

BYLAWS OF
RIVERHILL OAKS HOMEOWNERS ASSOCIATION
A Non-Profit Corporation located in the County of Kerr, Kerrville, Texas

INDEX/TABLE OF CONTENTS

DEFINITIONS	Pages 4-5
ARTICLE I - PURPOSE & PARTIES	Page 5
1-Purpose of Association	
2-Purpose of Bylaws	
3-Non-Profit Status	
4-Compensation	
5-Use of Facilities	
ARTICLE II - BOARD OF DIRECTORS	Pages 5-9
1-Number & Qualifications	
1a-Co-Owners	
1b-Cohabiting	
1c-Residency Requirement	
2-Election and Term of Office	
2a-Length of Term	
3-Vacancies, Resignation	
4-Removal of Director(s)	
5-Absences, Delinquency	
5a-Unexcused Absence	
6-Power and Duties:	
6a-Administer/Enforcement	
6b-Establish/Enforce	
6c-Acquire/Construct/Manage	
6d-Insure/Keep Insured	
6e-Protect/Defend	
6f-Borrow Funds	
6g-Dedicate/Transfer Common Properties	
6h-Borrow Money	
6i-Establish Bank Account	
6j-Enter into Contracts	
6k-Make Repairs/Alterations/Improvements to Common Properties	
6l-Keep/Maintain Books	
6m-Designate Personnel for Common Properties maintenance/operation	
6n-Prepare/File Taxes; Percentages of Income/Expenditures Defined	
6o-Special Assessments for Capital Improvement	
7-Record Keeping & Copying Policies	
ARTICLE III - OFFICERS AND AGENTS	Pages 9-11
1-Officer Designation Items	
2-Election of Officers	
3-Resignation & Removal of Officers	
4-Vacancies	

- 5-Duties of Officers
- 6-Authorized Registered Agent
- 7-Fidelity Bonds

ARTICLE IV - COMMITTEES Pages 11-13

- 1-Audit Committee
 - 1a-Eligibility
 - 1b-Deadline for Submittal to Board
 - 1c-Review Process, Internal Controls
- 2-Architectural Review Authority
 - 2a-Eligibility Requirements (per State)
 - 2b-Application Provided by Committee
- 3-Nominating Committee
- 4-Pond/Well Committee (responsibilities defined)
- 5-Other Committees
 - 5a-Assignment of Members/Non-Members
 - 5b-Reporting to Secretary (Special Forms)
 - 5c-Hiring of Contractor(s)
- 6-Vacancies

ARTICLE V - MEETINGS OF THE ASSOCIATION Pages 13-15

- 1-Conduct of Meetings
- 2-Open Meetings
- 3-Regular/Special Board Meetings
 - (Includes Executive Session Requirements)
 - 3a-Non-Director Member Participation Rules
- 4-Quarterly Board Meeting
- 5-Notice of Meetings
 - 5a-Presentation of Financials
- 6-Place of Meeting
- 7-Annual Meeting
 - 7a-Director Vote By Ballot
 - 7b-Member Eligibility
- 8-Organizational Meeting
- 9-Special Meetings
- 10-Quorum
- 11-Notice of Meetings
 - 11a-Posted on Website
- 12-Order of Business
- 13-Waiver of Notice
- 14-Compensation

ARTICLE VI - VOTING, QUORUM, PROXIES Pages 15-16

- 1-Membership
- 2-Majority of Owners
- 3-Written Notice
- 4-Quorum
- 5-Required Quorum Not Present
- 6-Proxies
 - 6a-Purpose of Meeting

- 6b-Filed with Secretary
- 6c-Revoked
- 6d-Designated for Adjourned Meeting
- 7-Vote by Ballot (various topics)
- 8-Voting Requirements for Certain Items

ARTICLE VII - OBLIGATIONS OF OWNER Pages 16-18

- 1-Ownership of Lot
 - 1a-Purchase of Lot Denotes Membership
 - 1b-Owners Entitled to One Vote
- 2-Proof of Ownership
- 3-Owner(s) Address
 - 3a-Name of Contact for Emergency Purposes
- 4-Assessment
- 5-Compliance with Documents
 - 5a&5b-Owner Gives Board Approval to Manage Etc
- 6-ARA
- 7-Termination of Ownership
- 8-Lien, Lien Affidavit
- 9-Insurance

**ARTICLE VIII - INSURANCE REQUIREMENTS, INDEMNIFICATION
OF OFFICERS, DIRECTORS, OTHERS Pages 18-19**

ARTICLE IX - FISCAL MANAGEMENT Pages 20

- 1-Accounts
- 2-Fiscal Year

ARTICLE X - EXECUTION OF DOCUMENTS Page 20

ARTICLE XI - AMENDMENT TO BYLAWS Page 20

- 1-Manner of Amendment
 - 1a-Wording of Amendments
 - 1b-Adoption by Members

ARTICLE XII - CONFLICTING OR INVALID PROVISIONS Page 20

**AMENDED BYLAWS
OF THE
RIVERHILL OAKS HOMEOWNERS ASSOCIATION
*A Non-Profit Corporation located in the County of Kerr, Kerrville, Texas***

Riverhill Oaks Homeowners Association, Charter #01367998-01
Original Certificate of Incorporation Dated August 31, 1995
Approved January 31, 2024
Superseding and Replacing all Prior Bylaws in their Entirety

DEFINITIONS.

The following Words and Phrases shall have specified meanings when used in these Bylaws. Note that certain Words and Phrases are also defined in the Declaration of Covenants, Conditions and Restrictions as well, and shall have the same meaning, unless defined specifically in the Declaration.

1. **ARA** shall mean Architectural Review Authority as defined in the Declaration.
2. **Assessment** shall mean a regular assessment, special assessment, or other amount a property owner is required to pay a property owners association under the dedicatory instrument or by law.
3. **Association** shall mean and refer to RIVERHILL OAKS HOMEOWNERS ASSOCIATION (ROHA).
4. **Board** shall mean the governing body of a property owners association or a homeowners association; **Board of Directors/Director** shall mean a Director or Directors of the Association.
5. **Common Properties/Common Elements** shall mean and refer to those areas of land specifically designated in the Declaration.
6. **Declaration** shall mean an instrument filed in the real property records of a county which includes restrictive covenants governing a residential subdivision.
7. **Dedicatory Instruments/Governing Documents** shall mean Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions, and other dedicatory instruments, Rules/Regulations of the Association when specifically applied in Bylaws, Robert's Rules of Order, and including State and its various departments regulating HOAs, County, City laws and ordinances. (It is to be noted that certain portions of previous Bylaws have been moved to Declaration, and, many current Bylaw Items are further detailed in Declarations as well)
8. **Lots** shall mean a parcel of land, and refer to each of the Lots within the Property as defined in the Declaration.
9. **Member** shall mean a Member of the Association by virtue of being a recorded Owner of a Lot, and as defined in these Bylaws as **Obligations of Owner**, and further in the Declaration.
(a) When applicable, same Word may be applied as a Member of the Board, or Committee of Association when used in that specific context.
10. **Officer** shall mean Officer of the Association: President, Vice-President, Secretary, Treasurer.
11. **Owner** shall mean a person(s) who holds record title to property.
12. **Resident** shall mean the Occupant(s) of a Lot, whether or not a Member.

ARTICLE I - PURPOSE & PARTIES

1. **PURPOSE OF ASSOCIATION:** The purpose for which the Association is formed is to govern Riverhill Oaks Homeowners Association, situated in the County of Kerr, State of Texas, which property is described in that certain Declaration of Covenants and Restrictions (CC&Rs) for Riverhill Oaks Subdivision, Kerrville, Texas (hereinafter referenced as "Declaration"). All definitions and terms contained in said Declaration shall apply hereto and are incorporated herein by reference.
2. **PURPOSE OF BYLAWS:** The Purpose of these **Amended Bylaws** is to provide for the governance of the Riverhill Oaks Homeowners Association, whose members consist of the Owners of Lots located in said County within the limits as defined in the Declaration for Riverhill Oaks Subdivision, Kerrville, Texas and recorded in the public records of Kerr County, Texas, which may be amended further from time to time.
3. **NON-PROFIT STATUS:** This Association is not organized for profit.
4. **COMPENSATION:** No Member, member of the Board, Officer or person from whom the Association may receive any property or funds shall receive, or shall be lawfully entitled, to receive any pecuniary profit from the operation thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, distributed to, or inure to the benefit of any member of the Board, Officer or Member; provided however:
 - (1) that reasonable compensation may be paid to any Member, Director or Officer while acting as an agent, or employee, of the Association for services rendered in effecting one or more of the purposes of the Association, and
 - (2) that any Member, Director or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.
5. **USE OF FACILITIES:** All present or future Owners of any Lot, or any other person who might use in any manner the facilities of the Association, are subject to the provisions and regulations set forth in these Bylaws, the Declaration and/or other Governing Documents.

ARTICLE II - BOARD OF DIRECTORS

In performing their duties, Directors are required to exercise certain standards of care and are subject to various provisions of State Law, under the TNPCA (Texas Non-Profit Corporation Act and Texas Business Organizations Code.

1. **NUMBER AND QUALIFICATIONS:** The Board of Directors (hereinafter called Board) shall be comprised of five (5) members of the Association who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.
 - 1a. Co-owners of a Lot may not serve on the Board at the same time.
 - 1b. A person may not serve on the Board if the person cohabitates at the same primary residence with another board member of the Association.
 - 1c. A majority of the members of the Board are required to live in the subdivision, but not all. Except as noted, a Board member is not required to be a member to be eligible to serve.
2. **ELECTION AND TERM OF OFFICE:** The term of Office of Director shall be fixed at two (2) years. Two (2) Directors shall be elected one year and three (3) Directors shall

be elected the following year, so that there is a fixed number of Directors at five (5).

At no time shall there be less than 3 Directors as stated in Articles of Incorporation.

- 2a. Directors shall serve no more than two consecutive terms, however a Director may run again for election after being off the Board for one year or longer. Each Director, including a Director elected to fill a vacancy or elected at a special meeting of Members, shall hold office for the term for which elected and until a successor has been elected and qualified.
3. **VACANCIES, RESIGNATION:** Vacancies in the Board caused by illness, death, resignation or disqualification, i.e. by any reason other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors even though they may constitute less than a quorum; each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. A Director may resign at any time by providing **Written Notice to Association**.
4. **REMOVAL OF DIRECTOR(S):** At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. If the Director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the director.
5. **ABSENCES, DELINQUENCY:** Per Texas Property Code, a home owners' association may not bar a property owner from voting in an Association Election solely based on the fact that: (1) there is a pending enforcement action against the property owner; or (2) the property owner owes the Association any delinquent assessments, fees, or fines. For additional information, reference is made to Declarations Article III, Section 2 (d).
- 5a. A Director may not continue to serve if that Director has three (3) unexcused absences (i.e. illness, death of family member), nor be in violation of any of the Governing Documents. That Director may be suspended from serving but have the right to appeal to the Board within 30 days of Notice.
6. **POWER & DUTIES** See Also Specific Officer Duties: The Association, acting through the Board, shall have the powers and authority to perform duties necessary for the administration of the Association, including operation and maintenance as required or permitted by Law and/or Governing Documents. The Association may perform any and all things that are lawful and that are necessary, proper or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in Governing Documents. Such powers and duties of the Board shall include, but shall not be limited to, those items and responsibilities as found in duties of Officers shown in Article III.
- 6a. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration, the Articles of Incorporation, Bylaws of the Association, supplements and Amendments thereto.
- 6b. To establish, make, and enforce compliance with reasonable rules and regulations as may be necessary for the administration, operation, and use of Association members, residents, and guests, with the right to amend same from time to time. Provided however, that such rules may not be in conflict with Governing Documents, or TNPCA

(Texas Non-Profit Corporation Act).

- 6c. To acquire, construct, manage, maintain and keep in good order, condition and repair all of the Common Elements, as defined in the Declaration, of the entire premise, except as such duty may be specifically designated herein to each Owner.
- 6d. To insure and keep insured all of the insurable Common Properties of the Association in an amount equal to their maximum replacement value as provided in the Declaration. Responsibility for this action shall be designated at Organizational Meeting following selection of Officers.
- 6e. To protect and defend the entire Association from loss and damage by suit or otherwise.
- 6f. To borrow funds in order to pay for any expenditures or outlay required pursuant to authority granted by the provisions of the Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board may deem necessary. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as their Common Interests. Reference is made to Assessments found in Declaration & Bylaws Article III Treasurer.
- 6g. The right of the Association to dedicate or transfer all of any part of the Common Properties to any public agency, authority, or utility for such purposes and upon such conditions as the Board of the Association may determine, subject to the affirmative vote of two-thirds (2/3) of the votes of the qualified members, entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present, and which is duly called and held for the purpose stated.
- 6h. The right of the Association, in accordance with its Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and Facilities and in aid thereof to mortgage the Common Properties and Facilities, and the rights of each mortgagee in the Common Properties shall be subordinate to the rights of the Owners hereunder, subject to the affirmative vote *cast by* two-thirds (2/3) of the qualified Members present or represented by proxy at a meeting at which a quorum is present and which is duly called and held for the purpose stated.
- 6i. To establish a bank account or accounts for the common treasury and for all separate funds which are required, or may be deemed advisable by the Board.
- 6j. To enter into contracts within the scope of their duties and powers; and may employ for the Association a Management Agent who may be delegated to exercise some or all of the powers granted to the Board by the Declaration and Bylaws, as determined by the Board. Any agreement for professional management of the Association, or any other contract providing for services, must have a maximum contract term of one (1) year and must provide for termination by either party without cause or payment of a termination fee on thirty (30) days or less written notice.
- 6k. To make repairs, additions, alterations and improvements to the Common Properties consistent with managing the Association in a manner in keeping with the character and quality of the neighborhood in which it is located, the best interests of the Owners, and the Declaration, these Bylaws, and other Governing Documents.
- 6l. To keep and maintain full and accurate books and records showing all receipts, expenses or disbursements, and annually deliver same to Owner along with a Statement, and to permit examination thereof at any reasonable time by any of the Owners. The Board shall annually appoint an Audit Committee of three (3) Owners to

- review the books and records of the Association for accuracy to include supporting documentation of the income and disbursements. Within a reasonable time period as designated by the Board, such Committee shall submit a letter to the Board stating its findings. See Standing Committees/Audit Committee for who may/may not serve.
- 6m. To designate the personnel necessary for the maintenance and operation of the Common Properties.
- 6n. To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code, or any successor statute conferring income tax benefits on homeowners associations. In connection therewith, the Board shall take such steps as are necessary to assure that the income and expenses of the Association for any taxable year shall meet the limitations and restrictions provided in said Section 528 of the Internal Revenue Code or any successor statute conferring benefits on homeowners associations as are in effect from time to time. Initially the Board shall comply with the following limitations and restrictions:
- (1) At least sixty percent (60%) of the gross income of the Association for any taxable year shall consist solely of amounts received as membership dues, fees, or assessments from Lot Owners
 - (2) At least ninety percent (90%) of the expenditures of the Association for any taxable year shall be for the acquisition, construction, management, maintenance, and care of Association property;
 - (3) No part of the new earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property and other than by a rebate of excess membership dues, fees, of assessments) to the benefit of any private Member or individual.
- 6o. **Special Assessments for Capital Improvements:**
In addition to the annual assessments authorized, the Board may in its discretion, levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto. Reference is made to Declaration for procedures.
- 7a. **RECORD KEEPING:** The Board is responsible for the keeping of records such as minutes of meetings, member addresses, financial records, including those required by law such as Record Retention, Management Certificate, Records Production and Copying Policy, Governing Documents and Amendments of same, including plat records, surveys and ownership deeds for Common Areas, which action is included under duties and responsibility of individual Officers.
- 7b. The Board shall adopt Policies regarding Record Retention, Records Production and Copying, and others as required by Law.

ARTICLE III - OFFICERS, AGENT

1. **DESIGNATION:** The Officers of the Association shall be as designated in Definitions, Item 10, all of whom shall be elected from within, and by, the Board.
 - (1) Board may elect Assistant Officer(s) as necessary from time to time.
 - (2) Majority of the Board shall reside in the subdivision.
 - (3) The President and Vice-President shall be Directors.
 - (4) Vice-President and Secretary, or Assistant Secretary, may be held by the same person.
2. **ELECTION OF OFFICERS:** The Officers of the Association shall be elected annually by the Board at the Organizational Meeting of each new Board, and shall hold office subject to the continuing approval of the Board, and/or in accordance with Governing Documents.
3. **RESIGNATION AND REMOVAL OF OFFICERS:** Upon an affirmative vote of a majority of the members of the Board, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any Officer may resign his office at any time by giving written notice to the President, or Secretary. Such resignation shall take effect on the date of receipt of such notice, or at a later time specified therein. Acceptance by the Board shall not be necessary to become effective.
4. **VACANCIES:** A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the Officer filling such office, may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.
5. **DUTIES OF OFFICERS:** (Reference is also made to Bylaws Article II)
 1. PRESIDENT: The President is the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to, execution of documents such as instruments of conveyance or encumbrances, promissory notes, contracts, etc, except when Law or Governing Documents require execution of certain documents. He shall also have the power, from time to time, to appoint committees, or individual members, from among the Owners, as may in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association, or as may be established by the Board, or by the Members of the Association at any regular or special meeting.
 2. VICE-PRESIDENT: The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and, also perform any duties he is directed to perform by the President.
 3. SECRETARY: The Secretary shall:
 - (1) keep minutes of all meetings of the Board and all meetings of the Association in the form of written minutes of the meeting, and approved minutes shall be made available to Members;
 - (2) have charge of such books and documents as the Board may direct; and shall, in general, perform all duties incident to the office of Secretary, and as is provided in the Declaration and these Bylaws;

- (3) update Resident Roster with information provided by Board Members, Welcoming Committee and/or Residents; This may be assigned to a member to assist as needed, and overseen by Secretary; and,
 - (4) provide group emails to residents as requested by President. This may be assigned to a member to assist as needed, and overseen by Secretary.
 - (5) maintain a complete list of Members and their mailing address, if different from the residence address. This may be assigned to a resident at the direction of the Board. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during business hours.
 - (6) working with Vice-President and/or Director-at-Large, maintain copies of Governing Documents, including all amendments, as well as plat records, surveys, ownership deeds for Common Areas, and other documents required by Declaration, these Bylaws, or by Law.
4. **ASSISTANT SECRETARY:** The Assistant Secretary, if any, shall have all the powers and authority to perform all the functions and duties of the Secretary in the absence of the Secretary, or in the event of the Secretary's inability for any reason to exercise or perform such powers and functions, and as well as to perform any duties directed by the Secretary and/or President.
5. **TREASURER:** The Treasurer shall have responsibility for Association funds in accordance with Generally Accepted Accounting Practices (GAAP) and shall be responsible for:
- (1) keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, in a manner consistent with generally accepted accounting principles, as well as keeping employment records as required.
 - (2) deposit of all monies and other valuable effects in the name, and to the credit of the Association, in such depositories as may from time to time be designated by the Board;
 - (3) annually preparing and delivering to each Owner a statement showing receipts, expenses of disbursements since the last such statement;
 - (4) maintaining copies of income tax returns as prepared for the IRS for the prescribed number of years in accordance with Law.
 - (5) preparing, with the guidance of the Board, a Common Expense Budget for the Association, no less than annually, to determine the amount of common charges payable by the Owners to meet the Common Expenses, and to allocate and assess such amounts among the Owners according to the Declaration and these Bylaws;
 - (6) levying and collecting Assessments by action of the Board, as referenced in Declarations, as necessary to meet increased operating or maintenance expenses or costs, or additional capital expenses, or, because of emergencies.
 - (7) upon action of the Board, collecting delinquent assessments, by suit or otherwise, and to enjoin and seek damages from an Owner who may be default, as is provided in the Declaration and these Bylaws, and to provide for and enforce remedies and late charges, including to collect interest. Refer also to Declarations & Texas Property Code for additional regulations.
6. **AUTHORIZED REGISTERED AGENT:** An entity's Registered Agent is an agent on whom may be served any process, notice, or demand required or permitted by Law to be served on the entity. A domestic filing entity registered to do business in Texas is

required to continuously maintain a Registered Agent and a registered address in Texas. A Registered Agent must be: (1) an individual resident of Texas; or (2) an organization, other than the organization to be represented, that is registered or authorized to do business in Texas. The registered office address must be located at a street address where service of process may be personally served on the entity's Registered Agent during normal business hours.

(3) Section 5.201(b) of the BOC (Business Organization Code) requires that Registered Agent must have been approved by the Board, and, consented to serve in that capacity in a written or electronic form developed by the Office of the Secretary of State, and contains the following:

- a. the name of the represented entity;
- b. an express statement that the person designated consents to serve as the entity's Registered Agent;
- c. the name of the person designated as Registered Agent;
- d. the signature of the Registered Agent;
- e. the date of execution

7. **FIDELITY BONDS:** The Board may require that certain Officers and employees of the Association if any, handling or responsible for Association funds shall furnish Fidelity Bonds, as the Board may determine. The premiums on such bonds shall be a Common Expense.

ARTICLE IV - COMMITTEES

The Board may, but shall not be required to, appoint an Executive Committee, and may designate and appoint members to the Standing Committees, unless appointed by the President.

STANDING COMMITTEES

1. **AUDIT COMMITTEE:** The Board shall annually appoint an Audit Committee of three (3) Owners to review the books and records of the Association for accuracy and supporting documentation of the income and disbursements.
 - 1a. A Director of the Association, a spouse of a Director or an employee of the Association is not eligible for appointment as a committee member.
 - 1b. Such committee shall submit a letter to the Board stating its findings, within ninety (90) days of their appointment by Board.
 - 1c. Committee is to determine whether financials are properly stated which involves examining and reviewing the financial statements and annual assessments, contracts if any, and discussing internal controls with the Treasurer, and other Officers, and making recommendations as needed.
2. **ARCHITECTURAL REVIEW AUTHORITY (ARA):** In order to protect the overall integrity of the subdivision as well as the value of Owner improvements, the Board shall appoint not less than five (5) Members to this Committee (per Board action 1/2022), the majority of which shall be Members of the Association, and shall serve until amended by Board action.
 - 2a. A Person may **not** be appointed to serve on the ARA if the person is:
 - (1) a current Board member;

- (2) a current Board member's spouse,
- (3) a person residing in a current Board member's household. Rules, Regulations, and Authority, as promulgated by the State, are further detailed in the Declaration.
- 2b. An Application for additions, renovations and/or changes to residence or property shall be required prior to Owner effecting any change. Application to be available on Association website.
- 3. **NOMINATING COMMITTEE:** No later than three (3) months prior to annual meeting, the Board shall appoint a Committee of three (3) Members who shall nominate candidates for the Board. Names of the Candidates shall be submitted on or before sixty (60) days before the election. Members may submit names of candidates other than those submitted by the Nominating Committee at least thirty (30) days prior to the election. Names may be submitted to Nominating Committee, with a copy to Board Secretary.
- 4. **POND, WELL COMMITTEE:** This Committee is responsible for:
 - (1) coordinating the well water renewal permit with Headwaters Groundwater Conservation District, which includes the application itself as well as any needed supporting documentation.
 - (2) monitoring well water usage as needed, and maintaining the well pump and fountain timer settings as necessary, and, coordinating needed maintenance on the well pump, fountain and associated equipment.
 - (3) maintaining, managing and purchasing the fish population.
- 5. **OTHER COMMITTEES:**

The Board, in accordance with these Bylaws, may appoint Other Committees as deemed necessary, for any lawful purpose to aid in management and/or maintenance of the property, such as landscaping to include condition of trees and plants, monitoring mulch and fertilizer, inspecting sprinkler system, etc.
- 5a. Members or Non-Member Residents may be assigned from time to time to assist in decorating the entrance to the Oaks and/or common areas, organizing socials, or other activities when necessary.
- 5b. Member(s) appointed to Preparation of Roster and Welcoming of New Members shall work closely with, and report to, the Secretary and/or Vice-President to complete and have returned Personal Contact Forms, to determine needs of new members to report to Board, and ensure that all members are made aware of new residents.
- 5c. **A Contractor** may be hired to care for the Common Grounds, with responsibilities to be defined in a written contract, which duties may be overseen by the Board, or a Member appointed by the Board.
- 6. **VACANCIES:** A vacancy on any Committee shall be filled by the President, upon notification and approval by majority of Board.

ARTICLE V - MEETINGS OF THE ASSOCIATION

- 1. **CONDUCT OF MEETINGS:** President, Vice-President, or other person designated by the Board, shall preside over all meetings. Person presiding over meeting may appoint a Parliamentarian; current edition of Robert's Rules of Order shall govern. Person presiding over meeting may appoint someone to tally votes; Members present at the meeting may observe.

2. **OPEN MEETINGS:** Topics that must be held at Open Meetings include considerations and votes on certain topics such as fines, assessments, adoption or amendment of dedicatory instruments, borrowing or lending money, buying or selling real property, filling vacancies on the Board or electing Officers.
3. **REGULAR AND SPECIAL BOARD MEETINGS** must be open to Owners, subject to the right of the Board to adjourn and reconvene in closed Executive Session to consider actions as defined by TROPA Chapter 209.0051. Following Executive Session, any decision made in that Session must be summarized orally and placed in the minutes, in general terms, without violating privacy of Member, or violating any privilege, or disclosing information that was to remain confidential. The oral summary must include a general explanation of any expenditures which may have been approved in Executive Session.
- 3a. **Members who are not Directors** may not participate in any deliberations or discussions unless the Board expressly so authorizes at the meeting.
4. **QUARTERLY BOARD MEETINGS:** It shall be the duty of the President or Secretary to call Quarterly Meetings of the Association. Each Quarterly Meeting shall be held the month following the end of a quarter and shall be open to the entire Association.
5. **NOTICE OF MEETINGS** shall be mailed to the Members no later than ten (10) days, or earlier than sixty (60) days, prior to date of meeting. Notice is to include date, hour, place, and general subject of a Regular or Special Board Meeting. Notice may be made available on Association website **and** by e-mail to each Owner who has registered an e-mail address.
- 5a. **Treasurer** shall present to **all** attending the meeting financial reports of the current quarter.
6. **PLACE OF MEETING:** Meetings of the Association shall be held at such suitable place, convenient to the Owners, as the Board may determine.
7. **ANNUAL MEETING:** The Annual Meeting of the Association shall be held on or before forty-five (45) days after the expiration of the prior fiscal year. At this meeting, Members represented in person or by proxy and entitled to cast 51% of the votes shall constitute a quorum. (Percentage approved by Atty)
- 7a. At such meeting, there shall be elected by Ballot of the Owners, a Board in accordance with the requirements of these Bylaws, and to vote and/or transact business of the Association as may properly come before the Members.
- 7b. Eligibility of Ownership shall have been verified by Board prior to Annual Meeting.
8. **ORGANIZATIONAL MEETING:** The first meeting of a newly elected Board shall be held within ten (10) days following Annual Meeting, at such place as shall be fixed by the Directors at the meeting at which Directors were elected. The purpose of the Organization Meeting is to elect from within the Board, Officers to serve for a one (1) year term.
9. **SPECIAL MEETINGS:** It shall be the duty of the President to call a Special Meeting of the Owners as directed by resolution of the Board, or, upon a petition signed by a majority of Owners and presented to the Secretary of the Association. No business except as stated in the Notice shall be transacted at a Special Meeting. Any such meeting shall be held after the annual meeting and shall be held within thirty (30) days after receipt by the President of such petition. Secretary shall be responsible for timeliness of Notifications.

10. **QUORUM:** At all meetings of the Board, except for a meeting to fill a vacancy, a majority of the Directors shall constitute a quorum for the transaction of business, and, 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 remaining Directors present shall adjourn the meeting. The meeting may be reconvened when a quorum is established. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the original meeting, may be transacted without further notice.
11. **NOTICE OF MEETINGS:** It shall be the duty of the Secretary of the Association to mail, to each Owner of Record (as noted on tax rolls), a Notice of each Annual, Quarterly, or Special Meeting, stating the purpose, time and place it is to be held, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of a Notice in the manner provided in these Bylaws shall be considered Notice Served. Should a Lender become an Owner, it is the duty of the Lender to notify the Association.
- 11a. Notice of Meetings of the Board shall be posted on the Association website for access by Members.
12. **ORDER OF BUSINESS:** The Order of Business at all meetings of the Owners shall be as follows:
 - (1) Roll call and certifying proxies when required;
 - (2) Proof of notice of meeting or waiver of notice;
 - (3) Reading and approval of previous *meeting* minutes;
 - (4) Report of Officers;
 - (5) Report of Committees;
 - (6) Election of Directors, when applicable;
 - (7) Unfinished Business;
 - (8) New Business;
 - (9) Adjournment
13. **WAIVER OF NOTICE:** Before or after any meeting of the Board, any Director may, in writing, 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 a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
14. **COMPENSATION:** Refer Bylaws Article1, Item 4.

ARTICLE VI - VOTING, QUORUM, PROXIES

Except as specifically set forth herein, notice, voting and quorum requirements of all action to be taken by the Association shall be as set forth in its Articles of Incorporation, ByLaws, and/or Governing Documents, which may be amended from time to time.

1. **MEMBERSHIP:** By the purchase of Lot in the Property, the Owner of said Lot shall become, and remain, a Member of the Association until such time the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot. A Member of the Association shall be any Owner, spouse of an Owner or joint Owner of a Single Family Residential unit.

Owners are entitled to one vote, and only one, per owned Lot and cast as the Owner determines. Fractional votes are not allowed.

2. **MAJORITY OF OWNERS:** As used in these Bylaws, the term "Majority of Owners" shall mean those voting Owners holding fifty-one percent (51%) of said votes.
3. **WRITTEN NOTICE:** The Board shall give Written Notice to an Owner of any amendment, termination, or adoption of rule, by publishing and circulating same to Members at least ten (10) days prior to effective date of rule, and may also publish on website. The Board is not required to give Notice to non-members. Member shall have the right to comment, in writing, on proposed rule(s) within 10 days of notification.
4. **QUORUM:** Except as otherwise provided in these Bylaws, the presence in person, or by proxy of fifty-one percent (51%) of the Common Interest of the Owners, shall constitute a quorum. In the event a quorum is not present, then the meeting called shall be adjourned, and notice of a new meeting for the same purpose(s) within two (2) to four (4) weeks shall be sent by mail, at which meeting the number of Owners represented in person or by proxy shall be sufficient to constitute a quorum. An affirmative vote of a majority of the Owners present, either in person or by proxy, shall be required to transact the business of the meeting.
5. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirements hereinabove set forth, and, the required quorum at such second meeting shall be one-half (½) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.
6. **PROXIES:** Votes may be cast in person or by written proxy. No Proxy shall be valid unless:
 - (1) signed and dated by Member signifying Name of Person to whom Proxy is granted, with such person agreeing in writing to exercise Proxy,
 - (2) Lot is identified.
- 6a. Proxy shall show purpose of meeting for which Proxy is given.
- 6b. Proxy must be filed with the Secretary, Assistant Secretary of the Association, or President before the appointed time of each meeting.
- 6c. Proxy may be revoked by the granting Member giving written notice of revocation to Officers.
- 6d. Any Proxy designated for a meeting that is adjourned, recessed, or rescheduled shall be valid when such meeting is reconvened.
7. **VOTE BY BALLOT:** Texas law requires the following votes to be cast by written and signed Ballots, although the Association may require voting by Ballot in additional matters. The Votes for which Ballots are required by law include:
 - (1) Votes cast outside of a meeting;
 - (2) Election of, or removal of, board member(s);
 - (3) Adoption or amendment of dedicatory instruments (such as bylaws or restrictive covenants);
 - (4) Proposed increases in regular assessments;
 - (5) Adoption of special assessments;
 - (6) Written and signed ballots are not required for uncontested races.

8. **VOTING REQUIREMENTS FOR CERTAIN ITEMS:** Per State Law, there are certain items which require specific action, such as:
- (1) To raise the General Assessment Ten Percent (10%) or more above the previous rate requires a 2/3 majority
 - (2) To establish a Special Assessment for Capital Improvements requires a 2/3 majority;
 - (3) For the Association to Borrow Money requires a 2/3 majority;
 - (4) To Dedicate or Transfer any Common Property to a Public Agency requires a 2/3 majority;
 - (5) To Amend or abolish the Declaration of Covenants, Conditions & Restrictions requires a 2/3 majority.
 - (6) To Amend the Bylaws by a vote, in person or by proxy, of Members representing a majority of the votes cast, at which a quorum is present.
- Other Sections of Bylaws, Declaration, Other Governing Documents and/or Property Code should be referenced for additional language or regulations.

ARTICLE VII - OBLIGATIONS OF OWNER

- 1. **OWNERSHIP OF LOT:** Except as otherwise provided in these Bylaws, the Declaration or other Governing Documents, Ownership of a Lot is required to qualify for membership in this Association.
- 1a. By the purchase of Lot in the Property, the **Owner of said Lot shall become and remain a member of the Association** until such time the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot. A member of the Association shall be any Owner, spouse of an Owner or joint Owner of a Single Family Residential unit.
- 1b. **Owners are entitled to one vote** per owned Lot and cast as the Owner determines, but only one vote per Lot shall be cast. In no event, shall more than one vote be cast with respect to any such Lot.
- 2. **PROOF OF OWNERSHIP:** Any person, on becoming an Owner of a Lot, shall automatically become a Member of this Association, and be subject to these Bylaws, Declarations, and other Governing Documents, and further, shall furnish to the Board evidence of Ownership in the Lot, which copy shall remain in the files of the Association. Said evidence may be sent by U.S. Mail to the Association's Post Office Box 293693, Kerrville, Texas 78029, or, personally delivered, to the Secretary, within (30) days of closing, or the Member shall not be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. Upon written request of the Board, an Owner shall supply any and all information required by the Declaration or these Bylaws.
- 3. **OWNERS ADDRESS:** The Owner and/or Co-owner of a Lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The Owner(s) shall keep the Association informed of their current mailing address as well as e-mail address; if Owner fails to maintain a current mailing address with the Association, the address of that Owner's Lot shall be deemed to be the mailing address.

- 3a. For emergency purposes, it is advisable that the name, address, telephone number of a relative, friend, or other person be given.
- 4. **ASSESSMENT:** All Owners shall be obligated to pay assessments imposed by the Association to meet the common expenses, as defined in the Declaration. Per Texas Property Code, a member may not be prohibited from voting because of non-payment of fees. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot.
- 5. **COMPLIANCE WITH DOCUMENTS:** Each Owner shall comply with the provisions and terms of these Bylaws Declaration, and/or the Governing Documents, any Rules & Regulations as promulgated by the Board, and any Amendments thereto. Further, each Owner shall always endeavor to observe and promote the purposes for which the Association was established.
- 5a. **Membership in the Association** will signify that the **Lot Owner appoints the Board** of the Association to manage in accordance with, and by, Governing Documents, and further, that these Bylaws and Governing Documents are accepted, ratified, and enforced by fines or suspension of rights for violation.
- 5b. **Membership in the Association** will signify that the **Lot Owner has designated** the Association as his representative to initiate, defend, or intervene in litigation of an administrative proceeding affecting the enforcement of the amended documents for the protection and operation of this Association.
- 6. **ARA:** An application, and subsequent approval, for additions, renovations and/or changes to residence or property shall be required from the ARA prior to Owner effecting any change. ARA Form may be found on website. Additional information shall be found in the Declaration, and Bylaws Article IV.
- 7. **TERMINATION OF OWNERSHIP:** Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Owner(s) have, either through the Board of the Association or directly against such former Owner and Member arising out of or in any way connected with ownership and membership and the Covenants and obligations incident thereto.
- 8. **A LIEN, LIEN AFFIDAVIT,** or other instrument evidencing the nonpayment of assessments or other charges owed to the Association, and filed in the official public records of a county, is a legal instrument affecting title to real property. Reference is made to Texas Property Code.
- 9. **INSURANCE:** An Owner may carry additional insurance as stated in the Declaration.

ARTICLE VIII - INSURANCE REQUIREMENTS; INDEMNIFICATION OF OFFICERS, DIRECTORS, OTHERS

- 1. The Association shall have the power to indemnify any Officer or Director, or other person in the employ of, or performing work for the Association who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Association) by reason that such person is, or was, a

Director or Officer, or other person noted above, of the Association, against all loss, expenses (including but not limited to attorneys fees and cost of the proceeding) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in which such person reasonably believed to be in or not opposed to the best interests of the Association; provided that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful, or, (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person had reasonable cause to believe that his conduct was unlawful, that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such person is guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

2. Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; if such a quorum is not obtainable by (1) independent legal counsel in a written opinion, or (2) the Members of the Association, and, no Member shall be disqualified from voting because he is or was party to any such action, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.
3. To the extent that a Director or Officer, or other person in the employ of, or performing work for, the Association has been successful on the merits or otherwise the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys fees) actually and reasonable incurred by him in connection therewith.
4. Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, Officer or employee thereof under any Bylaw, resolution, agreement or law and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision of this Article.
5. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability

- asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.
6. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member or Owner of a Lot who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration and these Bylaws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an Officer or Director of this Association.
 7. The Board of Directors, Officers shall enter (into) contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners), and the liability of any Owner on such contract or commitment shall be limited to such proportionate share of the total liability thereof that the Common Interest of each Owner bears to the aggregate Common Interest of all of the Owners as set forth in the Declaration.

ARTICLE IX - FISCAL MANAGEMENT

The provision for Fiscal Management of the Association for, and in behalf, of all the Owners as set forth in the Declaration shall be supplemented by the following provisions:

1. **ACCOUNTS:** The funds and expenditures of the Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses.
 - (1) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.
 - (2) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.
 - (3) Reserve for replacement (sinking fund), which shall include funds for repair or replacement required because of damage, wear or obsolescence.
2. **FISCAL YEAR:** The fiscal year for the Association shall be the calendar year

ARTICLE X - EXECUTION OF DOCUMENTS

Reference is made to Bylaws Article III, Item 5

ARTICLE XI - AMENDMENTS TO BYLAWS

1. **MANNER OF AMENDMENT:** These Bylaws may be amended in writing by an affirmative vote of 2/3 of Owners.
 - 1a. **Exact wording** of Proposed Amendment(s) shall be included in the Notice of Annual or Special Meeting of the Association, IF such Amendment is to be considered at said meeting.
 - 1b. **An Amendment** shall be adopted by the vote, in person or by proxy, of 2/3 of Members.

ARTICLE XII - CONFLICTING OR INVALID PROVISIONS

Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Declaration, or other Governing Documents, the Texas Non-Profit Corporation Act, or Laws of the State of Texas, such Document, Act or Law shall control; and should any part of these Bylaws be invalid or inoperative for any reason, including a court order, the remaining parts, so far as possible and is reasonable, shall be valid and operative.

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CERTIFICATION

I, the undersigned, being the Secretary of Riverhill Oaks Homeowners Association, hereby certify that the foregoing Amended Bylaws for the Riverhill Oaks Homeowners Association were adopted on January 31, 2024.

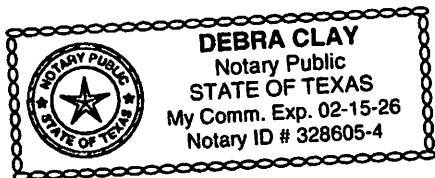
By Gary M. Eddy, Secretary

Gary Eddy

STATE OF TEXAS)

COUNTY OF KERR)

This instrument acknowledged before me on March 11, 2024, by Joan Teel, President of Riverhill Oaks Homeowners Association, a Texas nonprofit corporation, on behalf of the said nonprofit corporation.



Debra Clay
Notary Public
In and For State of Texas

My Commission Expires

FILED AND RECORDED

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GRANTOR RIVERHILL OAKS HOMEOWNERS
ASSOCIATION

GRANTEE RIVERHILL OAKS SUBD

Returned To: JOHN W CARLSON PC
260 THOMPSON DR STE 10
KERRVILLE, TEXAS 78028

I hereby certify that this instrument was FILED on the date and times stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Kerr County, Texas.





Ian Collum, Clerk
Kerr County, Texas
By: CHRISTIAN MOSS DEPUTY CLERK

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