

**RENEWED, AMENDED AND RESTATED BY-LAWS
OF
RIVER PLANTATION COMMUNITY IMPROVEMENT
ASSOCIATION**

STATE OF TEXAS

COUNTY OF MONTGOMERY

WHEREAS, River Plantation Community Improvement Association, a Texas non-profit corporation (the "Association"), is the governing entity for the River Plantation Subdivision, located in Montgomery County, Texas, which consists of the real property defined herein as "River Plantation"; and

WHEREAS, the Bylaws of the Association are recorded in the Real Property Records of Montgomery County, Texas, pursuant to Certification dated December 21, 2011, recorded under Clerk's File No. 2011113002-1, along with the Amendments to the Bylaws recorded under Clerk's File No. 2014091800 and 2015019998, respectively (as heretofore amended, the "Bylaws"); and

WHEREAS, pursuant to Section 22.102(c) of the Texas Business Organizations Code, the Board of Directors of the Association (the "Board of Directors" or "Board") may amend the Bylaws; and

WHEREAS, the Articles of Incorporation of the Association do not reserve the power to amend the Bylaws exclusively to the members of the Association (the "Members"), the management of the Association is not vested in the Members, and the Members have never amended the Bylaws to expressly provide that the Board may not amend the Bylaws; and

WHEREAS, the Board desires to renew, amend and restate the provisions of the Bylaws as set forth below; and

WHEREAS, Article V, Section 7 of the Bylaws provides that a majority of the directors of the Board ("Directors") then in office shall constitute a quorum for the transaction of business and that the act of a majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board; and

WHEREAS, the Board held a meeting on November 14, 2017, at which a majority of the Directors were present and duly passed the Renewed, Amended and Restated By-Laws described herein below (hereinafter, the "By-Laws").

NOW, THEREFORE, the undersigned, being the President of the Association, does hereby certify that at a duly constituted meeting of the Board held on November 14, 2017, at least a majority of the Directors were present and duly adopted the Renewed, Amended and Restated By-Laws set forth below .

ARTICLE I
Name, Principal Office, and Definitions

Section 1. Name. The name of the corporation is River Plantation Community Improvement Association (the "Association").

Section 2. Principal Office. The principal office of the Association shall be located in Montgomery County, Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors of the Association (the "Board of Directors" or "Board") may determine or as the Association's affairs may require.

Section 3. Definitions.

(a) The words "River Plantation" as used in these By-Laws shall be deemed to mean the following described real property situated in the County of Montgomery, State of Texas, and more particularly described as follows:

River Plantation, Section 1, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 6, Page 29, along with any amendments, replats, or supplements thereto.

River Plantation, Section 2, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 7, Page 409, along with any amendments, replats, or supplements thereto.

River Plantation, Section 3, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 7, Page 435, along with any amendments, replats, or supplements thereto.

River Plantation, Section 4, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume 8, Page 23, along with any amendments, replats, or supplements thereto.

River Plantation, Section 4-A, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 57, along with any amendments, replats, or supplements thereto.

River Plantation, Section 5, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 1B, along with any amendments, replats, or supplements thereto.

River Plantation, Section 7, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 7, along with any amendments, replats, or supplements thereto.

River Plantation, Section 8, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 19, along with any amendments, replats, or supplements thereto.

River Plantation, Section 9, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 87B, along with any amendments, replats, or supplements thereto.

River Plantation, Section 10, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume A, Page 26, along with any amendments, replats, or supplements thereto.

River Plantation, Section 11, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume Z, Page 130, along with any amendments, replats, or supplements thereto.

River Plantation, Fairway Estates, a subdivision in Montgomery County, Texas, according to the map or plat thereof filed in the Map Records of Montgomery County, Texas, under Volume H, Page 18B-19A, along with any amendments, replats, or supplements thereto.

Together with any and all other real property which may hereafter, through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same, be placed under or submitted to the jurisdiction of this Association and be accepted as within the jurisdiction of this Association by resolution of the Board of Directors of this Association.

(b) The words "Building Site" wherever used in these By-Laws shall be deemed to mean a Building Site as defined in any declaration of conditions, covenants, restrictions, easements, reservations or charges affecting the portion of said property in which the Building Site is located.

ARTICLE II

Members, Meetings, and Voting

Section 1. Eligibility. Only owners of Building Sites in River Plantation shall be members of this Association ("Members").

Section 2. Regular Meetings. Annual meetings of Members shall be held in January of each year. All such meetings of Members shall be held at such place in Montgomery County, Texas, and at such time and place as specified in the written notice of such meeting which shall be given to all Members at least ten (10) days, but not more than sixty (60) days, prior to the date of such meeting. At such meetings, the Members shall transact such other business of the Association as may properly come before them and the Members shall elect, by written and signed ballots, a Board of Directors in accordance with the requirement of Article III, Section 1, of these By-Laws.

Section 3. Special Meetings. Special meetings of the Members may be called by the President as directed by a resolution of the Board of Directors, or upon petition signed by a majority of Members and having been presented to the Secretary or Assistant Secretary of the Association. Said special meetings shall be called by delivering written notice to all Members not less than ten (10) days or more than sixty (60) days prior to the date of said meeting stating the date, time and place of said special meeting and the matters to be considered. Any such meetings shall be within sixty (60) days of receipt by the President of such resolution or petition.

Section 4. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail, facsimile or email to a Member at the address, fax number or email given to the Board by said Member for such purpose.

Section 5. Voting. The owners of each Building Site shall be entitled to cast only one (1) vote on matters for which the Members may vote. If a Building Site is owned by more than one (1) person or if such Building Site is owned by a corporation, partnership or other legal entity, then when requested by the Secretary, such owners must designate, in writing, one (1) person to cast the vote for that Building Site. Methods of voting shall be all methods allowed by law but the Board of Directors shall determine which voting method(s) to use.

Section 6. Quorum. A quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least ten percent (10%) of the votes entitled to be cast at said meeting. Notwithstanding anything contained herein to the contrary, the quorum requirement for a meeting of the Members, as such meeting pertains to the election of Directors, shall be those Members present, in person or by proxy, absentee ballot, electronic ballot or any other method of representative or delegated voting approved by the Board of Directors at such meeting.

Section 7. Rules of Meetings. The Board of Directors may prescribe reasonable rules for the conduct of all meetings of the Board of Directors and Members.

Section 8. Proxies. Votes may be cast by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution. All proxies must be filed with the Secretary of the Association before the appointed time of such meeting.

ARTICLE III **Board of Directors**

Section 1. Number, Election and Term of Office. The number of Directors of the Association ("Directors") shall be nine (9) provided that the number may be increased or decreased by an amendment to these By-Laws. At the 2015 annual meeting of the Members, two (2) Directors were elected to serve initial three (3) year terms, and two (2) Directors were elected to serve initial two (2) year terms. At the 2016 annual meeting of the Members, two (2) Directors were elected to serve initial three (3) year terms and one (1) Director was elected to serve an initial two (2) year term. At the 2017 annual meeting of the Members, one (1) Director was elected to serve an initial three (3) year term and one (1) Director was elected to serve an initial two (2) year term. As these initial terms expire, each Director position shall then be filled for terms of three (3) years each.

Section 2. Solicitation of Director Candidates. At least ten (10) days before the date the Association disseminates absentee ballots, proxy/ballots or other ballots to Members for purposes of voting in a Board member election, the Association shall provide notice to the Members soliciting candidates interested in running for a position on the Board in the manner provided in Chapter 209 of the Texas Property Code.

Section 3. Qualifications. Each Director shall be a Member (or, if a Member is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Member or such beneficiary is a corporation, partnership, or other legal entity, a Director may be an officer, partner or employee of such Member or beneficiary). If a Director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director and be deemed to have resigned and his or her place on the Board shall be deemed vacant.

Section 4. Vacancies. Any vacancy occurring on the Board caused by death, disability or resignation shall be filled by majority vote of the remaining Directors thereof, even though they may constitute less than a quorum. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds.

Section 5. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than seventy-two (72) hours' notice in writing to each Director, delivered personally or by mail, fax or email. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting. If required by law, Board meetings shall be open to the Members and notice shall be given to all Members as required.

Section 6. Removal. Any Director may be removed from office for cause by a majority vote of Members entitled to vote at any annual or special meeting of the Association, duly called, if allowed by law. If removed, then a replacement shall be elected as Director at such annual or special meeting by majority vote of Members entitled to vote, after nominations from the floor.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by a majority of the Members.

Section 8. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and, except as herein set out, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than thirty (30) days until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. Voting. An affirmative vote of a majority of those Directors present at a meeting at which a quorum is in attendance shall be necessary to transact business.

Section 10. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and River Plantation, and to change the name of the Association, if appropriate;
- (c) to formulate policies for the administration, management and operation of any property held for the use and benefit of all Members ("Common Properties");
- (d) to adopt rules and regulations, with written notice thereof to all Members, governing the administration, management, operation and use of the Common Properties, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair and replacement of the Common Properties and payments therefor, and to approve payment vouchers or delegate such approval to the officers or a managing agent;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Properties and to delegate any such powers to a managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (g) to care for vacant, unimproved and unkempt lots in River Plantation, remove and destroy grass, weeds and rodents therefrom, and any unsightly and obnoxious thing therefrom, and do any other things, and perform any labor necessary or desirable in the judgment of the Association to keep the property, and the land contiguous and adjacent thereto neat and in good order;
- (h) to enforce charges, restrictions, conditions and covenants existing upon and created for the benefit of River Plantation over which the Association has jurisdiction; the Association may pay all expenses incidental thereto; the Association may enforce the decisions and rulings of the Association having the jurisdiction over any of said property; the Association may pay all of the expenses in connection therewith;
- (i) to perform any and all lawful things and acts which the Association at any time and from time to time, shall, in its discretion, deem to be the best interests of River Plantation and the owners of the Building Sites thereon, and shall pay all costs and expenses in connection therewith;
- (j) to provide for garbage and rubbish collection and disposal;
- (k) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(l) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(m) to collect all assessments, fees and charges provided for in any covenants and restrictions imposed in River Plantation and to use the proceeds therefrom for the purposes set forth in such covenants and restrictions and in the Articles of Incorporation of the Association;

(n) to establish bank accounts which are interest bearing or non-interest bearing, and to otherwise invest the funds of the Association, as may be deemed advisable by the Board;

(o) to borrow money to fund and operate the Association, execute and deliver promissory notes and execute and deliver any and all other documentation necessary to properly document such borrowing, and to pledge and encumber the Common Properties in connection with any such loan(s);

(p) to enter such contracts and agreements relating to the providing of maintenance, management and operational services as the Board may deem advisable;

(q) to enter such leases and easements of portions of the Common Properties as the Board may deem advisable; and

(r) to exercise all powers and duties of the Members as a group referred to in Chapter 22, Nonprofit Corporations, of the Texas Business Organizations. Code, and all powers and duties of the Board referred to in these By-Laws;

(s) in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Association; and

(t) to exercise all powers and duties of the Association under the Declaration which are not otherwise specifically reserved to the Members.

Section 11. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Members.

Section 12. Electronic/Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, radio, television or other similar means of communication, provided the means permit the Director personally to participate in the meeting such that all Directors can hear and be heard by every other Director attending the meeting. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination as to whether a quorum is present. Except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Board members. Members are allowed to listen using any electronic or telephone communication method used or expected to be used by a Board member to participate, and the notice of the meeting shall include instructions for Members to access any communication method being used.

ARTICLE IV
Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President who shall be a Director and who shall preside over the meetings of the Board and of the Members, and who shall be the chief executive officer of the Association;

(b) a Vice President who shall act in the place and stead of the President in the event of his or her absence, inability or refused to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) a Secretary, who shall keep the minutes of all meeting of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent and who may also be Treasurer;

(d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(e) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Board at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

ARTICLE V
Amendments

The By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by the vote of a majority of all of the members of the Board of Directors; and the provisions of these By-Laws which are covered by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable, law.

ARTICLE VI
Fiscal Year

The fiscal year of the Association shall begin July 1 of each year unless otherwise fixed by the Board from time-to-time.

ARTICLE VII
Indemnification

Section 1. When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a Director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a Director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

(c) The Association shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a Director, officer, Member, committee member, employee, or agent of the

Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the By-Laws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Association or one or more Members, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

If the Association may indemnify a person under the By-Laws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 2. Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

(i) Majority vote of a quorum consisting of Directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the proceeding.

(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in Section 2(a)(i) or 2(a)(ii) or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.

(iv) Majority vote of Members, excluding Directors who are named defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the articles of incorporation, the By-Laws, or a resolution of Members or the Board of Directors that requires the indemnification permitted by Section 1, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the By-Laws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the Members of the Association. The report shall be made with or before the notice or waiver of notice of the next membership meeting, or with or before the next submission to Members of a consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE VIII **Association Dues**

Section 1. Garbage Service. The Board of Directors, on behalf of the Association, may contract with any one or more companies to provide for garbage service for the Building Site owners who agree to pay their reasonable share of the cost of such service. The Board of Directors shall determine the share of such garbage collection costs for each Building Site, and shall send periodic bills to all Building Site owners who subscribe for such service. For any owner who fails, for any reason, to pay the garbage service for their Building Site, the Association shall instruct its contractor to cease garbage collection services for such Building Site.

Section 2. Other Funds. In addition to charges for garbage collection services, the Association may, upon advanced determination by the Board of Directors and upon approval by the majority vote of the Members voting in person or by proxy at any regular or annual meeting of the Members, charge the Building Site owners additional sums to pay for matters for the benefit of River Plantation, such as bridge, culvert and road repair, weather damage repair, street signs, lights, and markings, office facilities and equipment for the Association, constructing and maintaining recreational facilities for the residents of River Plantation including, but not limited to, children's recreational areas and facilities, and hike and bike trails, and other similar items. Such additional items shall be billed to Building Site owners on any basis and at any time determined by the Board of Directors.

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. Should all or part of any Article of these By-Laws be in

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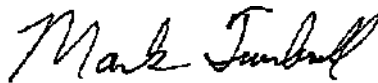


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

01/11/2018



County Clerk
Montgomery County, Texas