

Denton County
Juli Luke
County Clerk

Instrument Number: 135990

ERecordings-RP

AMENDMENT

Recorded On: September 02, 2020 09:55 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$58.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 135990
Receipt Number: 20200902000235
Recorded Date/Time: September 02, 2020 09:55 AM
User: Denise W
Station: Station 18

Record and Return To:

Simplifile



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
A/K/A INDIAN CREEK RANCH**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

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WHEREAS, Section 202.006 of the Texas Property Code requires that “A property owners’ association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located.”; and

WHEREAS, INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH, a Texas nonprofit corporation (the “Association”) desires to comply with Section 202.006 by filing of record in the real property records of Denton County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a “dedicatory instrument” as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch, Executed by Indian Creek Land, L.P., a Texas limited partnership, as Declarant, was recorded at Instrument #1994-R0065513 in the Real Property Records of Denton County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled “Declaration of Covenants and Restrictions for Indian Creek Ranch” (the “Declaration”) subjected to the scheme of development therein certain land located in Denton County, Texas;

WHEREAS, Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch is governed by Bylaws filed in the Real Property Records of Denton County, Texas including any amendments thereof and supplements thereto;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this 26th day of August, 2020

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
A/K/A INDIAN CREEK RANCH,
A Texas non-profit corporation

By: Deborah Yeats
Deborah Yeats, President
Indian Creek/Carrollton Homeowners Association, Inc.
a/k/a Indian Creek Ranch

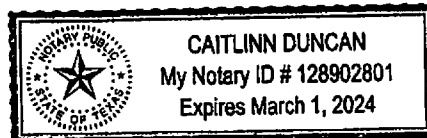
STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 26th day of August, 2020 by Deborah Yeats President of INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH, a Texas nonprofit corporation, on behalf of said corporation.

Caitlann Duncan
Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Denton, TX 75206

**SECOND AMENDMENT TO THE BYLAWS
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN
CREEK RANCH**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON §

This Second Amendment to the Bylaws of Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch (the "Amendment") is made effective as of their date of filing in the Denton County Real Property Records by Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch, Executed by Indian Creek Land, L.P., a Texas limited partnership, as Declarant, was recorded at Instrument #1994-R0065513 in the Real Property Records of Denton County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Declaration of Covenants and Restrictions for Indian Creek Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Denton County, Texas;

WHEREAS, the Bylaws for Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch were recorded on January 13, 2010 at Instrument #2010-3799 in the Real Property Records of Denton County, Texas, and entitled "Bylaws of Indian Creek Ranch Homeowners' Association, Inc." (the "Bylaws"). The Bylaws were subsequently amendment and the First Amendment to the Bylaws was recorded on February 27, 2020 at Instrument #2012-19393 in the Real Property Records of Denton County, Texas. A copy of the Original Bylaws and the First Amended Bylaws are attached hereto as "Exhibit A" and "Exhibit B."

WHEREAS, Pursuant to Article XV of the Bylaws of the Association, *"these bylaws or the Articles of Incorporation may be amended at the Annual Members Meeting or at a special meeting of the Members by a vote (in person or by proxy) or written consent, regardless of class as provided in Section 6.01 of these Bylaws..."*;

WHEREAS, § 22.102 of the Texas Business Organizations Code provides statutory authority for the board of directors of a non-profit corporation to amend the bylaws of that non-profit corporation. That section states as follows:

"(a) The initial bylaws of a corporation shall be adopted by the corporation's board of directors or, if the management of the corporation is vested in the corporation's members, by the members.

(b) The bylaws may contain provisions for the regulation and management of the affairs of the corporation that are consistent with law and the certificate of formation.

(c) The board of directors may amend or repeal the bylaws, or adopt new bylaws, unless:

(1) this chapter or the corporation's certificate of formation wholly or partly reserves the power exclusively to the corporation's members;

(2) the management of the corporation is vested in the corporation's members; or

(3) in amending, repealing, or adopting a bylaw, the members expressly provide that the board of directors may not amend or repeal the bylaw."

WHEREAS, in order to comply with Section 22.102 of the Texas Business Organizations Code, the Indian Creek Ranch Board of Directors wishes to prepare and file this Second Amendment to the Bylaws reflecting such Amendment voted upon by the Board of Directors of Indian Creek Ranch at a Board meeting held in August 2020. The Bylaws have been amended by a majority vote of the directors of the Association.

NOW, THEREFORE, Article IX of the Bylaws is hereby redacted in full and shall now read as follows:

ARTICLE XI

Section 9.01. Powers and Duties. The affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration or elsewhere herein, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and duties set forth in the Declaration and the following powers and duties:

- a) If, as and where the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations promulgated by the Board by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association Rules and Regulations which may include the establishment of a system of fines and/or penalties enforceable as Special Individual Assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;
- b) To acquire (free and clear of any encumbrances), maintain and otherwise manage all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;
- c) Except as may otherwise be provided in the Declaration, to dedicate, mortgage or sell all or any part of the Common Properties and all facilities, improvements and landscaping thereon, and all personal property acquired or owned by the Association;

- d) To execute all declarations of Ownership for tax assessment purposes and to pay any and all real and personal property taxes and other charges or assessments assessed against the Common Properties, if any, and less the same or separately assessed to all or any of the Owners, in which event such taxes shall be paid by such Owner's;
- e) To obtain, for the benefit of the community properties, all water, gas and electrical services, refuse collections, landscape maintenance services and other services which in the opinion of the Board shall be necessary or proper;
- f) To make such dedications and grant such easements, licenses, franchises and other rights which in its opinion are necessary for street, right of way, utility, sewer, drainage and other similar facilities or video services, cable television services, security services, communication services and other similar services over the Common Properties to serve the properties or any part thereof;
- g) To contract for and maintain such policy or policies of insurance as may be required by the Declaration or as the Board deems necessary and desirable in furthering the purpose of protecting the interest of the Association and its Members;
- h) To borrow funds to pay costs of operation of the Association, at such rate or rates as the Board of Directors shall deem appropriate, which loans or advances may be secured by assignment or pledge of its rights against delinquent Owners to the extend deemed advisable by the Board of Directors;
- i) To provide services for the benefit of the Members, including but not limited to, security, entertainment, recreation, education and television cable;
- j) To enter into contracts for legal and accounting services, maintain one or more bank accounts, and generally, to have the powers necessary or incidental to the operation and management of the Association and the Common Properties;
- k) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other properties of the Association from loss or damage by suit or otherwise;
- l) If, as and when the Board in its sole discretion, deems it necessary it may, but shall not be obligated to, sue in any court of law on behalf of the Association one (1) or more of its Members;
- m) To establish and maintain a working capital and/or contingency fund in amount to be determined by the Board;
- n) To hire and fire vendors, including, but not limited to the following: Accountants, Lawyers, Landscapers, Pool Companies, and Management Companies.

- o) To establish, make, amend from time to time and enforce compliance with reasonable Rules and Regulations for the operation and use of the Common Properties, Common Areas, and Lots by any means authorized under the Declaration, Bylaws or Articles of Incorporation which shall include the right to impose reasonable monetary fines for the violation of such Rules and Regulations;
- p) To make an unaudited annual report available after each fiscal year to each Owner and any individual or entity holding a mortgage or deed of trust on any lot;
- q) To adjust the amounts, collect and use any insurance proceeds to repair damage or replace lost property owned by the Association, and should the proceeds be insufficient to repair damage or replace lost property owned by the Association, to assess the Members proportionate amounts to cover the deficiency;
- r) To delegate its powers and duties to committees, officers or employees as provided in these Bylaws, employee manager or managing agent or other persons and contract with independent contractors or agents who have professional experience to perform all or any part of the duties and responsibilities of the Association, provided that any contract with the person or entity appointed as a manager or managing agent shall be terminable with or without cause on not more than ninety (90) days written notice by the Association and shall have a term of not more than one (1) year with successive one (1) year renewal periods upon the mutual agreement of the parties;
- s) To create an Architectural Control Committee who shall promulgate architectural standards for the Association in the form of Rules and Regulations. Such promulgated standards shall be required to be adopted by and approved by the Board of Directors.
- t) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by 25% or more of the outstanding votes of the Members;
- u) To elect the Officers of the Association;
- v) To fill vacancies on the Board in accordance with these Bylaws;
- w) Generally, to have any and all powers necessary or incidental to the operation and management of the Association and the Common Properties, including the right to levy assessments and fines.
- x) To adopt and amend rules regulating the collection of delinquent assessments, interest, fines, administrative charges, attorney's fees and the application of payments;
- y) To levy fines for violations of the dedicatory instruments of the Association;

- z) To adopt and amend Rules and Regulations for the governing the use and occupancy of Common Areas, Common Properties, and Lots within the Association;
- aa) To adopt and amend Rules & Regulations regarding Rental Properties within the Association; and
- bb) To purchase insurance as required by the Declaration.


IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch certifies that this First Amendment to the Bylaws was unanimously approved by the Board of Directors.

ATTACHMENT, the undersigned member of the Board of Directors of Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch hereby attaches a copy of the Original Bylaws and any amendments thereto to this Document.

[signature page follows]

EXECUTED this 26th day of August, 2020

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.
A/K/A INDIAN CREEK RANCH,
A Texas non-profit corporation

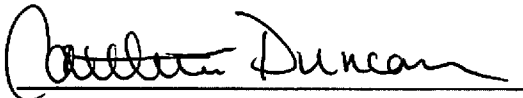
By: 
Deborah Yeats, President
Indian Creek/Carrollton Homeowners Association, Inc.
a/k/a Indian Creek Ranch

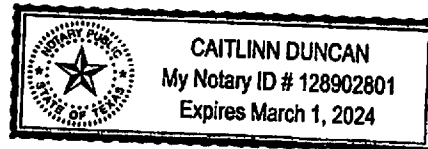
STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the 26th day of August, 2020 by Deborah Yeats President of INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH, a Texas nonprofit corporation, on behalf of said corporation.


Notary Public in and for the State of Texas



After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Denton, TX 75206