

# Amended Bylaws (DRAFT)

## River Place Property Owners Association, Inc.

### Article I-Definitions

#### 1.01 Declaration

"Declaration" means the First Amended and Restated Declaration of Covenants, Conditions, Reservations and Restrictions of River Place Subdivision dated and filed for record as follows in the Real Property Records of Brazos County, Texas, including any amendments that may be made from time to time in accordance with its terms.

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#### 1.02 Manager

"Manager" means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

#### 1.03 Subdivision

"Subdivision" means River Place Subdivision, Phases 1-3, a subdivision in Brazos County, Texas, according to the Plats, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration.

#### 1.04 Other Terms

**Other defined terms used in these Bylaws have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.**

### Article II-Applicability

#### 2.01 Corporation

The provisions of these Bylaws constitute the Bylaws of River Place Property Owners Association, Inc. ("Association"), a nonprofit organization incorporated under the laws of the State of Texas. The provisions of these Bylaws are applicable to the Subdivision.

#### 2.02 Offices

The principal office of the Association is located at:

Beal Properties, Inc.  
3363 University Drive East, Suite 215  
College Station, Texas 77802

The corporation may have such other offices designated by the Board. The offices of the Association must be located within Brazos County, Texas.

2.03 Registered Office and Registered Agent

The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

2.04 Personal Application

All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**Article III-Membership**

3.01 Membership

Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

3.02 Proof of Member

The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

3.03 No Additional Qualifications

The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership except the assessments, levies, and charges specifically authorized under the Certificate of Formation or the Declaration.

### 3.04 Certificates of Membership

The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All certificates evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

## **Article IV-Voting Rights**

### 4.01 Allocation

Voting rights will be allocated among the Members on the basis of the formulas and allocations set forth in Section 3.01 above. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. In such a case, the person in attendance at the meeting of Members may cast the vote for that Lot. If more than one co-owner is present, the vote for that Lot may be cast only if all co-owners who are present agree. If one co-owner casts the vote for that Lot without objection by another co-owner, the co-owners are deemed to be in unanimous agreement.

### 4.02 Manner of Voting

At all meetings of Members, each Member, subject to Article III, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

### 4.03 Quorum

Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any meeting of Members entitled to cast at least thirty percent (30%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not more than forty-eight (48) hours from the time the meeting was called, and for additional forty-eight (48) hour periods until a quorum is present.

### 4.04 Required Vote

The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present, will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee

or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

#### 4.05 Absentee Ballots

A solicitation for votes by absentee ballot must include (1) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (2) instructions for delivery of the completed absentee ballot, including the delivery location, and (3) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

#### 4.06 Electronic Ballots

An electronic ballot means a ballot (1) given by electronic mail, fax, or posting on an Internet website, (2) for which the identity of the Member submitting the ballot can be confirmed, and (3) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

### **Article V-Meetings of Members**

#### 5.01 Annual Meeting

Annual Meetings of the Members must be held annually during the month of November, unless by necessity another date and time must be determined by the Board.

#### 5.02 Special Meeting

Special Meetings of the Members may be called by the President of the Association, by a majority of the Board, or by petition of Members representing at least ten percent (10%) of the total voting power of the Association unless otherwise required by law. At a Special Meeting of the Members, no business may be conducted except as stated in the notice of the meeting. Any action taken or business conducted at the meeting which is not set forth in the notice is void.

#### 5.03 Place

Meetings of the Members will be held within the Subdivision, at an office of the Association, or at another location, designated by the Board, convenient to the Members, provided that such location is within Brazos County, Texas.

#### 5.04 Notice of Meetings of Members

- a. Written notice of a meeting of members must be given by an Officer or Director to all Members. The notice must state the time, place, and location of the Meeting, as well as a statement of the business to be conducted at the Meeting.
- b. The notice must be delivered to the Members by personal delivery, mail, or electronic mail to the address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. Members are responsible for ensuring that their addresses and electronic mail addresses are up to date.
- c. The notice must be delivered at least ten (10) days and not more than sixty (60) days before the date of the Meeting. Members entitled to notice shall be determined as of the date of the first notice. Mailed notice is deemed delivered on the date when it is deposited in the U.S. Mail, with proper postage. Electronically mailed notice is deemed delivered as of the time stamp on the confirmation that the message was successfully delivered.
- d. In the event there is more than one co-owner of a lot, notice to one co-owner is considered notice to all co-owners of said lot.
- e. A Member may waive notice of any Meeting of Members. Such waiver, which must be made in writing, may be made at any time, before or after the Meeting.
- f. A Member who objects to a lack of proper notice but nevertheless attends the Meeting is deemed to have waived the objection.

#### 5.05 Order of Business

The order of business at all meetings of the Members will be as follows:

- (A) Roll call.
- (B) Proof of notice of meetings or waiver of notice.
- (C) Reading of minutes of preceding meeting.
- (D) Election of directors.
- (E) Reports of officers.
- (F) Reports of committees.
- (G) Unfinished business.
- (H) New business.

#### 5.06 Action Without Meeting

Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-

mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

## **Article VI-Board of Directors**

### **6.01 Governing Body: Composition**

The affairs of the Association will be governed by a Board of Directors ("Board"). Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time. A Person may not serve on the Board if the Person cohabits at the same primary residence with another Director.

### **6.02 Number**

The number of Directors of the Association will be five (5).

### **6.03 Term of Office**

- a. At the first Annual Meeting following the adoption of these Bylaws, the members will elect two directors for a term of one (1) year, two directors for a term of two (2) years, and one director for a term of three (3) years. Unless otherwise established by the Board, the candidate receiving the highest number of votes will serve the three-year term, the candidates receiving the second and third highest number of votes will serve two-year terms, and the candidates receiving the fourth and fifth highest number of votes will serve one-year terms.
- b. At Annual Meetings thereafter, the term of office of each director position up for election by the Members will be for two (2) years. Each director will continue to hold office until his/her successor is appointed or elected and qualified.

### **6.04 Residency**

All Directors must be natural persons residing in the Subdivision.

### **6.05 Removal**

Directors may be removed, with or without cause, by a two-thirds (2/3) majority vote of the Members of the Association at a Special Meeting of the Members duly called for that

purpose. Notice of the meeting must be given to all Directors.

If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

#### 6.06 Vacancies

If the office of any Director becomes vacant for any reason, the remaining Directors, even if less than a quorum, will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an Annual Meeting of Members or at a Special Meeting of Members called for that purpose.

#### 6.07 Compensation

No compensation shall be paid to a Director for his or her services as a Director. No remuneration shall be paid to a director for services performed by the director for the Corporation in any other capacity, unless a resolution authorizing such remuneration is adopted by the Board. Directors may in the Board's discretion be reimbursed for any actual expenses incurred by the Director in the performance of the Director's duties.

#### 6.08 Powers and Duties

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by these Bylaws, the Certificate of Formation, the Declaration, or Texas law, or otherwise directed to be exercised and done by the Members. The powers of the Board shall include, but not be limited to, all of the rights and duties of the Board as set forth elsewhere in these Bylaws, the Certificate of Formation, or the Declaration. To the extent permitted by law, the Board may delegate to one or more committees thereof, and to other persons, such duties and powers, as appears to the Board to be in the best interests of the Association.

#### 6.09 Nomination and Election of Directors

- a. At least ten (10) days before the Association disseminates absentee ballots or other ballots to the Members for purposes of voting in a Board member election, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board. The notice must contain instructions for an eligible candidate to notify the Board of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the 10th day after the date the Board provides the notice. The absentee ballot or other ballot must include the name of each eligible candidate from whom the Board received a request to be placed on the ballot.

1. The notice required by this provision must be:
  - A. mailed to each Member; or
  - B. provided by:
    - (1) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
      - (A) in a place located on the Common Area or, with a Member's consent in a conspicuous manner on privately owned property within the Subdivision; or
      - (B) on any Internet website maintained by the Association or other Internet media; and
    - (2) sending by e-mail to each Member who has registered an e-mail address with the Association.

- b. The Board may establish a Nominating Committee consisting of a chairperson, who will be a member of the Board, and three (3) or more Members in Good Standing. The Nominating Committee will make as many nominations for election to the Board as it receives, provided, however, that nominations from the floor in a Board member election will not be permitted.
- c. Regardless of whether a Nominating Committee is formed, Members may nominate themselves by submitting a written nomination to the Board on or before a date to be determined by the Board.

#### 6.10 Standard of Care

Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each member of the Board is liable as a fiduciary of the Owners for the Board member's acts or omissions.

#### 6.11 Manager

If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice. After a Manager has been appointed, no decision by the Association to manage its own affairs without a Manager will be effective unless and until approved by Members holding at least sixty-seven percent (67%) of the votes at the meeting called to consider the matter with the written consent of at least fifty-one percent (51%) of the Members.

### **Article VII-Officers**

#### 7.01 Enumeration of Officers

The Officers of the Association will be a President, a Vice-President, a Secretary, a Treasurer, and an Executive Officer. The Board may, by resolution, create any other offices it deems necessary or desirable. Officers may, but need not, be Directors.

#### 7.02 Term

The Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his or her successor is elected and qualified.

#### 7.03 Resignation; Removal

Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal.

#### 7.04 Multiple Offices

Any two or more offices may be held by the same Person, except that the same Person may not hold at the same time the office of President and any of the following offices: Vice-President, Secretary, Executive Officer.

#### 7.05 Compensation

Officers may serve without compensation, or they may receive compensation for services rendered to the Association, as determined by the Board and approved by a majority of the voting power of the Members. Officers may in the Board's discretion be reimbursed for any actual expenses incurred in connection with their duties as officers.

#### 7.06 Duties, Obligations, and Authority of the Officers

- a. President. The President of the Association will perform the following duties:
  1. Preside over all meetings of the Members and of the Board.
  2. Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.
  3. Call meetings of the Board whenever he or she deems it necessary in accordance with the Declaration and these Bylaws.
  4. Represent the Association on public occasions.
  5. Make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
  6. Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him or her by the Board.
- b. Vice-President. The Vice-President of the Association will perform the following duties:
  1. Act in the place of the President in the event of the President's absence, inability, or refusal to act.

2. Exercise and discharge any other duties as may be required of the Vice-President by the Board, and in connection with any additional duties, the Vice-President will be responsible to the President.
- c. Secretary. The Secretary of the Association will perform the following duties:
1. Keep a record of all meetings and proceedings of the Board and of the Members, including but not limited to votes taken.
  2. Keep the seal of the Association and affix it on all papers requiring the seal.
  3. Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
  4. Keep appropriate current records showing the Members together with their addresses.
  5. Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
  6. Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- d. Treasurer. The Treasurer of the Association will perform the following duties:
1. Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
  2. Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets. Books and records shall be kept in accordance with generally accepted accounting principles.
  3. Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
  4. Prepare and distribute the financial statements for the Association.
- e. Executive Officer. The Executive Officer of the Association will perform other duties as assigned by the Board or the President.

#### 7.07 Qualification

Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

#### 7.08 Standard of Care

Except as otherwise provided in the Certificate of Formation, these Bylaws, or the Declaration, each Officer is liable as a fiduciary of the Owners for the Officer's acts or omissions.

#### 7.09 Execution of Corporate Documents

All notes, checks, contracts or other obligations shall be executed on behalf of the Association by such officer or officers of the Association as the Board shall designate.

#### 7.10 Resignation

Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at

any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### 7.11 Vacancies

A vacancy in any office may be filled by vote of a majority of the Board. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

### **Article VIII-No Personal Liability; Indemnification**

#### 8.01 No Personal Liability

To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- a. A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- b. An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.
- c. A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.
- d. An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including but not limited to any subsequent amendment to the Texas Business Organizations Code.

#### 8.02 Indemnification

The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 8.05) because the Person (1) is or was a Director or Officer of the Association or (2) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a

Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in Defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

#### 8.03 Rights Not Exclusive

The rights conferred in Section 8.02 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

#### 8.04 Mandatory Indemnification

THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

#### 8.05 Definition of Proceeding

As used in these Bylaws, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrate, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

#### 8.06 Fidelity Bonds

The Board of Directors may require, in its discretion, and shall require to the extent required by the Declaration, any Tract Declaration or any Subsequent Declaration, or Texas law, that all Officers and employees of the Association handling or responsible for the Association's funds shall furnish fidelity bonds. In the event such bonds are required upon determination of the Board of Directors, the premiums therefor shall be paid by the Association.

8.07 Other

Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contracts or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

**Article IX-Meetings of Directors**

9.01 Board Meetings

"Board Meeting" means a deliberation between a quorum of the voting board of the Association, or between a quorum of the voting board and another person, during which Association business is considered and the Board takes formal action. "Board Meeting" does not include the gathering of a quorum of the board at a social function unrelated to the business of the association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.

9.02 Regular Meetings

Regular Meetings of the Board will be held quarterly at a place within the Subdivision, at an office of the Association, or at any other reasonable place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. The first meeting of the Board following each Annual Meeting of the Members will be held within sixty (60) days thereafter at such time and place as will be fixed by the Board.

9.03 Special Meetings

Special Meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision, at an office of the Association, or at any other place permitted by law and designated at any time by resolution of the Board, at a reasonable time.

9.04 Notice to Directors

Written notice of a Special Meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The notice will

specify the time and place of the meeting and the nature of any special business to be considered. The notice must be delivered by personal delivery or electronic mail to the address last appearing on the books of the Association or supplied by the Director to the Association for the purpose of notice. Directors are responsible for ensuring that their addresses and electronic mail addresses are up to date. If the required notice is given by personal delivery, the fact shall be certified in writing by the person giving the notice, and the certificate of service shall be appended to the minutes of the meeting. Before, during, or after any meeting of the Board, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice by him of the time and place thereof, unless the director makes an objection to the notice at the beginning of the meeting, which objection, if made, must be noted in the minutes of the meeting. If all the directors are present at any meeting of the Board, no notice to Directors shall be required, and any business may be transacted at such meeting.

#### 9.05 Voting Requirement

The act of a majority of Directors present in person or by proxy at a meeting at which a quorum is present at the time of the act will be the act of the Board unless any provision of any of the Restrictions or Declaration requires the vote of a greater number.

#### 9.06 Quorum

A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws

#### 9.07 Proxies

At a Regular or Special Meeting of the Board, any Director may grant his or her proxy to any other Director. A Director holding a proxy or proxies may cast the vote or votes of an absentee Director or Directors as if such absent Director or Directors were present in person; however, proxies may not be used toward the establishment of a quorum.

#### 9.08 Action Without Meeting

Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by e-mail. Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of

the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

9.09 Open Meetings

Regular and Special Meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

9.10 Executive Session

The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The nature of any business to be considered in executive session will first be announced in open session. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

9.11 Board Meeting By Electronic or Telephonic Means

A Regular or Special Board Meeting may be held by electronic or telephonic means provided that:

- a. Each Board member may hear and be heard by every other Board member;
- b. Except for any portion of the meeting conducted in executive session:
- c. All owners in attendance at the meeting may hear all board members; and
- d. Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and
- e. The notice of the meeting includes instructions for owners to access any communication method required to be accessible under Section 9.11(b)(ii).

9.12 Meeting Minutes

The Board will keep a record of each Regular or Special Meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

### 9.13 Notice to Members

Except for actions taken by the Board without a meeting under Section 9.08, Members will be given notice of the date, time, place, and general subject of all Regular or Special Meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portions of a meeting conducted in executive session, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication.

The notice must be mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or

- (1) provided at least one hundred forty-four (144) hours before the start of a Regular Meeting or at least seventy-two (72) hours before the start of a Special Meeting by
  - (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members on any Internet website maintained by the Association or other Internet media and
  - (b) sending the notice by e-mail to each Member who has registered an e-mail address with the Association.

Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a Regular or Special Meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a Regular or Special Meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable Regular or Special Meeting, and documented in the minutes of the next Regular or Special Meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%), (12) the sale or purchase of real property, (13) the filling of a vacancy on the Board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

### **Article X-Books and Records**

#### 10.01 Maintenance

Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas. Records of account shall be kept in accordance with generally accepted accounting principles.

#### 10.02 Inspection

Records kept under Section 10.01 will be available for inspection and copying by any Member or Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code § 209.005, or any successor statute.

### **Article XI-General Provisions**

#### 11.01 Amendment of Bylaws by Members

These Bylaws may be amended, altered, or repealed at a Regular or Special Meeting of the Members by the affirmative vote in person or by proxy of Members representing two-thirds (2/3) of the Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Despite the preceding sentence, the percentage of affirmative votes necessary to amend a specific clause or provision will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

#### 11.02 Amendment of Bylaws by the Board of Directors

These Bylaws may be amended by the affirmative vote of a majority of the Board. These Bylaws may not be amended insofar as such amendment would be inconsistent with the Declaration, any Tract Declaration, any Subsequent Declaration, the Articles, or Texas law.

#### 11.03 Notices

Any notice, demand, or other communication required to be given or to be served on any Person must be in writing. Unless otherwise required by law or by a specific provision of these Bylaws, the notice, demand, or other communication must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. Mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. Notices, demands, or other communications delivered by U.S. mail will be deemed given and received when deposited, properly addressed and

with proper postage, with the United States Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is

transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice. The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission consented to by the Person.

#### 11.04 Meetings by Telephonic or Electronic Means

Directors and Members may participate in and hold a meeting by means of a telephone conference or other similar remote- or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

#### 11.05 Conflict in Documents

In the case of any conflict, the Declaration and the Articles, in that order, shall control over these Bylaws.

#### 11.06 Attestation

Adopted by the Board on \_\_\_\_\_, and to be effective when recorded in the Real Property Records of Brazos County, Texas.

Certificate of Adoption

The undersigned Secretary hereby certifies that the foregoing Bylaws were adopted by the Board of Directors of River Place Property Owners Association, Inc.

RIVER PLACE PROPERTY OWNERS ASSOCIATION, INC.

\_\_\_\_\_

\_\_\_\_\_

Secretary of the Association

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

*This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by*

\_\_\_\_\_, *Secretary of River Place Property Owners Association, Inc., a*

*Texas non-profit corporation on behalf of said entity.*

\_\_\_\_\_, *Notary*