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**BYLAWS OF  
CREEKWOOD RANCHES PROPERTY OWNERS ASSOCIATION, INC.  
A TEXAS NONPROFIT CORPORATION**

**ARTICLE I  
PURPOSE AND OFFICES**

**1.01 Purpose.** Creekwood Ranches Property Owners Association, Inc. ("CRPOA"), a Texas Nonprofit Corporation, has been formed for the purpose of owning, operating and maintaining the property of the CRPOA, exclusively for the social and recreational enjoyment of its members, and maintaining and enforcing compliance with the deed restrictions, restrictive covenants and rights of property owners in Creekwood Ranches, Units 1, 2, 3 and 4, Comal County, Texas.

**1.02. Principal Office.** Initially, the principal office of the Association in the State of Texas shall be located at the residence of the Secretary of the Corporation within Creekwood Ranches. The Association may have such other offices, within the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

**1.03. Registered Office and Registered Agent.** The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Act. The registered office may be, but need not be; identical with the principal office of the Association in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**2.01.** "Assessments" shall refer to the assessments provided for in the Declaration and rights thereto duly conveyed to CRPOA, including those annual and special assessments approved by the Board of Directors of the Association and twenty-five percent (25%) of the members of CRPOA as provided herein below.

**2.02.** "Association" shall refer to the Creekwood Ranches Property Owners Association, Inc., and its successors and assigns.

**2.03.** "Common Area" shall refer to all real property and improvements owned by CRPOA for the common use and enjoyment of the members, more particularly described in Exhibit "A" attached hereto and incorporated herein, and any additional property conveyed to the Association subsequent to these Bylaws.

**2.04.** "Declaration" shall refer to the declaration of restrictions, reservations, assessments, easements and/or covenants applicable to the properties recorded in the Office of the Comal County Clerk.

**2.05.** "Lot" shall refer to any plot of land, with a block number and lot number, shown upon the recorded subdivision plat of Creekwood Ranches Subdivision, Units 1, 2, 3 and 4, Comal County, Texas.

**2.06.** "Owner" shall refer to the record or equitable owner, whether one or more persons or entities, of the title to any lot within the Creekwood Ranches Subdivision, but excluding those having such interest merely as security for the performance of any obligation.

### **ARTICLE III MEMBERS**

**3.01. Membership.** Every person or entity who is the Owner of a fee or of the equitable title, by contract for deed or otherwise, in a lot of the Creekwood Ranches Subdivision, Units 1, 2, 3 or 4, Comal County, Texas, shall be a member of CRPOA, subject to the conditions herein. Whenever a member shall cease to own a Lot in Creekwood Ranches Subdivision, such member shall automatically be dropped from the membership roll of CRPOA.

**3.02. Voting Rights.** Members shall be entitled to one vote. In cases where one Owner owns more than one lot, said Owner will be entitled to one vote, provided; however, in the event said Owner should sell one or more of said lots to a part who did not theretofore own property, then the new owner shall thereafter be entitled to one vote. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such Lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

**3.03. Suspension of Membership Rights.** The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay, when due, any assessment or charge lawfully imposed upon him or any property owned by him (her), or if the Member, his (her) family, his (her) tenants, or guests of any thereof, shall have violated any rule or regulation of the Board regarding the use of any property or conduct with respect thereto, provided such violation is deemed by the Board to be a serious violation requiring disciplinary action.

**3.04. Transfer of Membership.** A membership may not be sold or transferred; except however, when a member sells his (her) lot, the purchaser will become a member without payment of any initial fees.

**3.05. Assessments.** Each member is obligated to pay to CRPOA an Annual Assessment and any Special Assessments which are secured by a continuing lien upon the property against which the assessment is made. In cases where one Owner owns more than one lot there will be only one assessment in the amount stipulated herein, provided; however, that in the event said Owner should sell one or more of his (her) tracts to a party who theretofore did not own a lot within Creekwood Ranches, then said lot shall thereafter be subject to the assessment and lien herein provided for. Any assessments which are not paid when due shall be

delinquent; if the assessment is not paid within 30 days after due date, CRPOA may file a lien against the member personally obligated to pay the assessment, and costs of preparing and fi be added to the amount of such assessment. No member may waive or otherwise relieve himself from liability for the assessments for which he or she is obligated by nonuse of the Common Area or by renunciation of Membership in CRPOA.

(a) The Annual Assessment is \$100.00 and is payable within 30 days of receipt thereof.

(b) Special Assessments will be established and collected as herein provided.

The amount of the Annual Assessments are subject to change by the action of the Board of Directors up to 10% in excess of the stipulated amount per annum, provided; however, any increase of the Annual Assessment in excess of 10% per annum shall require approval by twenty-five percent (25%) of the members of CRPOA.

**3.06. Purpose of Annual Assessments.** The purpose of the Annual Assessment is to

- (a) maintain the books and records of CRPOA;
- (b) pay for the preparation of its tax returns;
- (c) to operate, maintain, repair, and improve, on a nonprofit basis, the Common Area owned by CRPOA, exclusively for the benefit of its members;
- (d) to pay for public liability insurance; and
- (e) to pay for property taxes attributable said Common Area.

In the event the need for maintenance or repair is caused through the willful or negligent act of a member, his (her) tenant or guests, or invitees, and not covered nor paid for fully by insurance, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such member is subject.

**3.07. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, CRPOA may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of twenty-five percent (25%) of the votes of the members present, in person or by proxy, at a meeting duly called for this purpose.

**3.08. Insurance.** CRPOA shall obtain broad form public liability insurance covering the Common Area, and a single limit amount of not less than \$1,000,000 covering claims for bodily injury or death, and \$250,000 covering all claims for property damage arising out of any one occurrence. Premium for public liability

insurance shall be part of the common expense payable out of assessments.

CRPOA may secure such other forms of insurance coverage as its Board of Directors may from time to time direct, to be paid as a common expense.

CRPOA shall not be liable or responsible for destruction or the loss of or damage to the property of member or the guest of any member, or visitor or other person.

**3.09. Member's Rights.** Every member shall have the right of easement and enjoyment in and to the Common Area. All such rights and easements are subject, nevertheless, to the following rights of the Board of Directors of CRPOA;

(a) to adopt and publish reasonable rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests and to establish penalties for the infraction thereof;

(b) to suspend the voting rights and right to use and enjoy any facilities by a member for any period during which any dues or assessments remain unpaid or during which a violation of these Bylaws exist, and for a period not to exceed 60 days for any infraction of rules or regulations adopted and promulgated by CRPOA; and

(c) to grant easements or rights of way to a public utility corporation or public agency.

#### **ARTICLE IV MEETINGS; VOTING**

**4.01. Annual Meeting.** The Annual Meeting of the members of CRPOA shall be held during the month of October at a place and time, in Texas as directed in the notice for the meeting, or if none is specified, then at the principal office of CRPOA, for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting may be held at the same hour on the next succeeding business day.

**4.02. Notice of Annual Meeting.** Notice of the time, place and purpose of the annual meeting shall be served either personally, by electronic means (email), or by mail and by posting on the Association web site not less than 10 nor more than 30 days before the meeting upon each person who appears upon the books of CRPOA as a member. If mailed or emailed, such notice shall be directed to the member at his mail or electronic address as it appears on the books of CRPOA unless he (she) shall have filed with the Secretary of CRPOA a written request that notice intended for him (her) be mailed to some other address, in which case it shall be mailed to the physical or electronic address designated in such request.

**4.03. Special Meetings.** Special meetings of the members may be called at any time by the President or by a majority of the Directors

and must be called by the President on receipt of the written request of twenty-five percent (25%) of the members of CRPOA.

**4.04. Notice of Special Meetings.** Notice of the special meetings stating the time, place and purpose or purposes thereof shall be served by US mail or electronic mail upon each member not less than 10 nor more than 30 days before such meeting.

**4.05. Place of Meeting.** All meetings shall be held in Comal County, Texas, and at the place directed in the notice for the meeting.

**4.06. Quorum and Votes Required.** At any meeting of members of CRPOA the presence of members holding twenty-five percent (25%) of the votes which may be cast at any meeting either in person or by proxy shall be necessary to constitute a quorum for all purposes except as otherwise provided by law, the vote of the majority of the votes cast by members present at any meeting at which there is a quorum shall be the act of the full membership except as may be otherwise specifically provided by statute or by these Bylaws.

**4.07. Voting.** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. CRPOA's Board of Directors may make such regulations as it deems advisable for any meeting of members, in regard to proof of membership in CRPOA, evidence of right to vote, and such other matters concerning the conduct of the meeting and the voting as it shall deem fit.

## **ARTICLE V BOARD OF DIRECTORS**

**5.01. General Powers.** The affairs of the Association shall be managed by its Board of Directors. Directors need not be residents of Texas, but shall be members of the Association. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(c) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

It shall be the duty of the Board of Directors to:

(a) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(b) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment, if applicable, against each member at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(c) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) Procure and maintain liability and hazard insurance with reasonably acceptable limits on property owned by the Association;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) Cause the Common Area to be maintained; and

(g) Cause the exterior of the dwellings to be maintained.

**5.02. Number, Tenure, and Qualifications.** Directors shall be elected by the members at each annual meeting. The number of Directors shall not be less than three (3). The initial number of directors shall be seven (7). At the first annual meeting, the members shall elect one (1) director from the property owners in each of Creekwood Ranches, Units 1, 2, 3 and 4 for a term of one (1) year and three (3) directors at large for a term of two (2) years. At each annual meeting thereafter the members shall elect directors for the respective positions for which the previous term has expired for a term of two (2) years. Each director shall hold office until the next annual meeting following the expiration of his term and until his (her) successor shall have been elected and qualified. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members of CRPOA. Election to the Board of Directors may be by written ballot or by a show of hands. The method of voting shall be determined by a majority of the members present at such meeting. At such election, the members or their written proxies may cast, in respect to each vacancy, one vote and cumulative voting is not permitted. The persons receiving the largest number of

votes shall be elected. Actual vote count will be recorded in the minutes of the meeting.

**5.03. Regular Meetings.** A regular annual meeting of the Board of Directors shall be held without notice other than this Bylaw, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution, the time and place, within the State of Texas, for the holding of additional regular meetings of the Board without notice other than such resolution.

**5.04. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or a majority of Directors, after not less than seven (7) days notice to each director. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Texas, as the place for holding any special meetings of the Board called by them.

**5.05. Notice.** Notice of any special meeting of the Board of Directors shall be given at least seven (7) days previous thereto by written notice delivered personally or sent by mail, electronic means (email) to each Director at his (her) physical or electronic address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid, if by electronic email means, such notice shall be deemed to be delivered upon receipt of an electronic delivery receipt. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

**5.06. Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but, if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**5.07. Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

**5.08. Vacancies.** Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**5.09. Compensation.** Directors as such shall not receive any salaries for their services.

**5.10. Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

## **ARTICLE VI OFFICERS**

**6.01. Officers.** The officers of the Association shall be a President, one Vice President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article, provided, however, the President and Vice President shall also be members of the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall 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 may be held by the same person, except the offices of President and Secretary.

**6.02. Election and Term of Office.** The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors immediately following each annual meeting of the members. New offices may be created and filled at any meeting of the Board of Directors. The officers shall be elected annually by the Board and shall hold office for one (1) year unless he (she) shall sooner resign, be removed or otherwise be disqualified to serve.

**6.03. Resignation and Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Any officer may resign at any time 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 the acceptance of such resignation shall not be necessary to make effective.

**6.04. Vacancies.** A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**6.05. President.** The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors,



any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and in general he (she) shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**6.06. Vice President.** In the absence of the President or in the event of his (her) 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 (her) by the President or Board of Directors.

**6.07. Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 8 of these Bylaws; sign all checks and promissory notes of the Association, keep proper books of account; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and in general perform all the duties as from time to time may be assigned to him (her) by the President or by the Board of Directors.

**6.08. Secretary.** The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by each member; and, in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him (her) by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

**7.01. Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more Committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the

management of the Association. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Association; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another Association; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings there for; adopting a plan for the distribution of the assets of the Association; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him (her) by law.

**7.02. Term of Office.** Each member of a Committee shall continue as such until the next annual meeting of the Board of Directors of the Association and until his (her) successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**7.03. Chairman.** One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

**7.04. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**7.05. Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**7.06. Rules.** Each committee may adopt reasonable rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## **ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS**

**8.01. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

**8.02. Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

**8.03. Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

**8.04. Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE IX BOOKS AND RECORDS**

**9.01.** The Association shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Association membership, Board of Directors and committees having any of the authority of the Board of Directors. The books, records and papers shall at all times during reasonable business hours, be subject to inspection by any member.

## **ARTICLE X SEAL**

**10.01.** The Board of Directors may provide a corporate seal, which, if provided, shall be in the form of a circle and shall have inscribed thereon the words "Corporate Seal of Creekwood Ranches Property Owners Association, Inc.".

## **ARTICLE XI WAIVER OF NOTICE**

**11.01.** Whenever any notice is required to be given under the provisions of the Texas Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

**AMENDMENTS TO BYLAWS**

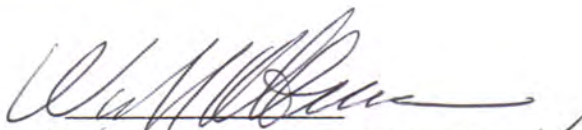
**12.01.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members who shall have the right to amend these Bylaws by majority vote of a quorum as above provided under paragraph 4.06, so long as written notice of the proposed amendment is given under paragraphs 4.02 or 4.04.

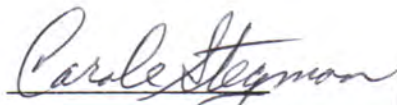
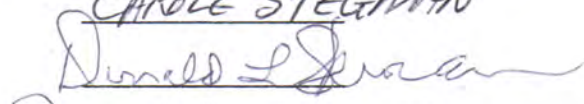
**12.02.** In the event of any conflict between the Articles of Incorporation and those Bylaws, the Articles shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control. Invalidation of any one of the preceding articles or subparagraphs by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE XIII  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of every year.

IN WITNESS WHEREOF, we, being all of the Directors of the Creekwood Property Owners Association, Inc., have hereunto set our hands this 02 day of November 2010.

  
WARREN N. OTTERSON

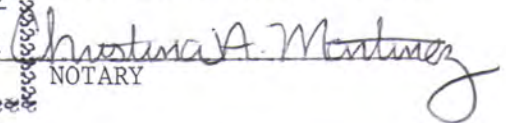
  
CAROLE STEGMAN  
  
DONALD L. STROVAN

STATE OF TEXAS  
COUNTY OF COMAL

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 2ND DAY OF NOVEMBER 2010 BY WARREN N. OTTERSON AND CAROLE STEGMAN.

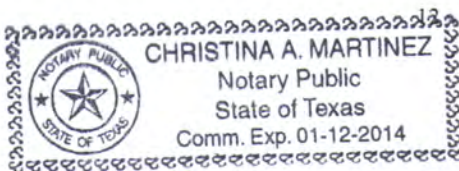


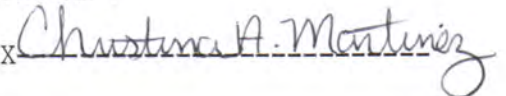
CHRISTINA A. MARTINEZ  
Notary Public  
State of Texas  
Comm. Exp. 01-12-2014

X   
NOTARY

STATE OF TEXAS  
COUNTY OF COMAL

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 3RD DAY OF NOVEMBER 2010 BY DONALD L STROVAN .



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**AMENDMENTS TO BYLAWS**

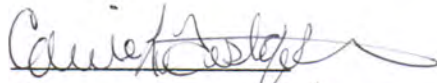
**12.01.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members who shall have the right to amend these Bylaws by majority vote of a quorum as above provided under paragraph 4.06, so long as written notice of the proposed amendment is given under paragraphs 4.02 or 4.04.

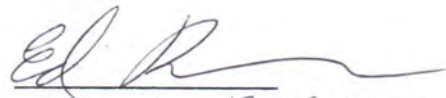
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FISCAL YEAR**

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IN WITNESS WHEREOF, we, being all of the Directors of the Creekwood Property Owners Association, Inc., have hereunto set our hands this 3<sup>rd</sup> day of November, 2010.

  
Carrie L. Gustafson

  
Edward Beissner

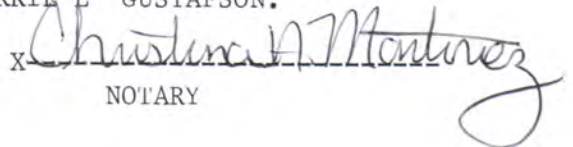
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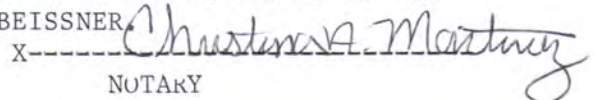
STATE OF TEXAS  
COUNTY OF COMAL

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 3RD DAY OF NOVEMBER 2010 BY CARRIE L GUSTAFSON.

CHRISTINA A. MARTINEZ  
Notary Public  
State of Texas  
Comm. Exp. 01-12-2014  
STATE OF TEXAS  
COUNTY OF COMAL

X   
NOTARY

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 5TH DAY OF NOVEMBER 2010 BY EDWARD P BEISSNER.  
CHRISTINA A. MARTINEZ  
Notary Public  
State of Texas  
Comm. Exp. 01-12-2014

X   
NOTARY

**AMENDMENTS TO BYLAWS**

**12.01.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members who shall have the right to amend these Bylaws by majority vote of a quorum as above provided under paragraph 4.06, so long as written notice of the proposed amendment is given under paragraphs 4.02 or 4.04.

**12.02.** In the event of any conflict between the Articles of Incorporation and those Bylaws, the Articles shall control; and in the event of any conflict between the Declaration and these Bylaws, the Declaration shall control. Invalidation of any one of the preceding articles or subparagraphs by judgment of any Court shall in no way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE XIII  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of every year.

IN WITNESS WHEREOF, we, being all of the Directors of the Creekwood Property Owners Association, Inc., have hereunto set our hands this 8 day of November, 2010.

*David L. Brown*  
David L. Brown

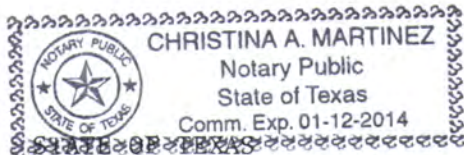
*Kimberly Brann*  
Kimberly Brann

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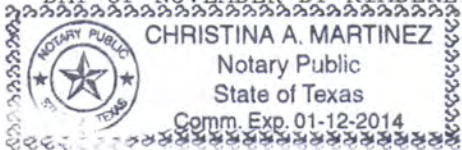
STATE OF TEXAS  
COUNTY OF COMAL

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 8TH DAY OF NOVEMBER BY DAVID L. BROWN.



COUNTY OF COMAL

THIS DOCUMENT WAS ACKNOWLEDGED TO AND BEFORE ME ON THE 8TH DAY OF NOVEMBER BY KIMBERLY BROWN.



X *Christina A. Martinez*  
NOTARY

X *Christina A. Martinez*  
NOTARY



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
11/15/2010 11:41:27 AM  
CASHTHREE  
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*Joy Streater*