

BYLAWS

HUNTERS CREEK NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE 1 – NAME

The name of this organization will be the Hunters Creek Neighborhood Association, hereafter known as the Association.

ARTICLE 2 – BOUNDARIES

The boundaries of the Association are the Hunters Creek Subdivision, Units 1, 1A, 2, 3, 4, 5, 6, and 7, located in the City of San Antonio, Bexar County, Texas, and other commonly owned or corporate property.

ARTICLE 3 – PURPOSE

The purpose for which the Association is formed is to provide for the management, maintenance, and care of the common areas and property of the Hunters Creek Subdivision, and to encourage its maintenance as a prime residential area.

ARTICLE 4 – LEGAL STATUS/POLICIES

The Association will be organized and operated not for profit. No part of any Association net income will ever be payable to any member, except any member, director, or officer may be reimbursed for their actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE 5 – MEMBERSHIP, VOTING, AND DUES

SECTION 1. MEMBERSHIP. The Association will have two classes of members: Residence Owner Members, and Lessee Members.

- A. Residence Owner Members will consist of all persons who own a lot with a single family residence in the Hunters Creek Subdivision, and who have paid the required dues. There will be no more than two Residence Owner Members for each lot with a residence, regardless of how many persons have an ownership interest in that lot.
- B. Lessee Members will consist of all persons who lease or rent a residence from a Residence Owner in the Hunters Creek Subdivision, and the required dues have been paid by either the Owner or the Lessee.
- C. Membership of an Owner Member will automatically terminate when that Owner Member no longer owns a lot in the Hunters Creek Subdivision. Membership of a Lessee

Member will automatically terminate when that Lessee Member no longer resides in Hunters creek Subdivision.

SECTION 2. VOTING. Each address with Owner Members in good standing will have one vote. Lessee Members are eligible to attend Association meetings and other functions, but may not vote or hold elective office in the Association. Votes may be cast in person or by methods designated by the Board of Directors.

SECTION 3. DUES. The Board of Directors will establish the amount of dues annually subject to the approval of a majority of the members present at the Annual Meeting.

- A. The amount set will be the same for each category of membership.
- B. Annual dues will be due and payable on May 1 of each year. New member dues will be the same as the amount established for annual dues for each year.
- C. Persons owning multiple properties in Hunters Creek are expected to pay dues separately for each property they own, or to arrange with lessees to pay the annual dues.
- D. No member will be entitled to vote on any matter if their dues are not current.

ARTICLE 6 – MEETINGS

SECTION 1. ANNUAL MEETINGS. Annual meetings of the Members of the Association will be held in April of each year on a day designated by the Board of Directors, unless they determine that another time is more appropriate or convenient, provided that an annual meeting is held each calendar year.

- A. The election of the Board of Directors will be held at the Annual Meeting.
- B. The members present at an Annual Meeting will constitute a quorum.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Members of the Association may be called by the President, the Board of Directors, or by no fewer than five Owner Members. Notice of a special meeting will state the purpose of the meeting, and no business except as stated in the notice will be transacted at the special meeting.

SECTION 3. BOARD MEETINGS. The Board of Directors will meet as required, usually on a monthly basis. These meetings will be open to interested Members of the Association.

SECTION 4. NOTICE OF MEETINGS. Notice of Annual, Special, or Board of Directors' meetings will be given to all Members of the Association stating the place, date, and time of the meeting. In the case of a special meeting, the purpose of the meeting will also be stated.

- A. Meetings of the Members of the Association will be held at a suitable place, convenient to the members, determined by the Board of Directors.

- B. Any action required or permitted to be taken at a meeting of the Board of Directors, or Committees designated by the Board, may be taken without a meeting if, a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors or Committee. This consent will have the same force and effect as a unanimous vote at a meeting. Subject to applicable notice provisions, the Board of Directors, or Committees designated by the Board, may participate in and hold a meeting by means of conference telephone call or other communications equipment, by means of which, all persons participating in such meeting will constitute presence in person at such meeting, except where the person's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 7 - BOARD OF DIRECTORS

SECTION 1. The Association will have a Board of Directors consisting of the President, Vice President, Secretary, Treasurer, Member at Large, and the immediate past President.

- A. **NOMINATION OF DIRECTORS.** A slate of Directors will be submitted by the current Board of Directors at the Annual Meeting. Nominations from Association Members may also be submitted, in writing, prior to the Annual Meeting, or may be taken from the floor at that meeting.
- B. **TERMS.** Members of the Board of Directors may serve successive terms, subject to the approval of Association Members present at the Annual Meeting.
- C. **VACANCIES.** Vacancies in the Board of Directors will be filled by a vote of the remaining Directors, even though they may constitute less than a quorum. Each person so elected will be a Director until a successor is elected at the next Annual Meeting of the Members of the Association.
- D. **REMOVAL OF DIRECTORS.** At any regular or special meeting, duly called, of the Members of the Association, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of 50% of the Members present, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members will be given an opportunity to be heard by the Association.
- E. Directors will receive no compensation for their services.
- F. A majority of the number of Directors will constitute a quorum for the transaction of business by the Board of Directors.
- G. Any action may be taken without a meeting if consent, in writing, setting forth the action to be taken, is signed by all the Directors.

SECTION 2. POWERS AND DUTIES. The Board of Directors will supervise the affairs of the Association in accordance with its stated purposes and policies, set agendas for the regular meetings, transact any business between meetings of the Association and report these activities

at the Annual Meeting, and make recommendations to the Association Membership on matters before the Association.

- A. The Board of Directors will act as a liaison with city, county, and other governmental agencies regarding activities which affect the Hunters Creek Subdivision.
- B. They will provide for the hiring and removal of employees and other personnel, including accountants and attorneys, and contract the services of others as needed. They will make purchases for the maintenance, repair, replacement, management and operation of common areas within Hunters Creek and will provide common services.
- C. They will determine the fiscal year of the Association.
- D. They will keep and maintain complete and accurate books and records showing all receipts, expenses, or disbursements of the Association, and permit examination of those records at any reasonable time by any Member of the Association.
- E. They may enter into contracts and agreements within the scope of their powers and duties.
- F. They may raise funds by dues, solicitations, and benefits.
- G. They will maintain a working relationship with the Hunters Creek Community Center.

SECTION 3. LIMIT ON EXPENDITURES. The Association will, at no time, spend more money within any one year than the total amount of dues collected for that particular year, plus any surplus on hand from previous years' dues or other funds on hand from contributions, benefits, or solicitations; nor will the Association enter into any contract binding the dues of any future year to pay for any such obligation. No such contract will be valid or enforceable.

SECTION 4. EXECUTION OF INSTRUMENTS. The persons authorized to execute any instruments, conveyance, or contracts on behalf of the Association are the President and Secretary, or others persons specifically authorized by the Board of Directors.

ARTICLE 8 - OFFICERS.

SECTION 1. The officers of the Association are: President, Vice-President, Secretary, and Treasurer, elected by the Members of the Association. They will serve simultaneously as Directors.

- A. **TERM OF OFFICE.** Each officer may serve successive terms, subject to the approval of the Membership.
- B. **RESIGNATION OF OFFICERS.** Any Officer may resign at any time by giving written notice to the Board of Directors. The resignation will take effect on the date of the receipt of such notice, or at any later time specified, and unless otherwise specified, the acceptance of the resignation will not be necessary to make it effective.
- C. **VACANCIES.** A vacancy in any office will be filled by vote of the majority of the remaining Directors. The officer appointed to such vacancy will serve the remainder of the term of that office.

SECTION 2. POWERS AND DUTIES.

- A. **PRESIDENT.** The President will be the chief executive officer of the Association. The President will preside at all meetings of the Members of the Association and of the Board of Directors, and will have all the powers and duties which are usually vested in the office of the president of a non-profit corporation.
- B. **VICE PRESIDENT.** The Vice President will assist the President, represent the President when so requested, have all the powers and duties of the President in his/her absence, and perform duties as asked by the President, or the Board of Directors.
- C. **SECRETARY.** The Secretary will keep minutes of all Association and Board of Directors' meetings, sign, with the President, all legal documents and contracts, and conduct the correspondence of the Association.
- D. **TREASURER.** The Treasurer will have charge of all Association funds/bank accounts, will present a complete account of Association funds, identifying the source of funding and disbursement, at the monthly Board of Directors' meetings.

ARTICLE 9 – COMMITTEES

SECTION 1. The Association will have the following standing committees:

- A. **COVENANTS AND CODES.** This committee is responsible for educating Members of the Association of appropriate covenants and codes as they may apply to them.
- B. **MEMBERSHIP.** This committee will be responsible for all matters pertaining to membership and for maintaining a roster of all Association Members.
- C. **LANDSCAPE.** This committee will be responsible for the management and operation of the common areas in the Hunters Creek Subdivision
- D. **NEW RESIDENTS.** This committee will welcome new residents and provide them with any information helpful to them about the community.
- E. **NEIGHBORHOOD WATCH.** This committee is responsible for the timely notification to Members of safety and security issues.
- F. **NEWSLETTER.** This committee is responsible for the monthly publication of a newsletter.

SECTION 2. The Board of Directors may appoint other temporary committees should the need arise.

SECTION 3. The Chairpersons of Standing and Temporary Committees will report the activities of such committees at the Board of Directors' meetings, either in person, or in writing.

ARTICLE 10 – INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1. The Association will have the power to indemnify any Director, Officer or former Director or Officer for the expenses and costs incurred in connection with any action in court, except when that Officer or Director has been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

SECTION 2. Nothing in this article will obligate the Association to indemnify any Member who is or has been a Director or Officer of the Association for activities incurred outside the conduct specifically related to their duties as an Officer or Director of the Association.

ARTICLE 11 – CONTRACTS

SECTION 1. The Officers designated by the Board of Directors to enter into contracts or other commitments for the Association will act as agents for the Association, and they will have no personal liability for any such contract or commitment provided they are acting within the scope of their authority.

SECTION 2. The Association may enter into contracts or other transactions with firms even when Directors of the Association are also Directors of said firm, provided that the common Directorship is disclosed, in writing, prior to the transaction taking place, and provided that there are enough votes in favor without counting the vote of the person holding the common Directorship.

ARTICLE 12 – AMENDMENTS

SECTION 1. These Bylaws may be amended by a two-thirds vote of the members present at any general meeting provided notice of the proposed changes is given in the notice of such meeting.

ARTICLE 13 – INVALID PROVISIONS

SECTION 1. The invalidity of any provision in these Bylaws will not affect, in any manner, the validity, enforceability, or effect of the remainder of these Bylaws.

ARTICLE 14 – PARLIAMENTARY AUTHORITY

SECTION 1. The rules contained in the current edition of Robert’s Rules of Order, Newly Revised will govern the Association in all cases in which they are not inconsistent with these Bylaws and any special rules adopted by the Association.

ARTICLE 15 – DISSOLUTION

SECTION 1. The Association may be dissolved in accordance with the requirements of the Articles of Incorporation and the Texas Non-Profit Corporation Act then in existence.

ARTICLE 16 – ADOPTION OF BYLAWS

Approved by the Membership on _____ as witnessed by,

President

Secretary

These Bylaws were approved by a vote of the general Membership of the Association on April 10, 2013. The dated and signed original is on file with the Secretary of the Hunters Creek Neighborhood Association.