

**BYLAWS
OF
THE SPRING COMMUNITY FOUNDATION**

ARTICLE I

OFFICES

Section 1 - Principal Office

The principal office of THE SPRING COMMUNITY FOUNDATION, (herein sometimes called "Foundation") in the State of Texas shall be located at 19888 SH 6 South, College Station, TX 77845. The Foundation may have other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Foundation may require from time to time.

Section 2 - Registered Office and Registered Agent

The Foundation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Foundation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

MEMBERS

Membership in this Foundation shall be as follows: All Owners of Tracts or Lots in the Property, (as those terms are defined in the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements and Rights for The Spring filed in Volume __, Page _____, of the Official Records of Brazos County, Texas, and hereinafter referred to as the Declaration), shall automatically become members of the Foundation upon becoming Owners and shall continue to be members as long as they are Owners. The Declarant (as defined in the Declaration), is also a Member. The Declarant shall continue to be a Member as long as the Declarant is an Owner of any portion of the Property.

Members shall be liable to the Foundation for Assessments as are provided for in the Declaration. The Board shall be authorized to take such actions, including filing suit, to collect any past due Assessments.

ARTICLE III

MEETINGS OF MEMBERS

Section I - Annual Meeting

An annual meeting of the Members shall be held at a time and place designated by the Board of Directors with no less than ten (10) days notice.

Section 2 - Special Meetings

Special meetings of the membership of this Foundation shall be called upon written request signed by Members owning at least fifty percent (50%) of the voting rights in the Association.

Section 3 - Notices of Meetings

Except as otherwise provided in these Bylaws, written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Board of Directors. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Foundation, with postage thereon prepaid.

Section 4 - Actions Without Meeting

Any action required by law to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

Section 5 - Quorum

With respect to any annual or special "general" membership meeting of the Foundation, at the first call of such meeting, the presence at the meeting in person or by proxy of sixty-six percent (67%) of the total votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, at such meetings, the meeting may be adjourned and recalled on the same day, and the required quorum at such meeting shall be one-half (1/2) the required quorum at such meeting immediately preceding. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

Section 6 – Proxies

At any meeting of Members, a Member entitled to vote may vote by electronic ballot or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

Section 7 – Voting

In all matters submitted to a vote of the Members of the Foundation, there shall be two classes of voting memberships:

(a) Class A: Each Owner, whether one or more persons or entities, of a Tract or Lot shall, upon and by virtue of becoming such Owner, automatically become a Class A Member of the Foundation and shall remain a Class A Member thereof until his ownership ceases for any reason as stated above but there shall only be one (1) vote per Tract or Lot. Class A Members shall be all Members other than Class B Members. Declarant shall become a Class A Member with regard to Tract(s) or Lot(s) owned by Declarant upon conversion of Declarant's Class B membership to Class A membership as provided herein below.

(b) Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each acre owned until such time as the first Lot is subdivided at which point the Class B Member shall be entitled to five (5) votes per Tract or Lot owned. The Class B membership shall cease

and be converted to Class A membership at Turnover.

If Declarant determines, at Declarant's sole discretion, that the Foundation is capable of performing the necessary duties as defined herein, the Declarant, reserves the right at any time to turn over any of its rights and duties to the Foundation, or to unilaterally convert Declarant's membership status from Class B to Class A.

(c) Joint Owner Disputes. The vote for each Tract or Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. The submittal of conflicting votes by Members voting on behalf of the same Tract shall invalidate those votes. If any Owner casts a vote representing a certain Tract or Lot, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Tract or Lot.

Cumulative voting shall not be allowed.

ARTICLE IV

BOARD OF DIRECTORS

Section 1 - Composition and Authority of Board

The affairs of the Foundation shall be managed by the Board of Directors. The Board of Directors shall consist of three (3) persons. The initial Board shall be appointed by Declarant. The Board appointed by Declarant shall exist until Turnover, at which time the Members shall elect a Board as provided in Article IV Section 3.

Section 2 - Terms of Office

Each Director shall be elected for a term of one (1) year from the date of appointment, and thereafter, until his successor is duly chosen and qualified. Any Director vacancy, from whatever cause, occurring before Turnover shall be filled by appointment made by the Declarant and the person appointed to fill such vacancy shall serve for the remainder of the term. If a Director dies, resigns or becomes disabled after Turnover, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of the Director he replaces. If a Director is removed after Turnover, his successor shall be elected by the Members in accordance with Article IV Section 3.

Section 3 - Election Procedure

Directors shall be chosen at the annual meeting of the Members of the Foundation. Voting shall be as provided in Article III, Section 7 above. Cumulative voting shall not be permitted. Each Director shall hold office until a successor is elected and qualified. A Director may be elected to succeed himself or herself as Director.

Section 4 - Meetings of the Board of Directors

Regular meetings of the Board of Directors shall be held at such times and places as the Board shall determine, provided that physical meetings shall be held in Brazos County or in a contiguous

county. Members shall be given advance notice of meetings and the opportunity to observe meetings in accordance with Texas law.

Special meetings of the Board of Directors of this Foundation shall be called by a majority of the Board of Directors. Special meetings shall not convene prior to seventy-two (72) hours after the Secretary has given notice of such special meetings.

Section 5 – Quorum

Two (2) Directors shall constitute a quorum of the Board of Directors.

Section 6 - Duties of Directors

It shall be the duty of the Board of Directors to conduct all affairs of this Foundation; to control and supervise the handling of all funds and property; to cause a complete record to be kept of all meetings and acts; to carry out the purposes for which the Foundation was formed and to make Assessments as provided in the Declaration.

ARTICLE V

OFFICERS

Section 1 - Officers

The officers of the Foundation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any person may hold more than one office at a given time. An officer may succeed himself in the same office.

Section 2 - Election of Officers

The officers of the Foundation shall serve at the pleasure of the Board of Directors.

Section 3 - President

The President shall be the principal executive officer of the Foundation and shall in general supervise and control all of the business and affairs of the Foundation. He shall preside at all meetings of the Members and of the Board of Directors, and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4 - Vice President

The Vice President shall serve as President in the President's absence and shall perform all functions of the President at such times as the President is unavailable to act. The Vice President shall perform such other duties as shall be delegated to him by the President or the Board of Directors.

Section 5 – Treasurer

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Foundation; receive and give receipts for moneys due and payable to the Foundation from any source whatsoever, and deposit all such moneys in the name of the Foundation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6 - Secretary

The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records; keep a register of the post-office address of each Member which shall be furnished to the Secretary by each Member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7 - Assistant Treasurer and Assistant Secretary

Any Assistant Treasurer and any Assistant Secretary in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1 - Authority of Officers

The Board of Directors may authorize any officer or officers, agent or agents of the Foundation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Foundation. Such authority may be general or confined to specific instances.

Section 2 - Negotiable Instruments

All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Foundation shall be signed by such officer or officers, agent or agents of the Foundation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Foundation.

Section 3 – Depositories

All funds of the Foundation shall be deposited from time to time to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4 - Contributions, Gifts, Bequests and Devises

The Board of Directors may accept on behalf of the Foundation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Foundation.

ARTICLE VII

CERTIFICATE OF MEMBERSHIP

Section 1 – Certificates

The Board of Directors may provide for the issuance of certificates evidencing membership in the Foundation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Foundation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the Board of Directors may determine.

ARTICLE VIII

BOOKS AND RECORDS

Section 1 - Books and Records

The Foundation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Foundation may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

FISCAL YEAR

Section 1 - Fiscal Year

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

ARTICLE X

AMENDMENTS

Section 1 – Procedure

These By-Laws may be amended by the affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes. Any vote to amend these By-Laws must be taken at a general or special meeting of the Members after distributing to the membership at least twenty-one (21) days before such meeting a notice of the proposed amendments.

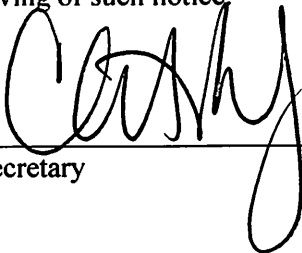
ARTICLE XI

WAIVER OF NOTICE

Section 1 - Effect of Waiver

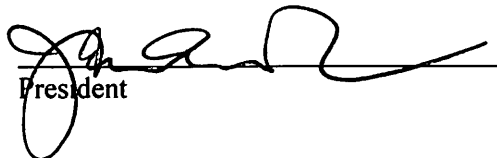
Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Foundation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ADOPTED this 26th day of September, 2013.



Secretary

APPROVED:

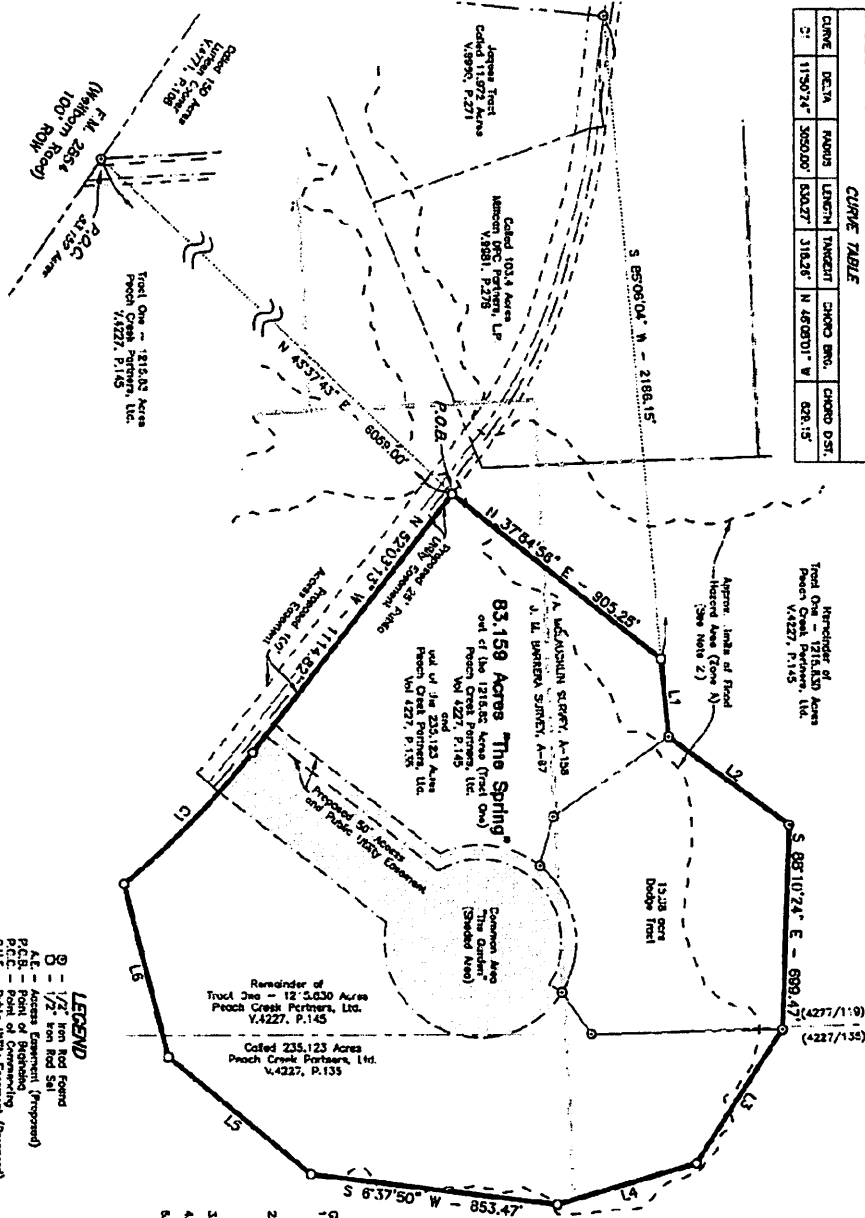


President

EXHIBIT B

CHORD TABLE

CHORD	DETA	HAZUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	11°30'24"	3050.00'	834.27'	318.28'	N 46°03'01" W	628.15'

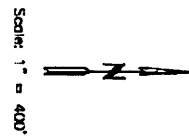


LEGEND

- ϕ - 1/2" iron rod found
- Δ - 1/2" iron stake (Proposed)
- P.C.B. - Point of Beginning
- P.O.C. - Point of Curvature
- P.U.E. - Point of Utility Easement (Proposed)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 8°20'39" E	204.19'
L2	N 35°28'05" E	306.11'
L3	S 57°28'59" E	544.47'
L4	S 16°11'07" E	403.88'
L5	S 89°31'44" W	628.15'
L6	S 77°49'50" W	628.44'



GENERAL SURVEYOR NOTES:

1. All bearings and distances were measured in the field on HUD 03 Old Iron (Iron) steel tape, combined with - Grand (Iron) from GPS observations.
2. All bearings and distances were measured in the field on HUD 03 Old Iron (Iron) steel tape, combined with - Grand (Iron) from GPS observations.
3. The portion of this property is located in a 100-year flood hazard area (Zone A). The area has signed steel and aluminum of damage.
4. Subsurface and swampy conditions were not observed in the field on HUD 03 Old Iron (Iron) steel tape, combined with - Grand (Iron) from GPS observations.
5. The portion of this property is located in a 100-year flood hazard area (Zone A). The area has signed steel and aluminum of damage.

See Page 2 of 2 for the notes & further description prepared with this plat.

10072008-023-02 August 28, 2013
McCLURE & BROWNE ENGINEERING/SURVEYING, INC. • 1008 Woodcreek Drive, Suite 103 • College Station, Texas 77845 • (979) 693-8838

FIELD NOTES
83.159 ACRE TRACT
"THE SPRING"

Being all that certain tract or parcel of land lying and being situated in the A. McLAUGHLIN SURVEY, Abstract No. 158 and the J. M. BARRERA SURVEY, Abstract No. 67 in Brazos County, Texas and being part of the called 1215.830 acre Tract One described in the deed from Carter Interests, Ltd., et al to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 145 of the Official Records of Brazos County, Texas (O.R.B.C.) and being a portion of the called 235.123 acre tract described in the deed from John McFarlane, Trustee, et al, to Peach Creek Partners, Ltd., recorded in Volume 4227, Page 135 and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron rod marking the intersection of the west line of the said 1215.830 acre Tract One and the northeast right-of-way line of FM 2154 (based on a 100' width);

THENCE: N 43° 37' 43" E into the interior of said 1215.830 acre tract for a distance of 6069.00 feet to a 1/2-inch iron rod set for the POINT OF BEGINNING, said iron rod being the most westerly corner of this tract;

THENCE: N 37° 54' 56" E for a distance of 905.25 feet to a 1/2-inch iron rod set for corner, from whence a found 1/2-inch iron rod marking the northwest corner of the 11.972 acre Jaques tract recorded in Volume 9960, Page 271 (O.R.B.C.), said 11.972 acres being out of the called 1215.830 acre Peach Creek Partners, Ltd. tract bears S 85° 06' 04" W at a distance of 2186.15 feet for reference;

THENCE: N 84° 28' 39" E for a distance of 264.29 feet to a found 1/2-inch iron rod for corner, same being the most westerly corner of the 15.083 acre Dodge tract;

THENCE: N 36° 28' 06" E along the common line of the said Dodge tract for a distance of 506.11 feet to a found 1/2-inch iron rod for corner;

THENCE: S 88° 10' 24" E continuing along the said Dodge tract for a distance of 699.47 feet to a found 1/2-inch iron rod for corner;

THENCE: S 57° 38' 36" E for a distance of 544.47 feet to a 1/2-inch iron rod set for corner;

THENCE: S 16° 41' 59" E for a distance of 493.85 feet to a 1/2-inch iron rod set for corner;

THENCE: S 06° 37' 50" W for a distance of 853.47 feet to a 1/2-inch iron rod set for corner;

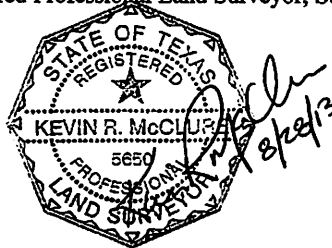
THENCE: S 39° 31' 44" W for a distance of 628.36 feet to a 1/2-inch iron rod set for corner;

THENCE: S 75° 49' 30" W for a distance of 608.44 feet to a 1/2-inch iron rod set for corner;

THENCE: 630.27 feet in a counter-clockwise direction along the arc of a curve having a central angle of 11° 50' 24", a radius of 3050.00 feet, a tangent of 316.26 feet and a long chord bearing N 46° 08' 01" W at a distance of 629.15 feet to a 1/2-inch iron rod set for the Point of Tangency;

THENCE: N 52° 03' 13" W for a distance of 1114.82 feet to the POINT OF BEGINNING and containing 83.159 acres of land, more or less, according to a survey made on the ground under the supervision of Kevin R. McClure, Registered Professional Land Surveyor, State of Texas, No. 5650, in August 2013.

For further information see survey plat prepared with this description.



Doc Bk Vol Pg
01169361 OR 11594 107

Filed for Record in:
BRAZOS COUNTY

On: Sep 05, 2013 at 02:38P

As a
NO LABEL RECORDING

Document Number: 01169361

Amount 72.00

Receipt Number - 483593

By,
Patsy Montalbano

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Sep 05, 2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY