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May 30, 2019

Mutual of Omaha Bank  
c/o Ms. Chris West  
Cotton Corporate Center  
4950 S. 48<sup>th</sup> Street  
Phoenix, AZ 85040

RE: LOAN IN THE AMOUNT OF \$1,148,000.00 ("LOAN") FROM MUTUAL OF OMAHA BANK ("LENDER") TO SPRING CREEK OAKS COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS NONPROFIT CORPORATION ("BORROWER")

Dear Ms. West:

We have acted as counsel for Borrower in connection with the Loan. In the course of our representation and for purposes of this opinion, we examined copies of the following documents to be executed by the Borrower at the closing of the Loan (collectively, "Loan Documents"):

1. Secured Promissory Note from Borrower to Lender in the original principal amount of the Loan ("Note");
2. Loan and Security Agreement;
3. Assignment of Assessments and Lien Rights ("Assignment");
4. Corporate Resolutions for Association Loan ("Resolution");
5. Borrower's Affidavit ("Affidavit");
6. Closing Statement; and
7. UCC-1 Financing Statement.

Furthermore, we examined Borrower's Governing Documents, which are comprised of the following:

- i. Declaration of Covenants, Conditions and Restrictions for Spring Creek Oaks, Section One, a Subdivision in Harris County, Texas, recorded July 2, 1981, at County Clerk's File No. H036974, and Film Code No. 188-98-1922, et seq.; and

Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded March 2, 1992, at County Clerk's File No. N560858, and Film Code No. 016-57-1258, et seq., governing Spring Creek Oaks, Section Four; and

Declaration of Covenants, Conditions and Restrictions, recorded March 2, 1992, at County Clerk's File No. N560857, and Film Code No. 016-57-1213, et seq.; and

Declaration of Covenants, Conditions and Restrictions for Unrestricted Reserve B Tract C, recorded March 2, 1992, at County Clerk's File No. N560859, and Film Code No. 016-57-1283, et seq.; and

Deed Restrictions for Sections One and Two Declaration of Covenants, Conditions and Restrictions for Spring Creek Oaks, Section Two, A Subdivision in Harris County, Texas, recorded February 3, 1984, at County Clerk's File No. J356460, and Film Code No. 072-92-0022, et seq.; and

Amendment to Declaration of Covenants, Conditions and Restrictions for Section Six, Spring Creek Oaks, recorded August 29, 1996, at County Clerk's File No. S092808, and Film Code No. 509-81-3547, et seq.; and

Agreement for Acceptance of Oaks of Spring Creek, recorded November 22, 1989, at County Clerk's File No. M413293, and Film Code No. 162-76-0050, et seq.; and

Declaration of Covenants, Conditions and Restrictions Oaks of Spring Creek, a Subdivision in Harris County, Texas, recorded November 28, 1989, at County Clerk's File No. M417566, and Film Code No. 163-61-1262, et seq.; and

Agreement for Acceptance of Woods of Spring Creek Oaks, recorded December 22, 1988, at County Clerk's File No. L981095, and Film Code No. 135-80-2428, et seq.; and

Declaration of Covenants, Conditions and Restrictions Woods of Spring Creek Oaks, a Subdivision in Harris County, Texas, recorded December 15, 1988, at County Clerk's File No. L972646, and Film Code No. 135-70-0154, et seq.; and

Supplemental Declaration of Covenants, Conditions and Restrictions, recorded July 26, 1996, at County Clerk's File No. S037859, and Film Code No. 509-35-2239, et seq.

ii. Amended and Restated By-Laws of Spring Creek Oaks Community Improvement Association (A Texas Non-Profit Corporation), adopted October 9, 2017, and filed of record on October 11, 2017, bearing County Clerk's File No. RP-2017-446469. The Association's original By-laws were adopted March 4, 1990, and amended December 5, 2011.

iii. Articles of Incorporation of Spring Creek Oaks Community Improvement Association (A Texas Non-Profit Corporation), adopted December 1, 1981, and filed with the office of the Secretary of State on April 12, 1982, a Certificate of Incorporation having been issued by the Secretary of State, dated April 12, 1982, bearing Charter Number 6038370-1.

We also examined such other affidavits, certificates and instruments as we determined to be necessary for the purpose of giving this opinion. Based upon our review of the Loan Documents, the Governing Documents, such other instruments, and applicable law, we are of the opinion that:

A. Borrower is duly organized and incorporated, validly existing and in good standing under the laws of the State of Texas and has the power and authority to carry on its business as such business is now being conducted in every jurisdiction where it is being

conducted, and Borrower has the power and authority to execute and deliver the Loan Documents.

B. Borrower's execution and performance of the Loan Documents: (i) have been duly authorized by all requisite corporate action, including the affirmative vote of Borrower's members if required, and do not require the consent or approval of any other person or entity to be effective; (ii) will not violate any provision of federal or state law, or the corporate charter of Borrower, or its Bylaws, each as amended to the date hereof; and (iii) will not violate or be in conflict with, result in a breach of, or constitute a default under any indenture, agreement or other instrument known to the undersigned to which Borrower is a party or by which Borrower or its properties are bound, or any order, writ, injunction or decree of any court of governmental institution.

C. The Loan Documents, when executed and delivered by Borrower, will constitute legal, valid and binding obligations of Borrower under the laws of the State of Texas, enforceable by Lender in accordance with their respective terms, subject to general equitable principles and any applicable bankruptcy, reorganization, insolvency or other laws affecting the enforcement of creditors' rights generally. Specifically, Borrower has the power to assign its lien rights to Lender, as provided for in the Assignment, and in the event of a default by the Borrower under any of the Loan Documents, Lender could successfully petition a court having jurisdiction to appoint a receiver, who could then impose assessments and lien individual units or lots owned by Borrower's members, and foreclose such liens if necessary to pay amounts due under the Note.

D. To the best of our knowledge, Borrower is not a party to any agreement, contract, indenture, document or instrument, nor is there any law or regulation or decree of any court, governmental authority, bureau or agency, which would be contravened by Borrower's execution and delivery of the Loan Documents or by the performance of any term, provision, covenant, condition, agreement or obligation of the Borrower contained therein.

E. There is no threatened or pending litigation or administrative or governmental action of any nature which would: (i) prohibit Borrower from entering into the Loan and executing the Loan Documents; (ii) affect the validity or enforceability of the Loan Documents; or (iii) adversely affect Lender's rights or remedies under the Loan Documents.

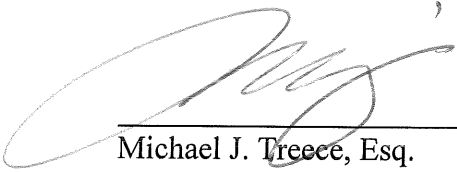
F. While the Loan Documents require that Borrower establish a line item annually in its operating budget to provide for payment of the Loan, we have not yet reviewed the minutes of any meeting at which such action has occurred. To the extent this action may occur in the future, we opine that Borrower has the power to accomplish such act.

G. On May 13, 2019, in compliance with applicable law and the Governing Documents, Borrower's Board of Directors met and considered all aspects of the Loan. At the meeting, the Board of Directors, by way of a vote, approved the Loan, and approved an increase in the Association's regular annual assessments in order to service the Loan, such actions being taken in support of the Loan. The Association has not levied any special assessment in connection with the Loan.

H. This opinion is given for the benefit of, and may be relied upon by, Mutual of Omaha Bank.

Sincerely,

TREECE LAW FIRM, P.C.



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