

***The Ridge at Willow Creek
Section II
Homeowners Association, Inc.***

**P.O. Box 116
San Marcos, TX 78667-0116**

aka

“The Ridge II HOA, Inc.”

BYLAWS

Revised & Voted/Approved: January 8, 2014

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BYLAWS

THE RIDGE AT WILLOW CREEK SECTION II HOMEOWNERS ASSOCIATION, INC.

ARTICLE I ORGANIZATION

1.1 Name. The name of the corporation is *The Ridge at Willow Creek Section II Homeowners Association, Inc.* The corporation is also known as *The Ridge II HOA, Inc.* It is incorporated under the laws of the State of Texas as a nonprofit corporation. The corporation is the Association referenced in the Declaration of Covenants (as defined in Sections 2.4 and 2.6).

1.2 Location. The principal office of the corporation shall be located in San Marcos, Hays County, Texas, and meetings of members and Board of Directors may be held in Hays County, Texas in such places as may be designated by the Board from time to time.

1.3 Duration. The period of duration is perpetual.

1.4 Tax Exempt Status. Effective July 31, 2008, the Association became exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Additionally, the Association is exempt from Texas franchise tax as a 501(c)(4) organization effective July 31, 2008, and from Texas sales and use tax, including refunds effective February 3, 2010.

ARTICLE II DEFINITIONS

2.1 Articles of Incorporation shall mean the Certificate of Formation of a Domestic Nonprofit Corporation named *The Ridge at Willow Creek Section II Homeowners Association, Inc.* from the Office of the Texas Secretary of State (File Number: 801011389) effective July 31, 2008.

2.2 Association shall mean *The Ridge at Willow Creek Section II Homeowners Association, Inc.*, its successors and assigns.

2.3 HOA shall mean *The Ridge at Willow Creek Section II Homeowners Association, Inc.*, its successors and assigns.

2.4 The Ridge II HOA Area shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declarations.

2.5 Board of Directors shall mean all elected officers, section representatives, and chairs of standing committees. "Board" means the Board of Directors.

2.6 Common Areas shall mean the entrances that are maintained by the Association.

2.7 Lot Owner shall mean the record owner of each lot to which the Declaration of Covenants applies.

2.8 Ridge Lots shall mean:

2.8.1 Lots 267 – 286 located in The Ridge at Willow Creek II Section

2.8.2 Lots 321 – 351 located in Willow Creek Estates Section 9

- 2.8.3 Lots 352 – 354 located in Willow Creek Estates Section 9A
- 2.8.4 Lots 358 – 377 located in Willow Creek Estates Section 10B
- 2.8.5 Lots 413 – 425 located in Willow Creek Estates Section 11

2.9 Declaration of Covenants shall mean, collectively:

2.9.1 The Declaration of Covenants, Conditions, and Restrictions for The Ridge II at Willow Creek II recorded as Document Number 362567 (07-07-1994), the Declaration of Covenants recorded as Document Number 362568 (07-07-1994), and Amendments to the Declaration of Covenants recorded as Document Number 2013-13035638 at the Recorder of Deeds of Hays County, Texas (the County Recorder's Office).

2.9.2 The Declaration of Covenants, Conditions, and Restrictions for Willow Creek Estates, Section 9, and Lots 321 - 351 recorded as Document Number 397328 (04-01-1996) and Amendments to the Declaration of Covenants recorded as Document Number 2013-13035640 at the Recorder of Deeds of Hays County, Texas (the County Recorder's Office).

2.9.3 The Declaration of Covenants, Conditions, and Restrictions for Willow Creek Estates, Section 9-A, Lots 352 - 354 recorded as Document Number 598 (01-11-2000), the Declaration of Covenants Willow Creek Estates, Section 9A, Lots 352 – 354 recorded as Document Number 599 (01-11-2000), and Amendments to the Declaration of Covenants recorded as Document Number 2013-13035639 at the Recorder of Deeds of Hays County, Texas (the County Recorder's Office).

2.9.4 The Declaration of Covenants, Conditions, and Restrictions for Willow Creek Estates, Section 10-B, Lots 355 - 380 and Lots 408 - 410 recorded as Document Number 600 (01-11-2000), the Declaration of Covenants Willow Creek Estates, Section 10B, Lots 355 - 380 and Lots 408 - 410 recorded as Document Number 596 (01-11-2000), and Amendments to the Declaration of Covenants recorded as Document Number 2013-13035641 at the Recorder of Deeds of Hays County, Texas (the County Recorder's Office).

2.9.5 The Declaration of Covenants, Conditions, and Restrictions for Willow Creek Estates Sections 11 and 12 recorded as Document Number 4025229 (08-31-2004) and Amendments to the Declaration of Covenants recorded as Document Number 2013-13035642 at the Recorder of Deeds of Hays County, Texas (the County Recorder's Office).

2.9.6 Any amended and/or additional declarations as may be recorded from time to time with the Recorder's Office which relate to the subdivision commonly known as "*The Ridge at Willow Creek Section II Homeowners Association, Inc.*," or any other subdivision under the jurisdiction or coverage of the Association from time to time.

ARTICLE III **PURPOSE**

The following are the purposes for which this organization has been organized:

- To promote the safety and welfare of the property owners and residents of the Association.
- To maintain the aesthetic nature of the subdivision.
- To provide a forum for discussion of members' problems relating to residence in The Ridge II area.
- To provide a vehicle for public expressions of the views of the association's members.
- To encourage social exchanges among neighbors.
- To oversee compliance with the deed restrictions and covenants.
- To maintain the common areas (entrances to the subdivision).

ARTICLE IV **MEMBERSHIP**

The record owner of each lot to which this Declaration applies shall be a member of the Association. Record ownership of a lot shall be the sole qualification for being a member of the Association. Membership may not be separated from ownership of a lot.

ARTICLE V **VOTING RIGHTS**

5.1 Voting. The Association shall have a single class of voting membership which shall be the owners of lots within the subdivision. Members shall be entitled to one vote for each lot owned provided the assessments against such lot are current to within thirty (30) days of the assessment date. When more than one person owns a lot, all are members of the Association and the one vote for each lot shall be cast as the owners determine among themselves.

5.2 Proxies. At all meetings of members, each property owner may vote in person or by proxy. All proxies shall be in writing and signed by the property owner. Proxies must be filed with the Secretary of the HOA before the beginning of the meeting.

5.3 Voting By Mail. Elections may be conducted by mail in such manner as the Board shall determine.

ARTICLE VI **BOARD OF DIRECTORS**

6.1 Composition of Board of Directors. The business of this organization shall be managed by a Board composed of the following individuals:

- 6.1.1 President
- 6.1.2 Vice President
- 6.1.3 Secretary
- 6.1.4 Treasurer
- 6.1.5 President-Elect
- 6.1.6 Immediate Past President
- 6.1.7 Five (5) Section Representatives
- 6.1.8 Chairs of Standing Committees

6.2 Standard of Case. Each member of the board shall perform all duties as a member, including duties as a committee member, (i) in good faith; (ii) in a manner such member reasonably believes to be in the best interests of the Association, and (iii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

6.3 Length of Term of Office.

6.3.1 Officers. Each individual elected as an officer shall serve a term of two (2) years or until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

6.3.2 President-Elect. One year prior to the expiration of the President's term, a President-Elect shall be elected. He or she shall serve on the Board as President-Elect until he or she commences his or her term of office as President or until his or her earlier resignation or removal.

6.3.3 Immediate Past President. The Immediate Past President will remain on the board for one (1) year following the end of his or her term of office.

6.3.4 Section Representatives. Each individual elected as a Section Representative shall serve a term of three (3) years or until his or her successor is duly elected and has commenced his or her term of office or until his or her earlier resignation or removal.

6.3.5 Chairs of Standing Committees. The Chairs of the Standing Committees (Architectural Control and Landscaping) are elected annually. Each shall serve as a member of the Board until his or her successor is duly elected and has commenced his or her term of office or until his or her resignation or removal.

6.4 Qualification. All members of the Board must be and remain members in good standing of the Association. If the Board is presented with evidence from a governmental law enforcement agency that a Board member has been convicted of a felony or crimes of moral turpitude, the individual is automatically removed from the Board and ineligible to serve again. The Board may require a signed certification of good standing from a potential Board member before the individual is placed on the ballot.

6.5 Removal. Any member of the Board may be removed from the Board, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a Board member, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

6.6 Compensation. No member of the Board shall receive compensation for the service he or she may render to the Association as a Board member, except as provided in Section 6.6.2.

6.6.1 Reimbursement. Any Board member may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties. Receipts or justification should be provided with the request for reimbursement.

6.6.2 Reimbursement for Secretary and/or Treasurer. The Secretary and/or Treasurer may be reimbursed at a nominal monthly rate determined by the Board each year for use of personal computer, fax, printer, and other required office equipment and supplies necessary to maintain the official records of the Association in lieu of the Association purchasing and maintaining office equipment and supplies.

6.6.3 IRS Reporting. If required by IRS regulations, Form 1099 shall be prepared annually for reimbursement(s) made in Section 6.6.2.

6.7 Reliance. A Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such member has actual knowledge that reliance is unjustified.

6.7.1 Officers. One or more officers, employees or managers of this Association whom the Board member reasonably believes are reliable and competent in the matters presented.

6.7.2 Professionals. Legal counsel, public accountants, or other persons as to matters which the Board member reasonably believes are within such person's professional or expert competence.

6.7.3 Committees. An Association committee upon which such member does not serve, duly constituted pursuant to the Declarations, the Articles or these Bylaws, as to matters within designation authority, which committee the Board member reasonably merits confidence.

ARTICLE VII

NOMINATION AND ELECTION OF BOARD OF DIRECTORS

7.1 Nomination. Nomination for election to the Board may be made in writing to the Secretary of the Association in advance of the annual meeting or from the floor at the annual meeting of the members. The Board may also recommend candidates to fill vacant positions.

7.2 Election. Election to the Board shall be conducted at the annual meeting. At any such election, the members entitled to vote or their proxies may cast, in respect to each vacancy, as many votes as they are entitled

to exercise under the provisions of Articles IV and V hereof. The persons receiving the largest number of votes shall be elected. In the event there is no more than one candidate for each vacant position on the Board at the time of the election, those candidates may be elected by acclamation by the members present at the annual meeting.

7.3 Contested Elections. In the event of multiple candidates for a Board position, paper ballots must be used and ballots must be signed by the property owner.

7.4 Counting Ballots. The President will select two (2) tellers to count the ballots which will be placed in a sealed envelope and retained in accordance with regular Association documents. Candidates and/or family members of candidates cannot be selected to count the ballots and the tellers may not disclose how any individual voted in the election.

7.5 Recount of Votes. A recount of votes must be requested in writing not later than 15 days after the election. Recount must be performed on or before the 30th day after the date of receipt of a request in the manner prescribed in Section 209.0057 of the Texas Property Code.

ARTICLE VIII

BOARD MEMBERS AND THEIR DUTIES

8.1 Enumeration of Board Members.

- 8.1.1 President
- 8.1.2 Vice President
- 8.1.3 Secretary
- 8.1.4 Treasurer
- 8.1.5 President-Elect
- 8.1.6 Immediate Past President
- 8.1.7 Section Representatives
 - One (1) representative from The Ridge II Section
 - Two (2) representatives from Section 9
 - One (1) representative from either Section 9A or 10B
 - One (1) representative from Section 11
- 8.1.8 Chairs of Standing Committees
 - Architectural
 - Landscape

8.2 Special Appointments. The Board may appoint such other officers and agents as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties consistent with these Bylaws as the Board may, from time to time, determine.

8.3 Resignation and Removal. Any Board member may be removed from office by the Board, whenever, in the Board's judgment, the best interests of the Association will be served thereby. Any Board member may resign at any time by giving written notice to the Board through the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice by the Board or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.4 Vacancies. A vacancy in any office may be filled by the Board at any time. The Board member elected to such vacancy shall serve for the remainder of the term of the Board member he or she replaces.

8.5 Multiple Offices. Any two (2) or more offices may be held by the same person, except the office of President.

8.6 Duties. The duties of the Board members are as follows:

8.6.1 President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the affairs and Board members of the Association. He or she shall preside at all meetings of the membership and at all meetings of the Board. He or she shall be a non-voting ex officio member of all standing committees and shall have the general powers and duties of management usually vested in the office of President and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

8.6.2 Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board.

8.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, shall keep the corporate seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board or usually vested in the office of Secretary. The official records shall at all reasonable times be open to inspection by any Board member or resident.

8.6.4 Treasurer. The Treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate and shall perform such other duties and have such other powers as may be prescribed by the Board or usually vested in the office of Treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any Board member or resident.

8.6.5 President-Elect. The President-Elect will serve on the Board for one year prior to assuming the duties of President to become familiar with the workings of the HOA.

8.6.6 Immediate Past President. The Immediate Past President will remain on the board for one year after his or her term of office ends to provide guidance and history to the new President.

8.6.7 Section Representatives. Section Representatives insure that there is representation from all areas of the HOA. Section Representatives serve as the voice to the Board for residents residing in their section of *The Ridge II HOA*. Terms for the Section Representatives typically start and end at rotating years.

8.6.8 Chairs of Standing Committees.

8.6.8.1 Architectural Committee. This committee reviews and approves plans and specifications for the building of homes, additions to existing homes, fences, walls, or other structures in the HOA area and ensures that our building deed restrictions are enforced.

8.6.8.2 Landscape Committee. This committee oversees the landscaping at the entrances to the subdivision, including maintaining the infrastructure (fences, sprinkler systems and lighting) and working with the landscaper who maintains the grounds and flower beds.

ARTICLE IX

MEETINGS OF THE BOARD OF DIRECTORS

9.1 Regular Meetings. Regular meetings of the Board may not be held without notice and shall be held at such place and time as may be fixed from time to time by the Board.

9.2 Special Meetings. Special meetings of the Board shall be held at such place and time as may be specified by and when called by the President of the Association or by any two or more members of the Board.

9.3 Notice of Special Meetings. Written, printed or e-mail notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each Board member not less than three (3) days before the date of the special meeting.

9.4 Open Meetings. All regular and special meetings of the Board are open to all HOA property owners. Every effort will be made to notify residents as early as possible and property owners will be notified via email as early as the meeting is planned. Other means of notification, such as a posting on an HOA website, may also be utilized if the Board deems this is appropriate.

9.5 Quorum. Unless otherwise required by law, a majority of the total number of Board members shall constitute a quorum for the transaction of business. Except as otherwise required by law or as provided in Article XVI (Amendment) hereof, every act and/or decision done or made by a majority of the Board members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

9.6 Adjournment. If a quorum shall not be present at a Board meeting, the Board members present shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

9.7 Presence. Any Board member present at a Board meeting at which action on any matter is taken is presumed to have assented to such action unless such Board member (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Board member's presence at any meeting constitutes a waiver of notice of such meeting and any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Board member at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

9.8 Action Taken Without a Meeting. Any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if written consent thereto is signed by a quorum of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

9.9 Executive Session. The Board may adjourn and reconvene in executive session to consider certain actions that require confidentiality.

9.10 Informal Gatherings. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the HOA or the attendance by a quorum of the Board at a convention ceremonial event, or press conference, etc.

ARTICLE X

AUTHORITY OF THE BOARD OF DIRECTORS

The Board shall have the authority to:

10.1 Scope. 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 of Covenants.

10.2 Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

10.3 Supervision. Supervise all officers, agents, and contractors of the Association, and see that their duties are properly performed.

10.4 Dues and Assessments. As more fully provided in the Declaration of Covenants, provide for the levying of annual dues and assessments against each lot and to take all actions necessary or appropriate to

collect the same. Prior to the first day of December of each year, the Board shall fix the amount of the annual dues and any assessment for the upcoming year.

10.5 Architectural Control. Ensure members of the Architectural Committee are elected annually and appoint a replacement if a vacancy exists to oversee the architectural design of the neighborhood as prescribed in the Declaration of Covenants.

10.6 Covenant and Restriction Enforcement. Enforce the restrictions set force in the Declaration of Covenants, Conditions, and Restrictions.

10.7 Maintenance. Cause the common areas (entrances to the subdivision) to be maintained as the Board deems appropriate.

10.8 Committees. Appoint one or more committees as deemed appropriate. Any such committee shall be composed of any individuals the Board shall designate.

10.9 Special Officers. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time may determine.

10.10 Performance. Perform all acts and do all things required or permitted to be done by the Association by the Declaration of Covenants; and perform all acts and do all things permitted or required of a Board of Directors of a nonprofit corporation under the laws of the State of Texas.

10.11 Attendance Requirement. Any Board member missing three (3) consecutive meetings without justification will automatically be removed from the Board. A successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

10.12 Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

10.13 Fees for Services Provided. The Board has the authority to set reasonable fees for services provided, i.e., Resale Certificates, and providing requested copies of information contained in the HOA records and books.

10.14 Insurance. If deemed desirable to do so by the Board, procure and maintain liability insurance for Board members, all with such coverage and in such sums as may be deemed appropriate by the Board.

10.15 Bonding. Cause Board members having fiscal responsibility to be bonded, as the Board may deem appropriate.

10.16 Financial. With the assistance of the Association's Treasurer, the Board shall prepare an annual budget and financial statements. As and when necessary or appropriate or when requested by the membership, the Board from time to time may cause an audit of this Association's financial affairs to be made by an independent accountant.

ARTICLE XI

MEETINGS OF MEMBERS

11.1 Annual Meetings. The annual meeting of the members of the Association shall be held in January of each year, at such place and time as may be fixed by the Board. At the annual meeting, Board members shall be elected, reports of the affairs of the Association shall be considered, and any other business within the powers of the membership may be transacted.

11.2 Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board, or upon written request of members holding at least one-fourth (1/4) of the votes of the members.

11.3 Place and Notice of Meetings. All meetings of the members shall be held in Hays County, Texas, at such place as may be designated in the notice of the meeting. Written or electronic notice of each meeting of the members shall be given by, or at the direction of, the person(s) duly calling the meeting, by sending a copy of such notice, not less ten (10) days, nor more than sixty (60) days prior to such meeting to each member entitled to vote thereat, to the contact information last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting. Notice may be delivered to the members via mail, email, fax, personal delivery, or posting of the meeting notice on the HOA's website.

11.4 Quorum. The presence at a meeting, in person or by proxy, of members entitled to cast at least 10% of the total votes of the membership on the specific actions shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in these Bylaws, the Declaration or Covenants or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business entitled to be transacted by the members.

11.5 Proxies. At all meetings of members, each property owner may vote in person or by proxy. All proxies shall be in writing and signed by the property owner. Proxies must be filed with the Secretary of the HOA before the beginning of the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of eleven (11) months from the date of its issuance or upon conveyance by the member of his or her lot, whichever shall occur first.

ARTICLE XII

ANNUAL DUES AND SPECIAL ASSESSMENTS

12.1 Purpose. The annual dues levied by the Association shall be used to provide funds to enable the Association to exercise its authorities, maintain the improvements and render the services provided for in these Bylaws, the Declaration and the Articles of Incorporation.

12.2 Payment of Annual Dues. Annual dues are considered delinquent if not paid by the end of January. An alternative payment plan consisting of three payments without additional monetary penalties may be requested in writing by the property owner.

12.3 Provisions Governing Special Assessment for Capital Improvement and Annual Dues. Annual dues and Special Assessment for Capital Improvement shall be levied in the manner provided for in the Declaration of Covenants.

ARTICLE XIII

BOOKS AND RECORDS

13.1 Records Enumerated. The Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its members and the Board; and (iii) a membership record.

13.2 Formality. No particular formality is required for the minutes of the proceedings of the Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect its validity if all requirements for any action taken in fact were met.

13.3 Examination of HOA Records. The books and records of the Association shall, at all times during reasonable hours and upon reasonable notice, be subject to examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available during reasonable hours for examination by any member.

13.4 Copies of HOA Records. A property owner is entitled to obtain copies of information contained in the HOA books and records. A records copying policy will define the costs the HOA will charge for the compilation, production, and reproduction of information requested.

13.5 Records Retention. Records of the Association shall be maintained as follows:

13.5.1 Certificates of Formation, Bylaws, Restrictive Covenants and all amendments to such items shall be retained permanently.

13.5.2 All other records (account records, minutes of all regular and board meetings, tax returns, audits, contested election ballots, etc.) will be maintained for a minimum of seven (7) years.

ARTICLE XIV **CORPORATE SEAL**

The Association has a corporate seal in a circular form having inscribed thereon the name of the Association and the words "Nonprofit — Texas". The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise attached.

ARTICLE XV **GENERAL PROVISIONS**

15.1 Consistency. By adopting these Bylaws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration of Covenants.

15.2 Depositories and Checks. The moneys of the Association shall be deposited in such banks of financial institutions and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board from time to time.

15.3 Contracts. The Board may authorize any Board member of the Association 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.

15.4 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or device for the general purposes or for any special purpose stated in the Articles of Incorporation of the Association.

15.5 Certain Loans Prohibited. The Association shall not make any loan to any Board member.

15.6 Absence of Personal Liability. The Board and members of the Association shall not be individually or personally liable for the debts, liabilities or obligation of the Association.

15.7 Indemnification. The Association shall indemnify and advance expenses to each person who is or was a Board member of the Association or a member of a committee to the full extent permitted by the laws of the State of Texas from time to time.

ARTICLE XVI **AMENDMENT**

These Bylaws may from time to time be altered, amended, or repealed, or new Bylaws may be adopted in any of the following ways: (i) by a two-thirds (2/3) vote of the members of the Association entitled to vote who are

present at a meeting at which a quorum is present, or (ii) by a three-fourths (3/4) vote of the entire Board, and any change so made by the members may thereafter be further changed by three-fourths (3/4) vote of the entire Board.

ARTICLE XVII **CONFLICT**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between The Texas Property Code with any of the HOA Declarations and/or Bylaws, The Texas Property Code shall control.

ARTICLE XVIII **FISCAL YEAR**

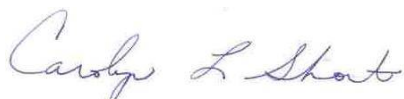
The fiscal year of the Association shall begin on the first day of January and end on the last date of December in each year.

ARTICLE XIX **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the statutes of Texas, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

* * * * *

The undersigned secretary of *The Ridge at Willow Creek Section II Homeowners Association, Inc.*, a Texas nonprofit corporation, hereby certifies that the foregoing Bylaws are the revised Bylaws of said corporation voted and approved by the Board of the Association on January 8, 2014.



Carolyn L. Short, Secretary

ATTACHMENT A

The Ridge at Willow Creek Section II Homeowners Association, Inc.

AKA ***The Ridge II HOA, Inc.***

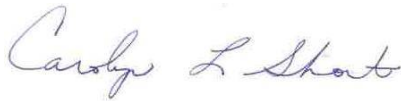
Alternate Payment Plan for HOA Assessments

A property owner may request an "Alternate Payment Plan" by which an owner may make partial payments to the HOA for delinquent or special assessments or any other amount owed to the association without accruing additional monetary penalties on current owed other than the fee for administering the plan. Request indicating the amount owned at the time must be filed in writing and signed by the owner(s) of the property.

Terms of "*The Ridge II HOA's Payment Plan*" include:

- Request must be filed in writing and signed by the owner(s) of the property and delivered to the Secretary of the HOA.
- A \$25 administrative fee will be charged for administering the plan.
- Total amount owned (including the administrative charge) shall be paid in equal installments over a three-month period.
- First installment payment must be made within one month of the date that HOA receives the request for the alternate payment plan with the remaining two payments becoming due monthly.
- The HOA will not enter into a payment plan with an owner who failed to honor the terms of a previous payment plan made with the HOA.
- The HOA will provide property owner a letter of acceptance of the request to use the alternate payment plan and a payment schedule.

Approved by the Board of *The Ridge II HOA, Inc.* on 05/30/2012.



Carolyn L. Short, Secretary
The Ridge II HOA, Inc.

ATTACHMENT B

The Ridge at Willow Creek Section II Homeowners Association, Inc.

AKA ***The Ridge II HOA, Inc.***

Examination and Copies of HOA Records

The books and records of the Association shall, at all times during reasonable hours and upon reasonable notice, be subject to examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available during reasonable hours for examination by any member.

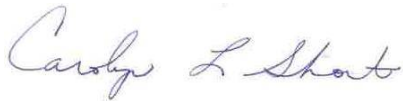
An owner is entitled to obtain from the association copies of information contained in the books and records relating to the property owners' association in accordance with Section 209.005 of the Texas Property Code.

Personally identifiable and financial information will be released in an aggregate or summary manner that will not identify an individual property owner. Individual owner records will only be released with written permission of the owner or by court order. However, directory information containing only name and address may be released since this information is considered public information and can be found on the appraisal district website.

If an examination is requested, the Association must respond within 10 business days with a written notice informing the owner the dates and times during normal business hours that the owner may inspect the requested books and records if these records are in the possession of the HOA. A mutually agreeable time for the examination shall be set up.

A reasonable charge will be determined prior to the compilation, production, and reproduction of the information requested. Payment may be required in advance depending on the volume of information requested.

Approved by the Board of *The Ridge II HOA, Inc.* on 05/30/2012.



Carolyn L. Short, Secretary
The Ridge II HOA, Inc.