DIRECTORS IN LIEU OF  
ORGANIZATIONAL MEETING

The undersigned, being all of the members of the Board of Directors of the Rose Creek Homeowners' Association, Inc., a Texas non-profit corporation (hereinafter referred to as the "Association"), do hereby consent, pursuant to Article 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

BYLAWS

RESOLVED, that the form of bylaws attached hereto as Exhibit "A", are approved and adopted as the Bylaws of the Association, and the Secretary of the Association is instructed to insert the original thereof in the minute book of the Association.

11 IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the day of February, 2011.

  
\_\_\_\_\_  
Angelia Garrett, Director

  
\_\_\_\_\_  
Mark Zaskoda, Director

  
\_\_\_\_\_  
Jessica Spaulding, Director

  
\_\_\_\_\_  
Debbie Steelman, Director

EXHIBIT "A"

[ATTACH BYLAWS]

***BYLAWS OF ROSE CREEK HOMEOWNERS' ASSOCIATION, INC.***

(a Texas non-profit corporation)

**BYLAWS  
OF  
ROSE CREEK HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**INTRODUCTION**

The name of the corporation is Rose Creek Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located in Tarrant County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

**ARTICLE II**

**DEFINITIONS**

**Section 2.1. Articles.** "Articles" shall mean the Articles of Incorporation of Rose Creek Homeowners' Association, Inc., filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

**Section 2.2. Assessment.** "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

**Section 2.3. Association.** "Association" shall mean and refer to Rose Creek Homeowners' Association, Inc.

**Section 2.4. Association Property.** "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

**Section 2.5 Association Restrictions.** "Association Restrictions" shall mean the Declaration as the same may be amended from time to time, together with the Articles, Bylaws, Design Guidelines, and Association Rules from time to time in effect.

**Section 2.6 Association Rules.** "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

**Section 2.7. Board.** "Board" shall mean the Board of Directors of the Association.

**Section 2.8. Bylaws.** "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

**Section 2.9. Declaration.** "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Rose Creek Estates, recorded as Instrument Number D204145448, Official Public

Records of Tarrant County, Texas and in Volume 3348, Page 598, Official Public Records of Johnson County, Texas, as the same may be amended from time to time.

**Section 2.10. Manager.** "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

**Section 2.11. Member.** "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

**Section 2.12. Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

**Section 2.13. Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

**Section 2.14. Owner.** "Owner" or "Owners" shall mean the person(s), entity or entities, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

**Section 2.15. Other Definitions.** All other terms used but not defined in these Bylaws shall have the meanings ascribed to such terms in the Declaration.

### ARTICLE III

#### MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

**Section 3.01. Membership.** Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

**Section 3.02. Place of Meetings.** Meetings of the Association shall be held where designated by the Board, either within the Property or as convenient as possible and practical.

**Section 3.03. Annual Meetings.** The Board shall set regular annual meetings so as to occur on a date and time determined by the Board.

**Section 3.04. Special Meetings.** Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

**Section 3.05. Notice of Meetings.** Written, printed or electronic notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally, by mail, or by electronic transmission (i.e., email), to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

**Section 3.06. Waiver of Notice.** Waiver of notice of a meeting of the Members shall 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 shall be deemed a 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 by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

**Section 3.07. Adjournment of Meetings.** If any Association meeting cannot be held because a quorum is not present, a majority of the Members, as the case may be, who are present at such meeting may adjourn the meeting to a time not less than 5 or more than 60 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment.

**Section 3.08. Voting.** The voting rights of the Members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein by reference.

**Section 3.09. Proxies.** On any matter as to which a Member is entitled personally to cast the vote for his Lot, such vote may be cast in person or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the call to order at the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than 90 days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

**Section 3.10. Majority.** As used in these Bylaws, the term "majority" shall mean more than 50% of the total eligible votes in the Association.

**Section 3.11. Quorum.** Except as provided in these Bylaws or in the Declaration, the presence of the Members representing 25% of the total votes in the Association shall constitute a quorum at all Association meetings.

**Section 3.12. Conduct of Meetings.** The President, Vice President, Secretary/Treasurer or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall 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.

## ARTICLE IV

### BOARD OF DIRECTORS

**Section 4.1. Authority; Number of Directors.**



(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. Each Director shall serve for a term of two (2) years. Upon expiration of the term of a Director, his or her successor will be elected for a term of two (2) years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(b) Each Director shall be a Member and resident.

**Section 4.2. Compensation.** The Directors shall serve without compensation for such service. As determined by the Board, Directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

**Section 4.3. Nominations to Board of Directors.** Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

**Section 4.4. Removal of Directors by Members.** An elected Director may be removed, with cause, by the Members representing at least two-thirds (2/3) of the votes entitled to be cast and present in person or by proxy at any meeting of the Association.

**Section 4.5. Vacancies on Board of Directors.** If the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

**Section 4.6. 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 or 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, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

## ARTICLE V

### MEETINGS OF DIRECTORS

**Section 5.1. Regular Meetings.** Regular meetings of the Board may be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 5.2. Special Meetings.** Special meetings of the Board may be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**Section 5.3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 5.4. Telephone Meetings.** Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes 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.

**Section 5.5. Action without a Meeting.** Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD

**Section 6.1. Powers.** The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) enter into any contract or agreement with a municipal agency or utility company to provide utility service to all or any portion of the Property;

(e) enter into any contract or agreement providing for management of the Association, maintenance of the Common Areas, and such other matters affecting operation of the Association as the Board may deem appropriate;

(f) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(g) employ such employees as they deem necessary, and to prescribe their duties;

(h) as more fully provided in the Declaration, to:

(1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and

(2) foreclose the lien against any property for which Assessments are not paid after due date, or to bring an action at law against the Owner personally obligated to pay the same, in accordance with such policies regarding collection and foreclosure of Assessments which the Board may adopt from time to time in accordance with the terms of the Declaration;

(i) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(j) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(k) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(l) exercise such other and further powers or duties as provided in the Declaration or by law.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**Section 7.1. Enumeration of Offices.** The officers of the Association shall be a President, a Secretary and a Treasurer, , who shall at all times be members of the Board, and such other officers as the Board may from time to time create by resolution.

**Section 7.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 7.3. Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

**Section 7.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 7.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

**Section 7.8. Duties.** The duties of the officers are as follows:

(a) **President.** The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President.** The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **Assistant Secretaries.** Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

## **ARTICLE VIII**

### **OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

**Section 8.1.** The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

## **ARTICLE IX**

### **BOOKS AND RECORDS**

**Section 9.1.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association Restrictions shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE X**

### **ASSESSMENTS**

**Section 10.1.** As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

## **ARTICLE XI**

### **CORPORATE SEAL**

**Section 11.1.** The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

## **ARTICLE XII**

### **AMENDMENTS**

**Section 12.1.** These Bylaws may be amended by a majority vote of the Board of Directors.

**Section 12.2.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### ARTICLE XIII

#### INDEMNIFICATION OF DIRECTORS AND OFFICERS

**Section 13.1.** The Association shall indemnify every Director and Officer of the Association and Committee Members against, and reimburse and advance to every Director, Officer and Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the of the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

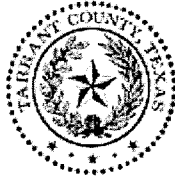
### ARTICLE XIV

#### MISCELLANEOUS

**Section 14.1.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

JOSHUA D BERNSTEIN ESQ  
ARMBRUST & BROWN  
100 CONGRESS AVE STE 1300  
AUSTIN, TX 78701

Submitter: ROSE CREEK HOMEOWNERS  
ASSN.

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

Filed For Registration: 2/11/2011 9:37 AM

Instrument #: D211034122

OPR 15 PGS \$68.00

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

*Mary Louise Garcia*

D211034122

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.

Prepared by: VDBOUNDS