

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owner's association file its dedicatory instruments in the Harris County Real Property records, the County in which the property is located, and

WHEREAS the Rocky Creek Property Owners Association, Inc. is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas.

NOW THEREFORE, true copies of the following dedicatory instruments of the Rocky Creek Property Owners Association, Inc. which have not been previously filed in the public records of Harris County are attached hereto, including:

Bylaws of Rocky Creek Property Owners Association, Inc.

FURTHER, other dedicatory instrument of the Rocky Creek Property Owners Association, Inc. recorded under the file clerk's number 20070598532 in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this _____ day of _____, 2011

Ada I. Ferrer, Attorney and Agent for
Rocky Creek Property Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this ____ day of _____, 2011 by Ada I. Ferrer, attorney and agent for Rocky Creek Property Owners Association, Inc.

Notary Public, State of Texas

Notary's Printed Name

My commission expires on _____

Return to: Ferrer & Tu, PLLC
 14019 SW Freeway, Ste 301-739
 Sugar Land, Texas 77478
 Phone: 281-397-4600 Fax: 281-397-4660

BYLAWS OF
ROCKY CREEK PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Rocky Creek Property Owners Association,, Inc (hereinafter referred to as the “Association”). The principal office of the Association shall be located at 13510 Rocky Creek Estates Drive, Hockley, Texas 77447 or such other location as determined in accordance with the terms of these Bylaws.

ARTICLE II
DEFINITIONS

1. “Association” means the Rocky Creek Property Owners Association,, Inc.
2. “Lot” means any of the numbered Lots shown on the Rocky Creek Estates plat or any replat, and subject to the Restrictions for Rocky Creek Estates, attached hereto as Exhibit “A”.
3. “Members” shall be any Owners of Lots that are subject to the Restrictions for Rocky Creek Estates.
4. “Rocky Creek” or “Subdivision” shall mean and refer to as Rocky Creek Estates, a subdivision out of the Alex Gulliver Survey, A-287 the map or plat of which is recorded under File No. 20070515582 in the Map Records of Harris County, Texas and such additional lands that subsequently become subject to the Restrictions for Rocky Creek Estates.
5. “Owner” means the record owner, whether one or many persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for performance of an obligation. However, the term “Owner” shall include any mortgages or lien holder who acquires fee simple title to any Lot through judicial or non-judicial foreclosure.
6. “Restrictions for Rocky Creek Estates” shall be the Restrictions for Rocky Creek Estates as recorded in the public records of Harris County, Texas, under Harris County Clerk File No. 20070598532 as the same may hereafter be amended or superceded.
7. “Developer” shall mean Rocky Creek Land Development, Inc., or its successors or assigns provided such successors and assigns are designated as the Developer with respect to the Restrictions for Rocky Creek Estates by an instrument filed and recorded in the Official Public Records of real Property of Harris County, Texas.

All capitalized terms used in these Bylaws and not defined herein shall have the meanings assigned to them in the Restrictions for Rocky Creek Estates.

ARTICLE III MEETING OF MEMBERS

1. Place of Meetings

All meetings of Members shall be held at the principal office of the Association, or at such other place within Harris County, Texas, as may be designated by the Board of Directors or officers or Members calling the meeting.

2. Annual Meeting

a. First Annual Member Meeting

The first regular meeting of the Members of the Association shall be held on March 29, 2011 at 6:30 a.m./p.m., at the principal office of the Association or on such other date as the Board of Directors determines.

b. Subsequent Annual Member Meetings

Subsequent annual meetings shall be held on the anniversary month of the first annual meeting or as otherwise determined by the Board of Directors.

3. Special Meeting

Special meetings of the Members may be called at any time by the president or by resolution of the Board of Directors. Special Meetings of Members may also be called by the secretary upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes to be cast at such meeting. The request shall state the proposed matters and purpose or purposes of such meeting.

4. Notice of Members Meeting

a. Requirements of the Notice

Notice of all meetings of the Members stating the place, day and hour of the meeting, the record date, if any, the means of any remote communications by which Members may be considered present and vote at the meeting, and the purpose(s) for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the meeting to the Members of record on the date the notice is given.

b. Electronic Notice

Any Member may specify a form of electronic transmission (e-mail, fax or other method) to be used to communicate notice and consent to electronic notice. This consent may be revoked by written notice to the Association. The Member's consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two consecutive notices and the person responsible for delivering such notices knows that delivery was unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action.

If notice is sent by facsimile or email to a Member, the notice is deemed given when it is transmitted to a facsimile number or electronic mail address provided by the Member for the purpose of receiving notice, if posted on an electronic network, it is deemed given to a Member when posted on the network and a message is sent to the Member at the address provided by the Member for the purpose of alerting the Member of a posting. If sent by any other form of electronic submission consented to by the Member, it is deemed given when communicated to the Member in such form. An affidavit of the secretary, assistant secretary, or other agent of the association that notice has been given by electronic transmission is, in the absence of fraud, prima facie evidence that the notice was given.

c. Mailed Notice

If mailed to a Member, such notice shall be deemed to be given when deposited in the United States Mail, addressed to the Members at the address as it appears in the records of the Association, with postage thereon prepaid.

5. Quorum

a. One tenth (1/10) of Members entitled to vote

At a meeting of members, a quorum shall consist of the presence of one tenth (1/10) of the members entitled to vote. Members entitled to vote may be represented by proxy to reach the one-tenth (1/10) presence required above. One tenth of the votes of membership entitled to vote shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Restrictions or these Bylaws.

b. Meeting adjournment if a quorum is not reached

If however, such quorum is not present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum as aforesaid shall be presented or represented.

6. Proxies

At all meeting of Members, each Member who is entitled to vote may vote in person, by electronic transmission or telephone if the association makes such means available, or by proxy. All electronic transmission of votes must contain or be accompanied by information from which it can be determined that the transmission is authorized by the Member. All proxies shall be in writing or given by electronic transmission with appropriate identifying information and filed with the secretary. Each proxy shall be revocable by written notice to the secretary and shall automatically cease should membership in the Association cease.

7. Initial Board

In the election of the directors to serve on the Board of Directors of the Association and in all other matters submitted to a vote of the Members of the association, shall be as follows:

The initial Board President is Livia Hernandez, as appointed by the developer. As the sole member of the Board of Directors, Livia Hernandez thereby holds a majority vote and hereby appoints Denise Murtha as President, Kathleen Dixon as Secretary & Treasurer. Livia Hernandez has elected to serve as Vice President. Denise Murtha, President, Livia Hernandez, Vice President and Kathleen Dixon, Secretary and Treasurer hereby comprise the initial Board of Directors.

8. Election of Board

Such initial Board shall serve until the first Member-elected Board is chosen by the Members on the Election Date. The Election Date shall be held within 24 months of the earliest date upon which any of the following occur: (i) Developer shall have sold 51% of its Units; (ii) three years have lapsed from the date of recordation of the Restrictions for Rocky Creek; (iii) Developer by written notice to the Board notifies the Board of its election to cause the Election Date to occur; or (iv) Developer requests homeowner takeover of the association.

9. Voting Rights

a. By Property Owned

Upon and after the initial Member-elected Board Election Date, each Member, as defined in these Bylaws and in the Restrictions for Rocky Creek Estates, whose voting rights have not been suspended, shall be entitled to cast one (1) vote for each Lot owned AND one (1) vote for each occupied residence owned on the owned lot or lots.

b. Lots with Multiple Owners

No more than one vote may be cast with respect to any Lot and no more than one vote may be cast with respect to any residence. If a Lot or Residence has multiple owners, the same rule applies. The multiple owners of the Lot or Residence must decide which owner will cast the vote.

c. Suspension of Voting Rights

The Board of Directors, to execute its duties, powers and obligations to discharge its functions necessary to assess, collect and administer the Annual Assessments, may cause the Association to suspend a Member's voting rights and rights to use the recreational and other facilities owned or operated by the Association in accordance with the Restrictions for Rocky Creek Estates for violating the Use Restrictions or for failure to pay into the Maintenance Fund.

10. Officers at Meetings

The president shall preside over the meetings of members, or if he/she is not present, the vice president shall preside. The secretary shall act as the secretary of each meeting if present.

11. Property Ownership Record Dates

The Board of Directors shall fix a record date for determining the Members entitled to notice of each meeting of Members or for the purpose of determining the Members entitled to take any action. If a record date is not fixed, Members on the date of the meeting or action who are otherwise eligible to vote are entitled to vote at the meeting or approve the action.

**ARTICLE IV
BOARD OF DIRECTORS**

1. Board of Directors

The business and property of the Association shall be managed and controlled by the Board of Directors. The Board of Directors will be composed of at least three Members. The first Board will be elected by a vote of the Members on the Election Date. The number of directors may be increased or decreased by a majority vote of the Board, but no decrease shall affect the shortening of the term of any incumbent director and the number of directors shall never be reduced to less than three.

Staggered Elections. The Director's terms are three years long, with the exception of the initial terms outlined below. Elections shall be held once a year, during the month of March each year, and staggered according to the schedule below. The Board of Directors shall decide by majority vote which of its members shall take the first, second and third director positions.

a. The initial term for the Treasurer/Secretary and Vice President will end on the first anniversary following the first election. An election will be held during the month of March, 2013 to re-elect or elect a new Treasurer/Secretary and Vice President. Elections for the first director position will thereafter be held every three years.

b. The initial term for the President will end on the second anniversary following the first election. An election will be held during the month of March, 2014 to re-elect or elect a new President. Elections for the second director will thereafter be held every three years.

c. Should the Board of Directors appoint a fourth, sixth, eighth, or any even numbered Board Member thereafter, the initial term for the fourth, sixth, eighth or any even numbered Board Member thereafter elected by appointment of the board shall end at the expiration of the President's term. An election for the fourth, sixth, eighth, or any even numbered Board Member thereafter will thereafter be held along with the President's election every three years. The fourth, sixth, eighth, or any even numbered Board Member thereafter need not be an officer of the Association.

d. Should the Board of Directors appoint a fifth, seventh, ninth or any odd numbered Board Member thereafter, the initial term for the fifth, seventh, ninth or any odd numbered thereafter Board Member elected by appointment of the Board shall end at the expiration of the Vice-President's term. An election for the fifth, seventh, ninth or any odd numbered Board Member will thereafter be held along with the Vice-President's election every three years. The fifth, seventh, ninth or any odd numbered Board Member thereafter need not be an officer of the Association.

Unless sooner removed in accordance with these Bylaws or until the Association has received a written resignation, directors shall hold office until the next annual election occurring after their respective terms of office expires and until their successors have been elected and qualified.

2. **Qualifications**

Directors must be Members of the Association. A majority of the Directors must also be residents of Rocky Creek.

3. **Vacancies**

Any vacancies occurring in the Board of Directors, including vacancies resulting from any increase in the number of directors, may be filled by affirmative vote of the majority of the directors then in office, and the directors so elected shall hold office until the next annual election occurring after their respective terms of office expire and until their successors are elected and have qualified.

4. **Nomination**

Nominations may be made from the floor at the annual meeting of the Members. Additionally, any Member may make his or her nomination(s) at least three (3) days in advance of the annual Member meeting by electronic written notice or seven (7) days by mailed written notice to the Board. The Board shall place the names of all nominees on the official written ballot.

5. **Committees**

a. ***Architectural Control Committee*** - The Board of Directors shall appoint the Architectural Control Committee ("ACC") from amongst the Directors or Board Members. The ACC shall consist of not less than three (3) members. The ACC shall have the full authority to approve or disapprove plans, specifications, and plot plans submitted for review.

b. ***Deed Restriction Committee*** - The Board of Directors shall appoint the Deed Restriction Committee from amongst the Directors or Board Members. The Deed Restriction Committee shall assist the Board of Directors in the enforcement of the Restrictions for Rocky Creek Estates.

6. **Election**

Election of directors to serve on the Board may be by written, secret ballot, or by such other manner as may be approved at a meeting of the Members. At such election, the Members or their proxies may cast, **in respect to each vacancy**, as many votes as they are entitled to cast. The

persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

7. Place of the Meeting

Meetings of the Board of Directors may be held within the State of Texas, at whatever place is specified by the director calling the meeting. In the absence of specific designation, meetings of the Board of Directors shall be held at the principal office of the Association.

8. Regular Meeting

The Board of Directors shall meet once each year, immediately following the annual meeting of the Members, and at the place of such meeting, for the transaction of such business as may be properly brought before it. No notice of annual meetings need be given to the Board of Directors. Regular meetings may be held at such other times as shall be designated by the Board of Directors and no notice needs to be given of regular meetings.

9. Special Meeting

Special meetings of the Board of Directors may be held at any time upon the call by any director. Except as otherwise herein provided, neither the business to be transacted nor the purpose of any regular and special meeting of the Board of Directors need to be specified in a notice or waiver of notice of such meeting.

10. Quorum

A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business, but a smaller number may adjourn until they can secure the attendance of a quorum. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any regular or special directors' meeting may be adjourned by those present, whether or not a quorum is present.

11. Compensation

Directors shall not receive any compensation for their services; provided that nothing contained herein shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore.

12. Removal

Any director may be removed, either for or without cause, at any special meeting of Members by a majority affirmative vote. The notice to call such meeting shall state the intention to act under such matter, and if the notice so provided, the vacancy caused by such removal may be filled at such meeting by a majority vote. For cause, a director may be removed at any meeting of the Board of Directors, by the affirmative vote of the majority of the Board of Directors then in office.

13. Powers of the Board of Directors

The Board of Directors shall have the power to:

- (a) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these Bylaws, the Certificate of Formation, or the Restrictions for Rocky Creek Estates;
- (b) Declare the office of a director on the Board of Directors to be vacated in the event such director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (c) Employ, engage or manage accountants, bookkeepers, attorneys, and other independent contractors or employees it deems necessary, and to prescribe their own duties;
- (d) Assume and/or delegate the duties and powers of the Architectural Control Committee at the time and as provided in the Restrictions for Rocky Creek Estates;
- (e) Assume and/or delegate the duties and powers of the Deed Restriction Committee at the time and as provided in the Restrictions for Rocky Creek Estates;
- (f) Cause the Association to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer,

dedicate for the public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

- (g) Cause the Association to borrow money and adopt or implement a special assessment to pay for the borrowed money, as provided in the Restrictions for Rocky Creek Estates;
- (h) Adopt, publish and enforce rules and regulations governing the use of common areas and facilities, if any, and the personal conduct of Members and their guests thereon, and to establish penalties for infraction thereof. These rules and regulations may include provisions to govern and control the use of the common areas and facilities by guests and invitees of the Members including, without limitation, the number of guests or invitees who may use the common areas and facilities or any part thereof;
- (i) To suspend the voting rights of a Member and his or her right and rights of the members of his or her immediate family residing with him or her and his or her guests, to use any recreational common area or facility during the period he or she is in default in excess of the thirty (30) days in the payment of any maintenance charge assessment against his or her Lot; and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (j) To enter management and/or operating contracts or agreements relative to the maintenance and operation of the common areas and facilities, in such instances and on such terms as the Board of Directors may deem appropriate, to operate recreational facilities and related concessions located on the common areas, to enter lease agreements or concession agreements granting leasehold, concession, or other operating rights relative to recreational facilities located on the common areas in such instances and on such terms as the Board of Directors may deem appropriate.

14. Duties of the Board of Directors

In addition to other duties imposed by law or by the Restrictions for Rocky Creek Estates, it shall be the duties of the Board of Directors to:

- (a) Cause to be kept a complete record of all 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 or by electronic transmission by twenty-five percent (25%) of the Members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association and see that their duties are properly performed;
- (c) Fix the amount of the annual assessments against property subject to the jurisdiction of the Association and to take actions it deems appropriate to collect all assessments and charges and to enforce the liens given to secure payment thereof;
- (d) Issue, or cause an appropriate officer to issue, upon demand, by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board of Directors for the issuance of such certificate; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain the insurance on the property owned by the Association;
- (f) Cause any officer or employee having fiscal responsibility to be bonded as it may deem appropriate; and
- (g) Appoint a nominating committee.

15. Notice of Directors Meetings

Notice of director meetings for which notice is required to be sent shall be sent by mail to the last known address of each director at least three (3) days before the meeting. Oral notice may be substituted for such written notice if given not later than three days before the meeting. Electronic notice may be substituted if given at least three (3) days before the meeting as evidenced by a dated confirmation of receipt of the notice. Notice of the time, place and/or purpose of such meeting may be waived in writing or by electronic transmission before or after said meeting, and shall be equivalent to the giving of notice. Attendance of a director at a meeting shall also constitute a waiver of notice thereof, except when the director attends for the announced purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**ARTICLE V
OFFICERS AND THEIR DUTIES**

1. Officers

The officers of this Association shall be a president, who shall at all times be a director; vice president or vice presidents, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create, all of whom shall hold office for three years and until their successors are elected and qualified. All officers of this Association shall at all times be members of the Board of Directors. Two or more offices may be held by the same person except that no officer shall execute, acknowledge, or verify any instrument in more than one capacity if such instrument is required by law, the Certificate of Formation, the Restrictions for Rocky Creek Estates or these Bylaws to be executed, acknowledged, or verified by two or more officers.

2. Election of Officers

The Board of Directors shall elect the officers of the Association at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Special Appointment

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

4. Compensation

Officers shall not receive any compensation for their services; provided that nothing contained herein shall be construed to preclude any officer from serving the Association in any other capacity and receiving compensation therefore.

5. Vacancies

Whenever any vacancy occurs in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the vacancy shall be filled by a vote of the Board of Directors, and the officers so elected shall hold office until his successor is chosen and qualified.

6. Removal

Any officer or agents, elected or appointed, by the Board of Directors, may be removed by the Board of Directors, with or without cause, whenever in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contract rights if any, of the person so removed. Election of appointment of an officer or agent shall not of itself create contract rights.

7. President

It shall be the duty of the president to preside at all meetings of the Members; to sign all deeds, conveyances, releases, mortgages, and to co-sign all checks and promissory notes.

8. Vice President

A vice president may perform the usual and customary duties that pertain to such office, but not unusual or extraordinary duties or powers conferred by the Board of Directors upon the president, and under the direction and subject to control of the Board of Directors, such other duties as may be assigned to him or her.

9. Secretary

It shall be the duty of the secretary to attend all meetings for the Members of the Board of Directors and record correctly the proceedings had at such meetings in a book suitable for that purpose. It shall also be the duty of the secretary to keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and to

perform such other duties as may be designated by the Board of Directors. In the absence of appointment of a treasurer for the Association the secretary shall also perform the duty of the treasurer.

10. Treasurer

The treasurer shall keep and account for such money of the Association as may be entrusted to him or her. The treasurer shall also co-sign all checks and promissory notes. The treasurer shall be prepared at all times to present information as to the condition of the Association, and shall make a detailed annual report of the entire business and financial condition of the Association. The person holding the office of the treasurer shall also perform, under the direction and subject to control of the Board of Directors, such other duties as may be assigned to the treasurer.

11. Delegations of Authority

In the event of the absence of any officer of the Association, the Board of Directors may delegate some or all of the powers or duties of such absent officer to any other officer or any other director, employee, member or agent.

**ARTICLE VI
ASSESSMENTS**

As more fully provided in the Restrictions for Rocky Creek Estates, each Member is obligated to pay to the Association a certain annual and special assessments, and reasonable charges for the use of recreational facilities, all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments or charges which are not paid when due shall be delinquent and shall bear interest at the highest legal interest rate per annum allowed in the State of Texas at the time unless a different rate is provided in the Restrictions for Rocky Creek Estates. Such assessments and charges together with interest and reasonable attorneys' fees and other costs of collection shall be a covenant running with the land and to secure the payment thereof, a lien shall be retained upon the property as provided in the Restrictions for Rocky Creek Estates and such lien may be enforced and such amounts may be collected in accordance with the Restrictions for Rocky Creek Estates. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of the individual or individuals who own the particular Lot at the time the assessment or charge becomes due notwithstanding any subsequent transfer of title to such Lot.

**ARTICLE VII
INDEMNIFICATION**

1. Suits against Association

SUBJECT TO THE PROVISIONS OF SECTION 3 OF THIS ARTICLE, THE ASSOCIATION SHALL INDEMNIFY ANY DIRECTOR OR OFFICER OR FORMER DIRECTOR OR OFFICER OF THE ASSOCIATION FOR EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES) ACTUALLY AND NECESSARILY INCURRED BY HIM OR HER IN CONNECTION WITH ANY CLAIM ASSERTED AGAINST HIM OR HER, BY ACTION OF A COURT OR OTHERWISE, BY REASON OF HIS OR HER BEING OR HAVING BEEN DIRECTOR OR OFFICER EXCEPT IN RELATION TO MATTERS AS TO WHICH HE OR SHE SHALL HAVE BEEN GUILTY OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

THE ASSOCIATION SHALL FURTHER INDEMNIFY LIVIA HERNANDEZ FOR EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES) ACTUALLY AND NECESSARILY INCURRED BY HIM OR HER IN CONNECTION WITH ANY CLAIM ASSERTED AGAINST HIM OR HER, BY ACTION OF A COURT OR OTHERWISE, BY REASON OF HIS OR HER BEING OR HAVING BEEN DIRECTOR OR OFFICER FOR ANY PRIOR PROPERTY OWNERS ASSOCIATIONS RELATED TO THE PARCEL OF LAND DESCRIBED IN EXHIBIT "A", EXCEPT IN RELATION TO MATTERS AS TO WHICH HE OR SHE SHALL HAVE BEEN GUILTY OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

2. Suit by or on behalf of Association

SUBJECT TO THE PROVISIONS OF SECTION 3 OF THIS ARTICLE, THE ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY OR IS THREATENED TO BE MADE A PARTY TO OR THREATENED, PENDING, OR COMTEMPLATED ACTION OR SUIT BY OR IN THE RIGHT OF THE ASSOCIATION TO PROCURE A JUDGMENT IN ITS FAVOR BY REASON OF THE FACT THAT HE IS OR WAS A DIRECTOR OR OFFICER IN THE ASSOCIATION AGAINST EXPENSES (INCLUDING ATTORNEYS' FEES) ACTUALLY AND REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION OR SUIT IF HE OR SHE ACTED IN GOOD FAITH AND IN A MANNER HE REASONABLY BELIEVED TO BE IN OR NOT OPPOSED TO BE THE INTEREST OF THE ASSOCIATION AND EXCEPT THAT NO INDEMNIFICATION

SHALL BE MADE IN RESPECT OF ANY CLAIM, ISSUE OR MATTER AS TO EACH SUCH PERSON SHALL HAVE BEEN ADJUDGED TO BE LIABLE FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THE PERFORMANCE OF HIS OR HER DUTIES TO THE ASSOCIATION, UNLESS AND ONLY TO THE COURT IN WHICH SUCH ACTION OR SUIT WAS BROUGHT SHALL DETERMINE UPON APPLICATION THAT, DESPITE THE ADJUDICATION OF LIABILITY, BUT IN VIEW OF ALL OF THE CIRCUMSTANCES OF THE CASE, SUCH PERSON IS FAIRLY AND REASONABLY ENTITLED TO IDEMNITY FOR SUCH EXPENSES WITH WHICH THE APPROPRIATE COURT OF THE STATE OF TEXAS OR SUCH OTHER COURT SHALL DEEM PROPER.

3. Approval of Indemnification

Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon the determination that indemnification of the director or officer is proper in the circumstances because he or she had met the applicable standards of conduct set forth in Section 1 and 2, above. Such determination shall be made by: (1) the Board of Directors by majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; (2) if such a quorum is not obtainable, or even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel (who may be counsel to the Association) in a written opinion; or (3) by majority vote of the Members.

4. Other Rights

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executor and administrators of such persons.

5. Insurance

The Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association against any liability asserted against said director and incurred by said director in any capacity, or arising out of the director status as such, whether or not the Association would have the power to indemnify the director against such liability on the provisions of this Article or the Texas Non-Profit Corporation Act.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

1. Amendments

These Bylaws may be altered or replaced at any regular meeting of the Members or at any special meeting of the Members at which a quorum is present or represented, provided notice of the proposed alteration or replacement must be contained in the notice of such special meeting, by the affirmative vote of at least 2/3 of each class of the votes entitled to be cast at such meeting and present or represent thereat.

2. Waiver

Whenever, under the provisions of any law, the Certificate of Formation, or amendments thereto, the Restrictions for Rocky Creek Estates, or these Bylaws, notices are required to be given to any Member, director, or committee member, a waiver thereof in writing or by electronic transmission signed or sent by the person or persons designated to receive such notice, whether before or after the times stated therein shall be equivalent to the giving of such notice.

3. Resignation

Any director or officer may resign at any time. Such resignation shall be made in writing or by electronic transmission and shall take effect at the time specified therein. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

4. Actions by Less Than Unanimous Consent without a Meeting

Any action required or permitted to be taken at a meeting of the Members or directors may be taken without a meeting if a consent setting forth the action so taken shall be signed by such number or percentage of the Members or directors, as the case may be, who are entitled to vote on the matter and whose votes would be required to approve the action if the action was proposed at a meeting at which all the Members or directors (as appropriate) were present. Such consent shall have the same force and effect as a unanimous vote thereon. Any such signed consents shall be maintained by the Association.

5. **Meetings by Remote Communication**

Members and directors may participate in and hold any meeting by means of remote communication if the Board of Directors determines, in its discretion, that the meeting may be held in such manner. Any persons present by remote communication and not physically present at a meeting may participate in the meeting, and shall be considered as present in person and may vote if (a) the Board of Directors implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is eligible to vote, and (b) the Board of Directors implements reasonable opportunity to participate in the meeting and to vote, including an opportunity to read or hear the proceedings substantially concurrently with the proceedings. The Association shall maintain a record of all votes or other actions taken at any meeting of Members or directors by remote communication.

6. **Books and Records**

The books, records, papers and electronic files of the Association shall at all times during reasonable business hours be subject to inspection by any Member or director. The Restrictions for Rocky Creek Estates, Certificate of Formation, and Bylaws of the Association shall be available for inspection by any Member or director at the principal office of the Association, where copies may be purchased at a reasonable cost.

7. **Conflict**

In case of any conflict between the Certificate of Formation, the Restrictions for Rocky Creek Estates and these Bylaws, the Restrictions for Rocky Creek Estates shall control. If there is a conflict between these Bylaws and the Certificate of Formation, the Certificate of Formation shall control. If there is a conflict between these Bylaws and the Restrictions for Rocky Creek Estates, the Restrictions for Rocky Creek Estates shall control.

8. **Fiscal Year**

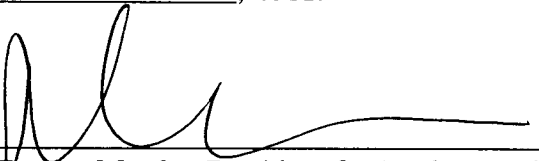
The fiscal year of the Association shall be determined and established by the Board of Directors by appropriate resolution.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of Rocky Creek Property Owners Association, Inc., a Texas non-profit corporation; and
2. That the foregoing Bylaws, comprising 21 pages together with the affidavit page, this certificate, and Exhibit "A" constitute the Bylaws of said corporation as duly adopted by action of the Board of Directors of the corporation, effective as the date written below.

IN WITNESS HEREOF, I have hereunder subscribed my name and affixed the seal of said corporation this _____, day of _____, 2011.



Denise Murtha, President for Rocky Creek
Property Owners Association, Inc.