

RICHLAND MEADOWS HOMEOWNERS ASSOCIATION  
BY-LAWS

ADOPTED APRIL 1999  
(Amended July 2000 and December 2003)

ARTICLE I – NAME AND PURPOSE

Section 1. Name. The name of this organization shall be The Richland Meadows Neighborhood Association (referred to hereinafter as the “RMNA” or the “Association”). The principal office is located in the city of Richardson, Texas.

Section 2. Purpose. The purpose of the RMNA is to promote the stability, residential character, beauty and safety of the neighborhood and participate in the city crime watch program. The Association shall represent and speak for the concerns and opinions of its members as formulated in a democratic manner. The Association shall be a non-profit organization.

ARTICLE II-MEMBERSHIP

Section 1. Eligibility. Membership in the RMNA is desired of all residents in the neighborhood, but is not mandatory. Membership in the Association shall be open to all persons who reside in or own residential dwellings along the east side of Audelia Road from Centennial Road, south to Buckingham, and east to the Railroad right of way, within the city limit of Richardson, Texas. These homes do not have to contact Audelia Road, Buckingham or Centennial, but must be in the immediate vicinity. Voting membership is restricted to persons who own property in the above-described neighborhood and have paid their annual dues.

Section 2. Member Action. Members are encouraged to attend and participate as private citizens in meetings of governmental committees, commissions and boards. However, no one may act or speak in the name of the RMNA unless authorized to do so in advance by the Board of Directors. Members disagreeing with any RMNA position shall not identify themselves as an Association member if publicly speaking in opposition.

Section 3. Definition of Ownership/Owner. The term "Ownership" and/or "Owner" shall mean one or more persons or entities, of the contract title to any home which is located in, and is part of, the property described in Section 1 of this article, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III - OFFICERS

Section 1. Officers, Election and Term Of Office. The officers of the RMNA shall be President, Vice President, Secretary and Treasurer. Each shall be elected for a term of one year by the general membership at the annual business meeting and shall take office on April 1.

Section 2. The President. The President shall preside at all meetings of the Association and at all meetings of the Board of Directors. The President shall be a member of all committees, ex-Officio, except for the Nominating Committee. Only the President, or someone designated by the Board, shall speak for the Association.

Section 3. The Vice President. The Vice President shall fulfill the duties of the President in case of the President's absence or inability to serve, and shall perform such other duties as requested by the President or the Board.

Section 4. The Secretary. The Secretary shall keep records of the meetings and work of the Association and take minutes of Board Meetings, regular membership meetings, and any special meetings and act as Secretary of the Board of Directors.

Section 5. The Treasurer. The Treasurer shall collect all monies due the Association, keep an accurate record thereof, deposit same in the bank in the name of RMNA, pay all funded bills incurred by the Association, present a report at each Board meeting, at the annual business meeting, and at any time upon request. All checks shall be signed by the Treasurer and the President, or the Treasurer and the Vice President.

Section 6. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary/Treasurer. 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 shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy may serve for the remainder of the term of the Officer he replaces.

#### ARTICLE IV – BOARD OF DIRECTORS

Section 1. Number, Manner of Selection, and Term of Office. The Board of Directors shall consist of the Officers of the RMNA and five elected Directors. The Board of Directors shall be elected by the general membership at each annual business meeting, shall serve for a term of one year, and shall take office on April 1.

Section 2. Qualifications. Only voting members of the RMNA shall serve on the Board. Only one member of a household at a time shall be on the Board.

Section 3. Vacancies and Removal. Vacancies on the Board may be filled, until the next annual meeting, by majority vote of the remaining members of the Board. Three consecutive absences from Board meetings may be deemed a resignation. In the event of death, resignation, or removal of a Director, the appointed Director shall serve for the remaining term of his

predecessor. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the RMNA.

Section 4. Powers and Duties. The Board of Directors shall set policy and conduct the business of the Association. The Board shall plan and direct the work necessary to carry out the programs adopted by the membership. The Board shall designate special committees as deemed necessary.

Section 5. Board Meetings. There shall be at least four regular meetings of the Board of Directors annually. The President may call special meetings of the Board; a special meeting will be called upon the written request of three members of the Board.

Section 6. Quorum. A majority of the members of the Board of Directors shall constitute a quorum.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V - FINANCIAL ADMINISTRATION

Section 1. Fiscal Year. The fiscal year shall be from January 1 to December 31.

Section 2. Dues. Annual dues shall be \$25.00 per household payable when joining; payment shall be to the Association Treasurer. Dues shall then be payable each year by January 1. An annual budget should be adopted by the membership.

Section 3. Books and Records. The books, records, and papers of the Association shall be made available during reasonable business hours for inspection by any voting members of the RMNA.

#### ARTICLE VI - MEETINGS

Section 1. General Membership. There shall be a minimum of one meeting of the general membership each year. The time and place of this meeting shall be determined by the Board of Directors.

Section 2. Annual Business Meeting. An annual business meeting shall be held between February 1 and March 16 of each year. The exact date of this meeting shall be determined by the Board of Directors. The purpose of the annual business meeting shall be to:

- a. Elect Officers, Directors and members of the Nominating Committee, and
- b. Transact such other business as may properly come before it.

Section 3. Quorum. Fifteen percent of the paid voting membership shall constitute a quorum at the annual business meeting of the RMNA.

Section 4. Special Meetings. Special meeting of the membership may be called at any time by the President or by the Board of Directors or upon written request of fifteen percent (15%) of the members who are entitled to vote.

Section 5. Notice of Meeting. Written notice of each meeting of the membership shall be given by, or at the direction of the Secretary/Treasurer or person authorized to call the meeting, by delivering a copy of such notice at least seven (7) days before such meeting to each member household entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, purpose of the meeting, and an agenda if appropriate.

#### ARTICLE VII - NOMINATIONS, ELECTIONS AND VOTES

Section 1. Nominations. Nominations for officers shall be taken from the floor.

Section 2. Elections. The election shall be by ballot, provided that when there is but one nominee for each office, it may be moved to elect by acclamation. A majority of those qualified to vote and voting shall constitute an election.

Section 3. Number of Votes Per Household. One vote per adult with a maximum of two votes per household in good standing and attending will be permitted. Absentee or proxy voting shall be permitted by written proxy submitted in person to a Board Member.

#### ARTICLE VIII - PARLIAMENTARY AUTHORITY

Section 1. Parliamentary Rules. The rules contained in Robert's Rules of Order, Newly Revised, shall govern the Association in all cases to which they apply, and in which they are consistent with the By-laws of the Association.

#### ARTICLE IX - AMENDMENTS

Section 1. Amendments. These By-laws may be amended at a regular, special, or annual meeting of the members, by a two-thirds majority of a quorum of voting members present in person, providing that the amendments are submitted to the Board and to the membership at least thirty days before the date of the said meeting.

ARTICLE X - ARCHITECTURAL APPROVAL

Section 1. Responsibility. The Association has responsibility for insuring that the “Declarations and Covenants, Conditions, and Restrictions for Richland Meadows, First Section, in the City of Richardson, Texas” and the “Declarations and Covenants, Conditions, and Restrictions for Richland Meadows, Phase II in The City of Richardson, Texas” (referred to hereafter as “The Declarations”) as filed with Dallas County, Texas, are strictly adhered to.

Section 2. Administration. Architectural approval will be administered by a seven person “Declarations and Covenants Committee” appointed by the Board of Directors. Each member of the “Declarations and Covenants Committee” must be current voting members of The Association. Two members of the “Declarations and Covenants Committee” will be appointed by the Board of Directors to the “Architectural Control Committee”, which is the legal body for the administration of the Declarations and Covenants. The two members of the “Architectural Control Committee” must sign the following “Agreement for Service on Richland Meadows Neighborhood Association Architectural Control Committee”.

**AGREEMENT FOR SERVICE  
ON  
RICHLAND MEADOWS  
NEIGHBORHOOD ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE**

I, \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 200\_

do hereby accept the responsibility of serving on the Architectural Control Committee of the Richland Meadows Neighborhood Association.

In exchange for being appointed to the Architectural Control Committee, I hereby agree to the following:

A) to serve as a representative of the owners of the properties in the Richland Meadows sub-division in the City of Richardson, County of Dallas, State of Texas, for the approval or disapproval of any plans or specification for new construction or modifications to existing structures, in accordance with the “Declaration and Covenants, Conditions, and Restrictions for Richland Meadows, First Section in the City of Richardson, Texas” and the “Declarations and Covenants, Conditions, and Restrictions for Richland Meadows, Phase II in the City of Richardson, Texas” which have been filed in the County of Dallas, Texas;

B) that any decision that I issue concerning the approval or disapproval of any request must have been previously approved by a majority of the seven-member Declarations And Covenants Committee of the Richland Meadows Neighborhood Association;

C) to serve on the Architectural Control Committee until I resign or until I am requested to resign by a majority of the seven-member Declarations and Covenants Committee of the Richland Meadows Neighborhood Association;

D) to appoint any person designated by a majority of the Declarations and Covenants Committee to be the new member of the Architectural Control Committee in the event of resignation or removal of the other member of the Architectural Control Committee; and

E) to appoint the entire Declarations and Covenants Committee of the Richland Meadows Neighborhood Association as my representative on the Architectural Control Committee pursuant to Section 13 of the “Declarations and Covenants, Conditions, and Restrictions for Richland Meadows, First Section in the City of Richardson, Texas” and the “Declarations and Covenants, Conditions, and Restrictions For Richland Meadows, Phase II in the City of Richardson, Texas.”

Furthermore, I understand and agree that the terms stated herein are material to this agreement and any breach of the terms of this agreement may be enforced by injunctive relief or any other relief available to the non-breaching party.

Section 3. Quorum. Five members of the “Declarations and Covenants Committee” will constitute a quorum.

Section 4. Appointment and Term of Appointment. The members of the “Declarations and Covenants Committee” will be appointed by the Board of Directors of the Association. Membership on the “Declarations and Covenants Committee” is active until removal as specified in Section 5 below or by resignation.

Section 5. Resignation and Removal. Any member of the “Declarations and Covenants Committee” may be removed from office with or without cause by the Board of Directors of the Association. Any member may resign at any time by giving written notice to the Board of Directors. Such resignation will take effect on the date the written notice is received by the Board of Directors or at any later time specified therein, and unless otherwise specified therein, the acceptance of such shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy on the “Declarations and Covenants Committee” will be filled by appointment by the Board of Directors.

Section 7. Compensation. No member of the “Declarations and Covenants Committee” will receive any compensation for any service he may render to the Committee or to the Association.