

**BYLAWS**  
**OF**  
**SPRINGWOODS RESIDENTIAL OWNERS' ASSOCIATION**

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**BYLAWS  
OF  
SPRINGWOODS RESIDENTIAL OWNERS' ASSOCIATION**

**Article 1**

**Name, Principal Office, and Definitions**

**Article 1.1 Name.**

The name of the corporation is Springwoods Village Residential Owners' Association (the "**Association**").

**Article 1.2 Principal Office.**

The Association's principal office shall be located in \_\_\_\_\_, Texas. The Association may have such other offices as the Board may determine or as the Association's affairs require.

**Article 1.3 Definitions.**

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meaning ascribed to them in the Community Charter for Springwoods Village Residential Community recorded by Springwoods Realty Company, a Texas corporation, in the public records of Harris County, Texas, as it may be amended (the "**Charter**"). The term "**majority**," as used in these Bylaws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**Article 2**

**Membership: Meetings, Quorum, Voting, Proxies**

**Article 2.1 Membership.**

The Association shall have one class of membership as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference. Transfers of a membership shall be made on the books of the Association only upon the presentation of evidence, satisfactory to the Association's Secretary, of the transfer of ownership of the Unit to which the membership is appurtenant. Prior to presentation of such evidence, the Association may treat the previous Owner as the holder of the membership entitled to all rights in connection therewith, including the rights to vote and to receive notice.

For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members or in order to make a determination of such members for any other proper purpose, the Board may fix, in advance, a date as the record date for any such determination of

members. The record date shall be not more than 50 days prior to the meeting of the members or the event requiring a determination of the members.

**Article 2.2 Place of Meetings.**

The Association shall hold meetings at the Association's principal office or at such other suitable place the Board may designate.

**Article 2.3 Association Meetings.**

(a) *Annual Meetings.* The Board shall schedule regular annual meetings of the members to occur within 90 days before or after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine.

(b) *Special Meetings.* The President may call special meetings. In addition, the President or the Secretary shall call a special meeting if so directed by Board resolution, upon the request of the Declarant during the Development and Sale Period, or upon a written petition of Owners representing at least 20% of the total votes in the Association.

**Article 2.4 Notice of Meetings.**

The President, the Secretary, or the officers or other persons calling a meeting or the members shall deliver or cause to be given to all members of the Association, a written notice stating the place, day, and hour of the meeting. In the case of a special meeting or when otherwise required by Texas law, the Charter, or these Bylaws, the purpose or purposes for which the meeting is called shall also be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Such notice shall be delivered by such means as permitted under Section 10.5, at least 10 but not more than 50 days before the date of such meeting.

**Article 2.5 Waiver of Notice.**

Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any member may waive, in writing, notice of any Association meeting, either before or after such meeting. A member's attendance at a meeting shall be deemed a waiver by such member of notice of the time, date, and place thereof, unless the member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

**Article 2.6 Adjournment of Meetings.**

If any Association meeting cannot be held because a quorum is not present, the members representing a majority of the votes present at such meeting may adjourn the meeting to a time at

least 5 but not more than 30 days from the scheduled date of the original meeting. 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 those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the members of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough members to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

#### **Article 2.7 Voting.**

*Voting Rights.* Members shall have such voting rights as are set forth in the Charter, which provisions are specifically incorporated by this reference. Cumulative voting is not permitted.

#### **Article 2.8 Proxies.**

A member may vote in person or by proxy, subject to the limitations of Texas law and subject to any specific provision to the contrary in the Charter or these Bylaws.

Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the member or the member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

A proxy is effective only for the specific meeting for which it was originally given, as such meeting lawfully may be adjourned and reconvened, and automatically expires 90 days after the date of the meeting for which it was originally given. Every proxy is revocable at any time at the pleasure of the member who executes the proxy.

#### **Article 2.9 Quorum.**

Except as these Bylaws or the Charter otherwise provide, the presence of members representing 20% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of members representing a majority of the total eligible votes cast shall constitute the action of the members.

#### **Article 2.10 Conduct of Meetings.**

The President or a Board-approved designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are kept with the Association's books.

**Article 2.11 Action Without a Meeting.**

Any action required by the Charter, the Articles, or Texas law to be taken at a meeting of the members may be taken without a meeting, without prior notice, and without a vote if approved by members representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, as if all members entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by members holding the requisite votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all members for action authorized pursuant to this section to be valid. Members shall sign, date, and deliver such consents to the Association within 60 days after the Association's receipt of the earliest dated consent. The Association's Secretary, within ten days after receiving such consents, shall give written notice to all members entitled to vote who did not give their written consent, fairly describing or summarizing the material features of the authorized action including any other information required by Texas law. The Association's Secretary shall file, or cause to be filed, the written consents with the Association's minutes and the consents shall have the same force and effect as a vote of the members at a meeting.

**Article 3**

**Board of Directors: Selection, Meetings, Powers**

**A. Composition and Selection.**

**Article 3.1 Governing Body; Qualifications.**

The Board shall govern the Association's affairs. Each director shall have one vote. Except with respect to directors appointed by the Declarant, directors shall be Owners or residents. However, no Owner and resident representing the same Unit may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Unit within the Community.

If an Owner is not an individual, any officer, director, partner, manager, member, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Owner specifies otherwise. However, no Owner may have more than one such representative on the Board at a time except in the case of directors the Declarant appoints.

**Article 3.2 Number of Directors.**

The Board shall consist of three to seven directors, as provided in Section 3.3.

### **Article 3.3 Selection of Directors; Term of Office.**

(a) ***Initial Board.*** The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this section.

(b) ***Directors During Declarant Control Period.*** The Declarant may appoint, remove, and replace Board members until termination of the Declarant Control Period.

(c) ***Directors After the Declarant Control Period.***

(i) Not later than termination of the Declarant Control Period, the Board shall be increased to seven directors. The President shall call for an election by which the members shall be entitled to elect all seven directors. Four directors shall be elected to serve until the second annual meeting following their election and three directors shall be elected to serve until the third annual meeting following their election, as such directors determine among themselves. If the directors are unable agree as to which directors shall serve two-year terms and which directors shall serve three-year terms the names of the directors shall be drawn at random from a hat. The first four names being drawn shall identify the directors who shall serve two-year terms and the remaining directors shall serve three-year terms.

(ii) Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

### **Article 3.4 Nomination and Election Procedures.**

(a) ***Nomination of Candidates.*** At least 30 days prior to any election of directors by the members, the Board shall appoint a Nominating Committee consisting of a chairman, who shall be a Board member, and three or more Owners or representatives of Owners. The Nominating Committee shall serve a term of one year or until its successors are appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the members at such election. Nominations shall also be permitted from the floor at the meeting at which any election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

(b) ***Election Procedures.*** At each election, voting shall be by written ballot. In the event of a tie vote, the members shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie

before another vote is taken. If the second vote again results in a tie, then the candidates' names shall be drawn at random from a hat.

### **Article 3.5 Removal of Directors and Vacancies.**

Any Owner Director may be removed, with or without cause, by the vote of Members representing 67% of the votes entitled to be cast for the election of such director at any meeting of the Association at which a quorum is present. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director by the members, the members shall elect a successor for the remainder of the term of such director.

At any meeting of the Board at which a quorum is present, a majority of the directors may remove any Owner Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or resides in a Unit owned by an Owner who is so delinquent) in the payment of any assessment or other charge due the Association. The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the members shall elect a successor for the remainder of the term.

Any director whom the Board appoints shall be selected from among Owners or residents of Units within the Election District represented by the director who vacated the position.

This section shall not apply to directors the Declarant appoints. The Declarant may appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Declarant.

## **B. Meetings.**

### **Article 3.6 Organizational Meetings.**

The Board shall hold an organizational meeting within 10 days following each annual Association meeting at such time and place as the Board shall fix.

### **Article 3.7 Regular Meetings.**

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter.

### **Article 3.8 Special Meetings.**

The President, Vice President, or any two directors may call a special meeting of the Board.

### **Article 3.9 Notice; Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall notify each director of meetings by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. The Board shall deposit notices sent by first class mail into a United States mailbox at least five business days before the day of the meeting. The Board shall give notices by personal delivery, telephone, or electronic communication at least 72 hours before the time set for the meeting.

(b) The Board shall notify the members of each Board meeting by either: (i) posting notice of the meeting in a conspicuous place within the Community at least 48 hours in advance of the meeting; (ii) publication of a schedule of the Board meetings in a newspaper, newsletter, on a community intranet or website, or by similar means at least 7 days prior to the meeting; or (iii) mailing notice of the meeting to each member.

(c) Transactions at any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

### **Article 3.10 Telephonic Participation in Meetings.**

Members of the Board or any committee the Board designates may participate in a Board or committee meeting by conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

### **Article 3.11 Quorum of Board.**

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Texas law, these Bylaws, or the Charter specifically provide otherwise. Directors shall not vote by proxy nor shall a director's proxy be considered for the purpose of establishing a quorum. A meeting at which a quorum is

initially present may continue to transact business, notwithstanding the departure of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present the Board may transact, without further notice, any business it might have transacted at the original meeting.

### **Article 3.12 Conduct of Meetings.**

The President or any designee the Board approves by resolution shall preside over all Board meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions and all transactions occurring at such meetings are included in the Association's records.

### **Article 3.13 Open Meetings; Executive Session.**

(a) Subject to the provisions of subsection 3.13(b) and Section 3.14, all Board meetings shall be open to all members, but only directors may participate in any discussion or deliberation unless a director requests that attendees be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as proposed, pending, or threatened litigation, or other matters specified by law.

### **Article 3.14 Action Without a Formal Meeting.**

Any action to be taken or which may be taken at a Board meeting may be taken without a meeting if the directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

## **C. Powers and Duties.**

### **Article 3.15 Powers.**

The Board shall have the power to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those which the Governing Documents or Texas law require to be done and exercised exclusively by the members.

### **Article 3.16 Duties.**

The Board's duties shall include, without limitation:

- (a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Owner's share of the Common Expenses and any Service Area Expenses;
- (b) levying and collecting assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) opening bank accounts on the Association's behalf and designating the signatories required;
- (f) depositing all funds received on the Association's behalf in a bank depository which it shall approve and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;
- (g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned and limited in the manner provided in the Governing Documents;
- (i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) paying the cost of all services rendered to the Association;
- (k) keeping a detailed accounting of the Association's receipts and expenditures;
- (l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article 10; and

(m) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is permitted by Texas law, the Articles, or these Bylaws.

#### **Article 3.17 Conflicts of Interest.**

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director or within two years after the term expires. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the director relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Declarant may be employed by or otherwise transact business with the Declarant x its affiliate, and the Declarant may transact business with the Association or its contractors.

#### **Article 4**

##### **Transition from Declarant to Owner Control**

#### **Article 4.1 Transition Process.**

Transition is a process by which control of the Board shifts from the Declarant to the Owners, as described in Section 3.3, upon termination of the Declarant Control Period, when the members will elect the Board of Directors. At that time, the Owners, through their newly-elected Board, will take responsibility for fulfilling the Association's responsibilities and exercising the Association's authority under the Governing Documents.

#### **Article 4.2 Education and Communication.**

In anticipation of termination of the Declarant Control Period, the Declarant shall communicate with the Owners regarding the transition process, the anticipated timeline for transition, what to expect during and after the transition, and opportunities for Owner participation.

#### **Article 5**

##### **Officers**

#### **Article 5.1 Officers.**

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including additional Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board

prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

#### **Article 5.2 Election and Term of Office.**

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Association, to serve until their successors are elected.

#### **Article 5.3 Removal and Vacancies.**

The Board may remove any officer whenever in its judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

#### **Article 5.4 Powers and Duties.**

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Charter, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall keep the minutes of meetings, maintain the Association's corporate book, and prepare, execute, certify, and record amendments to the Charter.

#### **Article 5.5 Resignation.**

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 the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

### **Article 6**

#### **Committees**

#### **Article 6.1 General.**

In addition to the Transition Committee appointed pursuant to Article 4, the Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. In the conduct of its duties and responsibilities, each committee shall abide by the notice and quorum requirements applicable to the Board under Sections 3.9, 3.10, and 3.11. Except as otherwise provided by Board resolution or the Governing Documents, members of a committee may act by unanimous written consent in lieu of a meeting.

## **Article 6.2 Covenants Committee.**

In addition to any other committees that the Board may establish pursuant to Section 6.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners who shall not be officers, directors, or employees of the Association, or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article 9. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

## **Article 6.3 Service Area Committees.**

The Owners within any Service Area which has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, which it desires to have the Association provide to the Service Area, over and above those services which the Association provides to all Units in the Community. A Service Area Committee, if elected, shall consist of three Owners of Units in the Service Area; however, if approved by the vote of at least 51% of the Owners of Units within the Service Area, the number may be increased to five.

Elections of Service Area Committees may be held by written ballot sent to all Owners of Units within the Service Area, or at a meeting of the Owners of Units within the Service Area, as the Board determines. The Board or any Owner of a Unit in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected. Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an ex officio member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board. Meetings of a Service Area Committee shall be open to all Owners of Units in the Service Area and their representatives.

Any Service Area Committee member may be removed, with or without cause, by the vote of Owners representing 67% of the votes within the Service Area that is the subject of the committee's jurisdiction. Any committee member whose removal is sought shall be given notice prior to any meeting called for such purpose. Upon removal the Owners entitled to elect the removed committee member shall elect a successor for the remainder of the term of such committee member.

In the event of the death, disability, or resignation of a Service Area Committee member, the remaining members of the Service Area Committee may declare a vacancy and appoint a successor to fill the vacancy until the next election of the Service Area Committee.

A Service Area Committee may be disbanded at any time by a vote of 67% of the Owners entitled to elect such Service Area Committee. Such action shall not prevent the creation of a Service Area Committee in the future.

## **Article 7**

### **Standards of Conduct; Liability and Indemnification**

#### **Article 7.1 Standards for Directors and Officers.**

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under Texas law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer believes in good faith to be in the best interest of the corporation and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Texas law.

#### **Article 7.2 Liability.**

- (a) A director or officer shall not be personally liable to the Association, any member, or any other Person for any action taken or not taken as a director or officer if he or she has acted in accordance with Section 7.1.
- (b) Pursuant to the business judgment rule, a director also shall not be personally liable for any action taken or not taken as a director if the director:
  - (i) acts within the expressed or implied scope of the Governing Documents and his or her actions are not *ultra vires*;
  - (ii) affirmatively undertakes to make decisions which the director reasonably believes are necessary for the Association's continued and successful operation and, when decisions are made, makes them on an informed basis;
  - (iii) acts on a disinterested basis, promptly disclosing any real or potential conflict of interests (pecuniary or other), and avoiding participation in decisions and actions on matters as to which he has a conflict of interest (beyond that which all directors have by virtue of their ownership or occupancy of a Unit); and
  - (iv) acts in a non-fraudulent manner and without reckless indifference to the Association's affairs.
- (c) The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual

willful misfeasance, willful malfeasance, willful misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be members).

### **Article 7.3 Indemnification.**

To the fullest extent permitted by Texas law, the Association shall indemnify every officer, director, and committee member against any and all liability, damages and expenses arising from any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party by reason of being or having been an officer, director, or committee member. Such indemnification shall include, without limitation, counsel fees and expenses reasonably incurred in connection with any such action, suit, or other proceeding, and any obligation to pay a judgment, settlement, penalty or fine (including settlement of any suit or proceeding, if approved by the then Board). Notwithstanding the foregoing, the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

- (a) brought by or in the name of the Association, and the individual is adjudged liable to the Association; or
- (b) to the extent that the individual is adjudged liable for conduct that constitutes:
  - (i) appropriation, in violation of his or her duties, of any business opportunity of the Association; or
  - (ii) intentional misconduct or knowing violation of the law;
  - (iii) an unlawful distribution to members, directors or officers; or
  - (iv) receipt of an improper personal benefit.

This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance, if such insurance is reasonably available.

### **Article 7.4 Advancement of Expenses.**

In accordance with the procedures and subject to the conditions and limitations set forth in the Texas [Nonprofit Corporation Act], the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association.

## **Article 7.5 Board and Officer Training.**

The Board may conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. Such programs may include instruction on applicable Texas corporate and fiduciary law principles, other issues relating to administering community affairs, and upholding and enforcing the Governing Documents. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. Each newly elected officer and director shall be encouraged to complete a training seminar within the first six months of assuming such position. The seminar may be live, video or audiotape, or in other format. The nature and the cost of such seminar shall be subject to approval by the Board and, if approved, the cost shall be a Common Expense.

The Board also may provide, or provide for, Owner and resident education designed to foster a better understanding of the Community's governance and operations, and leadership training classes designed to educate Owners of the nomination, election, and voting processes and the duties and responsibilities of directors and officers.

## **Article 8**

### **Management and Accounting**

#### **Article 8.1 Compensation of Directors and Officers.**

The Association shall not compensate directors and officers for acting as such unless Owners representing a majority of the total votes in the Association approve such compensation at an Association meeting. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

#### **Article 8.2 Right of Declarant to Disapprove Actions.**

During the Development and Sale Period, the Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the Declarant's sole and absolute judgment, might tend to impair rights of the Declarant or Builders under the Charter or these Bylaws, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this section have been met.

(a) **Notice.** The Association shall give the Declarant written notice of all meetings of the membership, the Board, and committees and any actions which any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the Association. Such notice shall comply as to Board meetings with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) **Opportunity to be Heard.** At any such meeting, the Association shall give the Declarant the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Declarant, its representatives, or its agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Declarant, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following Declarant's receipt of written notice of the proposed action.

The Declarant may use this right to disapprove to block proposed actions but shall not use it to require any action of any committee, the Board, or the Association. The Declarant shall not use its right to disapprove to reduce the level of services the Association is obligated to provide in the absence of the proposed action or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

### **Article 8.3 Managing Agent.**

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Declarant or its affiliate as managing agent or manager.

In the event the Board delegates its duties to a management agent with regard to collection, deposit, transfer or disbursement of Association funds, such agent shall:

(a) maintain fidelity insurance coverage or a bond in an amount not less than \$50,000, or such higher amount as the Board may require;

- (b) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by such agent and all reserve accounts of the Association separate from operational accounts of the Association; and
- (c) prepare a financial statement and an accounting of the Association funds on an annual basis to be presented to the Association by the managing agent, a public accountant, or a certified public accountant.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager which might arise between Board meetings.

After termination of the Declarant Control Period, the Association shall not be bound, either directly or indirectly, by any management contract executed during the Declarant Control Period unless such contract contains a right of termination which may be exercised by the Association, with or without cause and without penalty, at any time after termination of the Declarant Control Period upon not more than 90 days' written notice.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest that it may have in any firm providing goods or services to the Association.

#### **Article 8.4Accounts and Reports.**

- (a) The Board shall follow the following accounting standards unless the Board by resolution specifically determines otherwise:
  - (i) accounting and controls should conform to generally accepted accounting principles; and
  - (ii) the Association's cash accounts shall not be commingled with any other accounts and operating accounts shall not be commingled with reserve accounts;
- (b) Commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association within 60 days after the end of each quarter:
  - (i) an income statement reflecting all income and expense activity for the preceding period;
  - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an “actual” versus “approved” budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution). A copy of the quarterly financial report shall be made available at no charge to any member requesting a copy.

(c) An annual report consisting of at least the following shall be made available for members’ review within 180 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines.

#### **Article 8.5 Borrowing and Lending.**

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Owner approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association’s budgeted gross expenses for that fiscal year.

Under no circumstances is the Association authorized to make loans to its members, directors or officers. Any director, officer or member who assents to, or participates in, the making of any such loan shall be liable to the Association for the amount of such loan until the repayment thereof.

#### **Article 8.6 Right to Contract.**

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, any Neighborhood Association, and other owners or residents associations within and outside the Community.

#### **Article 8.7 Agreements, Contracts, Deeds, Leases, Checks, Etc.**

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution. Following termination of the Declarant Control Period the Association shall have the right, but not the obligation, to terminate certain agreements entered into during

the Declarant Control Period without penalty, provided, the Association gives no less than 90 day's notice of its intent to terminate the agreement. Such agreements shall include:

- (a) any management agreement, employment contract, or lease of recreational or parking area facilities, to the extent provided by the Act;
- (b) any other contract or lease between the Association and the Declarant or an affiliate of the Declarant; or
- (c) any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing.

## **Article 9**

### **Enforcement Procedures**

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter, the Board shall comply with the following procedures prior to imposition of sanctions:

#### **Article 9.1 Notice and Response.**

The Board or its delegate shall serve the alleged violator with written notice (a) describing the nature of the alleged violation, (b) stating the proposed sanction to be imposed, (c) that the alleged violator shall have 14 days to present a written request for a hearing before the Covenants Committee appointed pursuant to Section 6.2 or, if no Covenants Committee has been appointed, the Board; and (d) including a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within 14 days of the notice.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any Person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who gave such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

## **Article 9.2Hearing.**

If a hearing is requested within the allotted 14-day period, the hearing shall be held before the Covenants Committee or, if no Covenants Committee has been appointed, before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The Board may adopt rules for the conduct of such hearings that may include, without limitation, rules that govern the presentation of evidence and witnesses and the ability of an alleged violator to question adverse witnesses. The minutes of the meetings of the Covenants Committee, or the Board if applicable, shall contain a written statement of the results of the hearing (i.e., the Committee's or the Board's decision) and the sanction, if any, to be imposed.

## **Article 9.3Appeal.**

Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 10 days after the hearing date. The Board shall have the discretion to adopt any policies or procedures it deems appropriate for considering and determining appeals. The decision of the Board with regard to an appeal shall be final and binding.

## **Article 10**

### **Miscellaneous**

#### **Article 10.1Fiscal Year.**

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

#### **Article 10.2Parliamentary Rules.**

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law or the Governing Documents.

#### **Article 10.3Conflicts.**

If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Charter, and these Bylaws, the provisions of Texas law, the Charter, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

#### **Article 10.4Books and Records.**

- (a) ***Turnover of Books and Records.*** Within 60 days after termination of the Declarant Control Period, the Declarant shall deliver to the Association all property, books and records of the Association.

(b) **Inspection by Members and Mortgagees.** The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Governing Documents, the membership register, books of account, the minutes of meetings of the members, the Board, and committees, and any other records as required by Texas law. The Board shall provide for such inspection to take place within 10 business days after receipt of a written request for access at the Association's office or at such other place within the Community as the Board shall designate.

(c) **Rules for Inspection.** The Board shall establish rules with respect to:

- (i) the frequency and manner of inspection;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing documents requested.

(d) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

#### **Article 10.5 Notices.**

(a) **Form of Notice and Method of Delivery.** Except as otherwise provided in the Charter or these Bylaws or by Texas law, all notices, demands, bills, statements, or other communications under the Charter or these Bylaws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with printed confirmation of transmission.

(b) **Delivery Address.** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a member, at the address, telephone facsimile number, or e-mail address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such member;

(ii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the members pursuant to this section; or

(iii) if to the Declarant, at the Declarant's principal address as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the Association pursuant to this section.

(c) **Effective Date.** Notice sent in accordance with subsections (a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### **Article 10.6Amendment.**

(a) **By Declarant and Board.** Prior to termination of the Declarant Control Period, the Declarant may unilaterally amend these Bylaws, subject to the approval requirements in Chapter 16 of the Charter, if applicable. Thereafter, the Declarant or the Board may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary (i) to correct typographical errors, incorrect cross-references, improper designation of sections and subsections, or mistakes in punctuation; (ii) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (iii) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iv) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Units. So long as there is a Declarant, the Declarant may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any member's right, subject to the approval requirements in Chapter 16 of the Charter, if applicable.

(b) **By Members Generally.** Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of members representing 67% of the total votes in the Association, and the consent of the Declarant during the Development and Sale Period. In addition, the approval requirements set forth in Chapter 16 of the Charter shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) ***Validity and Effective Date of Amendments.*** Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

**Article 10.7 Seal.**

The seal of the Association shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, the signature of the Association followed by the word “Seal” enclosed in parenthesis or scroll, shall be deemed the seal of the Association. The seal shall be in the custody of the Secretary or the Secretary’s delegate and affixed by her or him on such papers as may be directed by Texas law, these Bylaws or by the Board of Directors.

**Article 10.8 Minutes and Presumptions Thereunder.**

Minutes or any similar record of the meetings of the members or of the Board, when signed by the Secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Springwoods Village Residential Owners' Association, a Texas nonprofit corporation;

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by resolution of the Board of Directors thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_[SEAL]  
Secretary