

- (f) tax returns and audit records shall be retained for seven years.
12. A member of the Association who is denied access to or copies of Association books or records to which the member is entitled under this Article of these Bylaws may file a petition with the justice of the peace of a justice precinct in which all or part of the property that is governed by the Association is located requesting relief in accordance with this Article of these Bylaws. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:
- (a) a judgment ordering the Property Owners' Association to release or allow access to the books or records;
 - (b) a judgment against the Property Owners' Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or
 - (c) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded from any future regular or special assessments payable to the Property Owners' Association.
13. If the Property Owners' Association prevails in an action under Section 12 of this Article of the Bylaws, the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.
14. On or before the 10th business day before the date a person brings an action against the Association under this section, the person must send written notice to the Association of the person's intent to bring the action. The notice must:
- (a) be sent verified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 209.004; and
 - (b) describe with sufficient detail the books and records being requested.
15. For the purposes of this Article of these Bylaws, "business day" means a day other than Saturday, Sunday, or a state or federal holiday. (Source: Section 209.005, Texas Property Code)

ARTICLE IX – Use of Adjacent Lots

1. This Article is intended to comply with Section 209.015, Texas Property Code, and the Board of Directors is authorized to adopt such rules, regulations and resolutions to affect the intent of this Article.
2. As used in this Bylaws, "Adjacent lot" means: (A) a lot that is contiguous to another lot that fronts on the same street; (B) with respect to a corner lot, a lot that is contiguous to the

- corner lot by either a side property line or a back property line; and/or (C) if permitted by the dedicatory instrument, any lot that is contiguous to another lot at the back property line.
3. As used in these Bylaws, "Residential purpose" with respect to the use of a lot: (A) means the location on the lot of any building, structure, or other improvement customarily appurtenant to a residence, as opposed to use for a business or commercial purpose; and (B) includes the location on the lot of a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well and, if otherwise specifically permitted by the dedicatory instrument, the parking or storage of a recreational vehicle.
 4. An owner must obtain the approval of the Architectural Control Committee, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building, structure, or other improvement for the residential purpose on an adjacent lot.
 5. An owner who elects to use an adjacent lot for residential purposes under this section shall, on the sale or transfer of the lot containing the residence: (a) include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or (b) restore the adjacent lot to the original condition before the addition of the improvements allowed under this section to the extent that the lot would again be suitable for the construction of a separate residence as originally platted and provided for in the conveyance to the owner.
 6. An owner may sell the adjacent lot separately only for the purpose of the construction of a new residence that complies with existing requirements in the dedicatory instrument unless the lot has been restored as described by Subsection (5)(b) of this Article.
 7. The Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts the owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property owner.

ARTICLE X – Maintenance Fees

1. The membership of the Association at the annual meeting may determine the annual maintenance fee to be collected for the purposes set forth in the restrictions for RIVERSIDE LAKELAND SUBDIVISION. The passage of this maintenance fee amount will require a majority of the membership present or represented by proxy at the annual meeting. Notice of the proposed maintenance fee must be set forth in the Notice given to all members of such annual meeting as required by these Bylaws. In the event of failure of the members to agree upon a maintenance fee at the annual meeting, the maintenance fee determined at the annual meeting of the members the previous year will be the amount

- of maintenance fee for that year. In no event may the amount of maintenance fees be less than the amount of maintenance fees for the previous year.
2. Maintenance Fees shall be payable for the then-current fiscal year between July 1st and July 31st of such year. Payments shall be made to "RIVERSIDE LAKELAND PROPERTY OWNERS ASSOCIATION" at P.O. Box 172, Riverside, Texas 77367, or may be paid in person to the Treasurer.
 3. Maintenance fees shall become delinquent if not paid by July 31st in the year such fees are due. Any delinquent fees are subject to interest of twelve (12%) percent per annum, or the highest legal rate provided by law if less than twelve (12%) percent per annum. The Board of Directors may take such legal action, and enter into settlements thereof, against any member delinquent in payment of the Maintenance Fees due and all costs incurred in collecting such fees, including attorney's fees, will be assessed against such delinquent member before the member will be entitled to exercise any voting privileges in the Association.
 4. Any member delinquent in payment of any maintenance fee or other fees due on the record date of any meeting, as determined by these Bylaws, shall not be entitled to vote at any meeting of the members, whether annual or special, and shall not be entitled to hold any directorship or office of the Association.

ARTICLE XI – Transfer Fees

Any anticipated Purchaser(s), transferee(s), and/or assignee(s) of record title to any property within Riverside Lakeland Subdivision, shall, sufficiently in advance to taking title to such property so as to receive such resale certificate, request from the Association, through the person or entity managing the Association as reflected in the Association's management certificate, a resale certificate in accordance with Chapter 207 of the Texas Property Code. Any purchaser, transferee, or assignee of record title to any property within Riverside Lakeland who fails or declines to obtain such certificate shall hereby be placed on notice of her/his obligation to correct all deed restriction violations on such property and pay any past due assessments, special assessments, and other charges assessed in accordance with the governing documents of the Association.

ARTICLE XII – Special Assessments

1. Each member is obligated to pay to the Association, in addition to the maintenance fees as set forth in the Deed Restrictions, Contracts for Sale, and these Bylaws, special assessments for major street repairs and upkeep of their lots. Such special assessments shall be assessed against such lot owners under the conditions set forth in these Bylaws. Failure to pay the assessments on or before the date of notice shall be treated the same as failure to pay the maintenance fees, as provided by these Bylaws.

2. The Board of Directors may assess the charge of mowing and clean-up of any lot within the subdivision if the owner of said lot fails to mow and clean-up the lot after notice. The Board of Directors shall, upon resolution duly adopted, give the owner of any lot the Board of Directors deems in need of mowing and clean-up, thirty (30) days, upon receipt of notice, within which to mow and clean-up the lots. Such notice shall be by certified mail, return receipt requested, to the last address of said lot owners on the membership list of the Association. Notice shall be deemed perfected if the lot owner refuses to accept, or fails to claim, the letter.
 - (a) Assessment fees become delinquent if not paid within sixty (60) days upon receipt, and are subject to the penalties provided for by these Bylaws.
3. The members of the Association, may, by majority vote at a special or annual meeting, make assessments against each member for major street or public utility repairs and/or construction. Notice of any such assessment must be given in the Notice of the meeting. Such assessments will be governed the same as for the assessment of maintenance fees as provided by these Bylaws.
4. Establishment of Special Assessment for Capital Projects. In addition to the Maintenance Fee assessment set forth in the Restrictions, the members of the Association may adopt a special assessment for capital projects, in such amount as may be established by the Association at a special or annual meeting at which notice for an election for the assessment of said Special Assessment is given. Should the special assessment be approved by a two-third (2/3) vote of the members, represented in person or by proxy, of the Property Owners Association at the annual meeting of the Property Owners Association, then the Special Assessment shall become effective on the date noticed, with the proceeds from such special assessment being ear-marked for the specific purpose set forth in the notice of such election. Said Special Assessment shall be secured by a lien against said lot, and failure to pay said Special Assessment shall constitute a foreclosure lien against said lot. This lien is in the form of an assessment to run with the ownership of said lots.
 - (a) The Special Assessment shall be deemed delinquent if not paid within sixty (60) days of the date set forth in the notice as being the date the Special Assessment is due.
5. Purpose of Special Assessment. The Special Assessment shall be used for only the following purposes:
 - (a) To defray, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas, including but not limited to the streets and roads in the Subdivision, owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;

- (b) For maintenance and improvement of Common Areas owned by the Association; and/or
- (c) For such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.

ARTICLE XIII – Miscellaneous Provisions

1. Non-Use of Facilities or Services. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any of the facilities or services provided by the Association or by abandonment of his lot.
2. Contracts.
 - a. These Bylaws are intended to comply with Section 209.0052 of the Texas Property Code.
 - b. Except as otherwise provided by these Bylaws, the Board of Directors may authorize any other Director or Directors, Officer or Officers, agent or agents of the Association, in addition to the Officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.
 - c. The following conditions control any transactions between the Association and any of these: (1) a current director (2) a person related to a current director by consanguinity or affinity within three degrees (3) a company in which a current director has a 51% share of the profits (4) a company in which a director's third degree relative has a 51% share of the profits.
 - d. The Association may enter into an enforceable contract with a current association board member, a person related to a current association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current association board member has a financial interest in at least 51 percent of profits, or a company in which a person related to a current association board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits only if the following conditions are satisfied: (1) the board must receive at least two (2) other bids from disinterested bidders for the contract from persons not associated with the board member, relative, or company, (if reasonably available in that market); (2) the interested director does not have access to the other bids and does not participate in discussion or voting; (3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the association board; (4) the board, in good faith and with ordinary care, authorizes the contract by an

affirmative vote of the majority of the board members who do not have an interest governed by this subsection; and (5) a resolution certifying that the conditions required by Section 209.0052 have been fulfilled is approved by a majority of disinterested directors.

e. The following is a summary regarding what the degrees of consanguinity (blood) and affinity (marriage) mean:

- (1) First Degree by consanguinity: parents; children;
- (2) First Degree by affinity: Spouses of relatives listed above; spouse; spouse's parents; spouse's children; stepparents; stepchildren;
- (3) Second Degree by consanguinity: Grandparents; grandchildren; brothers & sisters;
- (4) Second Degree by affinity: Spouses of relatives listed above; spouse's grandparents; spouse's grandchildren; spouse's brothers & sisters;
- (5) Third Degree by consanguinity: Great grandparents; great grandchildren; nieces & nephews; aunts & uncles; and
- (6) Third Degree by affinity: Spouses of relatives listed above; spouse's great grandparents; spouse's great grandchildren; spouse's nieces & nephews; spouse's aunts & uncles.

3. Checks. All checks, drafts, or orders for the payment of money, notice or other evidence of indebtedness, issued in the name of the Association shall be signed by the President and the Treasurer of the Association, unless otherwise directed by the Board of Directors.
4. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.
5. Gifts. The Board of Directors may accept on behalf of the Association, any contributions, gifts, bequests or devises for the general purpose or for any special purpose of the Association, and give written evidence of such contribution, gift, bequest, or devise to such donor.
6. Fiscal Year. The fiscal year of the Association shall begin on the first day of July of each year and end on the last day of June in each year.
7. Seal. The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal" or a star.
8. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act, or under the provisions of the Articles of Incorporation, or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to

such notice, either before or after the time stated therein, shall be deemed to be the giving of such notice.

9. Dividends. No dividends shall be paid and no part of the income of the Association shall be disbursed to its Members, Directors, or Officers. The Association may pay compensation in a reasonable amount to its Members or Officers for services rendered, but only as permitted by the applicable statutes.
10. Indemnification. Except as may otherwise be provided Section 8.051, Texas Business Organizations Code, or as may be ordered by a court pursuant to Section 8.052, Texas Business Organizations Code, the Association shall indemnify any Director, Officer, or employee of the Association, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceedings, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, Officer, or employee (whether or not a Director, Officer, or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be judged in such action, suit, or proceedings to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, Officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, Officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, Officer, or employee may be entitled by law or under any Bylaw, agreement, vote of Members or otherwise. Nothing in this Section shall prevent permissive indemnification as authorized by Section 8.01 through 8.152, Texas Business Organizations Code.
12. Online Subdivision Information. The Association shall make dedicatory instruments relating to the association or subdivision and filed with the County Clerk records available on a website if the association has, or a management company on behalf of the association maintains, a publicly accessible website. (Source: Section 207.006, Texas Property Code).
13. Texas Property Code Controls. To the extent that any of these Bylaws conflict with the provisions of the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code shall control.

ARTICLE XIV - Definitions

1. Association. "Association" shall mean and refer to the RIVERSIDE LAKELAND PROPERTY OWNERS ASSOCIATION, a nonprofit corporation organized under the laws of Texas, its successors and assigns.

2. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.
3. Common Facilities. "Common Facilities" shall mean the roads, street lights, parks, and entrance features of the Subdivision, and landscaped areas established by the Developer for use as Common Facilities.
4. County Clerk. "County Clerk" shall mean the County Clerk of Walker County, Texas.
5. Declarations and/or Restrictions. "Declarations" and/or "Restrictions" shall mean the declarations and restrictions filed of record with the County Clerk for the Subdivision.
6. Dedicator Instrument. "Dedicator Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the RIVERSIDE LAKELAND PROPERTY OWNERS ASSOCIATION, and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration." Dedicator Instrument further shall mean the Articles of Incorporation (now known as Certificate of Formation), Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.
7. Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.
8. Electronic ballot. "Electronic ballot" means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. (Source: Section 209.00592 (d), Texas Property Code).
9. Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.
10. Maintenance Charge. "Maintenance Charge" shall mean the periodic charge collected by the Association, (also known as maintenance fee) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.
11. Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of Maintenance Charges by the Owners.
12. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.
13. Owner. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

14. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.
15. Record Date. Record Date shall be the business date preceding the date on which notice of the meeting is mailed. (Source: Section 6.101, Texas Business Organizations Code).
16. Regular Assessment. "Regular Assessment" and/or "Annual Charge" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions, and include maintenance charges and maintenance fees.
17. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as established by the Members at an annual or special meeting of the members of the Association at which a quorum is present and at which at least thirty (30) days' notice is given of the intent to establish a Special Assessment and which action of the Members authorizes the Association to charge for:
 - (a) Defraying, in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, repair, or replacement of a capital improvement in the Common Areas owned by the Association, including the necessary fixtures and personal property related to such Common Areas, to the extent such expense is not sufficiently provided for with Regular Assessment funds;
 - (b) Maintenance and improvement of Common Areas owned by the Association; and/or
 - (c) Such other purposes of the property owners' association as stated in the Association's Certificate of Formation or the dedicatory instrument for the Subdivision.
18. Subdivision. "Subdivision" shall mean the Riverside Lakeland Subdivision, Walker County, Texas, as shown on the respective Plats on file with the County Clerk's office.
19. 1 T.A.C. Texas Administrative Code

ARTICLE XV – Amendment to Bylaws

1. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the members entitled to vote, present at any annual meeting or any special meeting called for that purpose, where a quorum is present, if at least ten (10) days written notice is given on the intent to alter, amend, or repeal, or adopt new Bylaws at such meeting.

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THESE BYLAWS have been voted on and adopted by a majority vote at which a quorum was had by the Members of the Association at a special meeting of the Association held on July 8, 2023.

[Handwritten Signature]

John McCann, President

[Handwritten Signature]

Dennis Hollingsworth, Vice-President

[Handwritten Signature]

Robin Cooksey, Treasurer

[Handwritten Signature]

C.W. Lorenz, Director

[Handwritten Signature]

Fraser Stanley-Jones, Secretary

THE STATE OF TEXAS §

COUNTY OF WALKER §

This instrument was acknowledged before me on the 8th day of July, 2023, by

John McCann, Dennis Hollingsworth, Robin Cooksey, C.W. Lorenz, Fraser Stanley-Jones Directors of Riverside Lakeland Property Owners Association.

[Handwritten Signature]
Notary Public, State of Texas

