

**Royal Oaks Civic Association, Inc.
Houston, Texas 77043**

BYLAWS

July XX, 2021

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Article I. Name

Section 1. The organization shall be a Texas non-profit corporation and shall be known as the Royal Oaks Civic Association, Inc. (also referred to as "ROCA").

Article II. Purpose

Section 1. The purpose of these bylaws is to direct the governance of ROCA.

Section 2. The purpose of ROCA shall be to encourage civic pride among the residents of Royal Oaks Subdivision; to exert a united effort in the encouragement of restrictive regulations conducive to good planning and the sustaining of property values in the community and the enforcement of such restrictions, to obtain needed improvements and benefits for the community; and to foster or assist in civic and social enterprises and activities beneficial to the community.

Section 3. Activities of ROCA shall be in accordance with the Articles of Incorporation, Deed Restrictions¹, Bylaws, ACC Guidelines and subsequent revisions, and all applicable state and local laws.

Article III. Definitions

Section 1. "ACC" means the Architectural Control Committee established by the current "Amended and Consolidated Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Subdivision," as filed with the Harris County Clerk.

Section 2. "ANNUAL ASSESSMENTS" shall mean any amount that each owner of property within Royal Oaks Subdivision is required to pay and that are, or may be, secured by a continuing lien upon the Property against which the Dues are assessed.

Section 3. "ASSESSMENT" shall mean any amount due to the Association by an Owner or levied against an Owner by ROCA under the current "Amended and Consolidated Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Subdivision," as filed with the Harris County Clerk.

Section 4. "BOARD OF DIRECTORS" or "BOARD" is the governing body of ROCA consisting of the current duly elected Officers, current duly elected Section Representatives, and the Past President as described in Article V, Section 1.

Section 5. "BYLAWS" shall mean and refer to the covenants, conditions, and restrictions contained herein.

Section 6. "DEDICATORY INSTRUMENTS" means every document governing the establishment, maintenance, and operation of the Subdivision, including, but not limited to, this Declaration, the Certificate of Formation, the Bylaws, the Rules of the Association, the Guidelines of the ACC, and all lawful amendments to those instruments.

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Section 7. "DEED RESTRICTIONS" or "CC&R" as used in this document refer to the current "Amended and Consolidated Declaration of Covenants, Conditions, and Restrictions for Royal Oaks Subdivision," as filed with the Harris County Clerk.

Section 8. "DUES" shall mean annual assessments.

Section 9. "GUIDELINES" means general and architectural guidelines, and application and review procedures, if any, that may set forth various standards relating to exterior harmony of any and all improvements placed upon or constructed on any Lot.

Section 10. "LOT" shall mean and refer to any tract of land designated as a lot on any Plat, excluding lots that are part of the Common Area.

Section 11. "MEMBER" shall mean "OWNER" or "OWNER AGENT."

Section 12. "OFFICERS" consist of the President, Vice President, Secretary and Treasurer.

Section 13. "OWNER" shall mean and refer to the recorded Owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot that is a part of the Subdivision.

Section 14. "OWNER AGENT" shall mean a person identified by a ROCA Member as their representative through the execution of a ROCA-provided power of attorney that shall confer all the rights of an owner as it relates to the activities of ROCA.

Section 15. "REGISTERED AGENT" is an individual or organization designated to receive any process, notice, or demand that is served on ROCA.

Section 16. "RESIDENT" is any person residing within the boundaries of the Royal Oaks Subdivision.

Section 17. "SECTION REPRESENTATIVES" consist of one representative from each section of the Royal Oaks Subdivision: Sections 1, 2, 3, 4, and 6. Section 4 is divided into Sections 4A and 4B for the purpose of Area Representation. Section 4A's boundaries are the north side of Eddystone Drive and south of the Magnolia Pipeline and between Conrad Sauer Drive and Gessner Drive. Section 4B's boundaries are north of the Magnolia Pipeline to the south side of Shadow Wood Drive and between Conrad Sauer Drive and Gessner Drive.

Section 18. "SPECIAL ASSESSMENTS" are assessments that each property owner of property within a subdivision is required to pay to ROCA, after a vote of the membership, for the purpose of paying for the costs of capital improvements to the common areas that are incurred or will be incurred by ROCA during the fiscal year. The special assessment may be assessed before or after the incurred capital improvement costs.

Section 19. "VOTE" or "VOTING RIGHTS" shall mean and refer to one vote per Lot in instances where voting of Owners is necessary. Each Owner shall have one vote for each Lot owned. Only one vote per Lot may be cast no matter how many Owners own the property. Voting by mail, absentee ballot or email is permissible, but proxy voting is prohibited.

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Article IV. Membership

Section 1. The membership of the Royal Oaks Civic Association, Inc., ROCA, shall be limited to LOT OWNERS within Royal Oaks Subdivision, Harris County, Texas, as defined by the current duly recorded instruments in the Harris County Courthouse, including the Articles of Incorporation, Bylaws and subsequent revisions, and current Deed Restrictions.

Section 2. It is the duty of the Owner/s to notify the ROCA Treasurer of the current contact information, including a ROCA lot address, mailing address, phone number(s), and an email address(es), if available.

Article V. Board of Directors

Section 1. The eleven (11) members of the Board of Directors, "Board," shall consist of the duly elected Officers, one Representative from each section of Royal Oaks Subdivision as outlined in the subdivision plats, and the Past President who served as President in the preceding ROCA Board and who is not elected or appointed to the current Board. If the immediate Past President is elected or appointed to the current Board, the Past President from the Board preceding the current President's first term shall be a member of the Board, provided this individual is not elected or appointed to the current Board, is a current ROCA lot owner, and is willing to serve as Past President.

Section 2. At least seven (7) Board members shall reside in the Royal Oaks Subdivision, as defined in the Deed Restrictions for the subdivision.

Section 3. No Board member can hold two Board positions at the same time.

Section 4. Each Board member is elected to a two-year term with a limit of three (3) consecutive (full) terms in the same position. A Board member may run again for the same position after one election cycle.

Section 5. Subject to any resolution adopted by the general membership, the Board shall be the governing body of the organization with full rights and authority to determine policy. They may also outline, plan, determine and carry into execution all business, activities, and policies as outlined in "Texas Title 11 Property Codes, Chapter 204"; enter into and execute necessary agreements, together with the instruments or contracts in connection therewith, in the name of ROCA, through the President, or Vice President in the absence of the President.

- a. Expenditures, including professional consulting fees, in excess of three hundred fifty dollars (\$350) and up to \$3500 shall be pre-approved by a majority vote of the Board, either as a stand-alone expenditure or an annual budget line item. Failure to obtain this pre-approval may result in removal of the Board Member(s) violating this section.
- b. The general membership shall authorize any contract in excess of \$3500 or one-half of the amount in the treasury, whichever is less. No contracts shall be divided into parts to avoid these contract limits.

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- c. The only persons authorized to incur debt or obligate ROCA are current Officers of the Board. They may incur debt or obligate ROCA up to \$350 in a non-budgeted expenditure or \$350 above a budget line item before securing approval by Board, provided the additional up to \$350 debt/obligation does not raise the budgeted line item above \$3500.
- d. The Board must receive the approval of the Membership before hiring a property, community, or association management company.

Section 6. Only one (1) Owner of any Lot may serve on the Board at any one time.

Section 7. The Board shall meet at least quarterly, at such time and place as determined by the President, or on written and/or electronic notice of a majority of the Board.

- a. All Board Meetings are open to ROCA Members except during Closed Executive Sessions as defined by the Texas Property Code 209.0051(c).
- b. The Board shall provide notice of any Board meetings to all ROCA Members at least 72 hours in advance of a meeting by either posting on any Internet website maintained by ROCA or by sending the notice by email or mail (if necessary) to each Owner who has registered an email address with ROCA.
- c. Six (6) of the members of the Board, two (2) of whom must be Officers, shall constitute a quorum.

Section 8. Outgoing Board members must transfer all ROCA records and property to the Board within 30 days of departure.

Section 9. The Board shall report at general meetings any actions taken by the Board in the name of ROCA since the last general meeting.

Section 10. The Board shall appoint and remove members as necessary from Standing and Ad Hoc committees and shall approve all forms, guidelines, and expenditures of all committees.

Section 11. The Board shall appoint a Registered Agent whose address is filed with the State and is designated to receive non-financial paperwork and legal notices for ROCA.

Section 12. It shall be the responsibility of the Board to assure that ROCA complies with all applicable federal, state, and local laws and manages all ROCA records.

Section 13. To remove a member of the Board, with or without cause, it shall be necessary to file a written and signed complaint against such Board member with either the Secretary or the President of the Board. Upon receipt of same, the Board shall meet within ten (10) days to consider the complaint and vote whether or not to remove the said member. The removed Board member may request an audience at the next general meeting to ask for reinstatement by the Association.

Section 14. Any vacancy on the Board of Directors shall be filled immediately by Board appointment and shall be replaced through an election at the next General Meeting designated for elections by February of each year. Section Representatives must be replaced with a Member residing in the area of the Board vacancy.

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Section 15. Individual Board members shall be indemnified from liability relating to actions taken in good faith on behalf of ROCA.

Section 16. No Board member shall receive compensation for any services rendered to ROCA. Board and Committee members may be reimbursed for actual expenses incurred in the performance of their duties.

Article VI. Officers

Section 1. The Officers of ROCA shall be President, Vice President, Secretary and Treasurer, in this rank and order of succession.

Section 2. The President and the Treasurer shall be the two signatories of ROCA financial account(s), this signature authority secured within fifteen (15) days upon their election/appointment or removed within fifteen (15) days upon their departure.

Section 3. Officers of ROCA shall be duly elected Members who are willing to serve.

Section 4. The President should have held a previous Board position whenever possible and shall:

- Preside at all ROCA meetings,
- Preserve order,
- Oversee the enforcement of the Articles of Incorporation, Deed Restrictions, Bylaws, and all other ROCA Regulations,
- Maintain a list of all duties, contracts, government filings, inventory, and maintenance items required of ROCA, and
- Exercise supervision of ROCA and Board affairs, including the creation of an annual budget, general communications to the Membership, and the filing of dedicatory instruments.

Section 5. The Vice President shall:

- Assist the President in all duties as necessary,
- Preside at all ROCA meetings in the absence of the President.

Section 6. The Secretary shall:

- Keep a full, true, and correct record of all ROCA proceedings,
- Serve as Registered Agent unless the Board assigns this responsibility to another Board member,
- Receive all non-financial communications,
- Conduct all formal, non-financial correspondence and have charge of all non-financial records,
- Record an Amended Management Certificate with Harris County whenever required by state law (Reference Texas State Property Code 209.004).

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Section 7. The Treasurer shall:

- Receive Dues, Special Assessments, and all other money due to ROCA,
- Maintain at all times an up-to-date list of Members, their ROCA lot address(es), their mailing address(es), their email addresses (es), their phone number(s), and the amount of any debts due to ROCA,
- Deposit all monies into the ROCA bank account within ten (10) business days of receipt,
- Pay all approved debts incurred by ROCA,
- Keep records of all moneys received and disbursed by ROCA and report at each meeting,
- File all ROCA tax documents.

Article VII. Section Representatives

Section 1. Section Representatives shall be elected in the same manner and at the same time as the ROCA Officers, shall be duly elected Members who are willing to serve, and shall own a lot in the ROCA section they represent.

Section 2. Section Representative responsibilities shall include communicating information about ROCA activities, serving as liaison to the Board, and being the first contact for the residents of their respective Section.

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Article VIII. Committees

Section 1. Committee members are appointed by and serve at the pleasure of the ROCA Board and are open to all lot owners.

- a. Committees report to the Board.
- b. Committee duties are limited to the tasks assigned by the Board.
- c. Committee expenditures must be approved in advance by the Board.

Section 2. Standing Committees shall be the Architectural Control Committee and the Audit Committee.

a. The Architectural Control Committee (ACC) shall enforce the Deed Restrictions for the Royal Oaks Subdivision. It shall consist of five (5) members appointed by the Board and be bound by the Deed Restrictions for Royal Oaks Subdivision and the procedures as outlined in the ACC Guidelines.

- i. The ACC chairman shall present a summary report of the Committee's activities, that may include a list of contacts made and issues reported and resolved, at each Board Meeting.
- ii. The ACC shall follow ACC Guidelines, making recommended updates to the Board as appropriate.
- iii. All actions of the Architectural Control Committee are subject to review by the Board and may be appealed by any Lot Owner to the ACC and then to the Board, if necessary.
- iv. ACC members must recuse themselves from deliberations and decision-making for projects on their property.
- v. Board members who serve on the ACC must recuse themselves from deliberations and decision-making for projects that are appealed to the Board if they have participated in the ACC review process that resulted in the appeal.

b. The Audit Committee shall audit financial records (including documentation supporting ROCA financials, such as inventory, tax filing status, management certificate, meeting minutes, status of lien assessment[s], maintenance records) of ROCA and shall consist of three (3) members appointed by the Board.

- i. An audit must be completed and reported to the Board within ninety (90) days of the general meeting designated for election of Board Members.
- ii. The Audit Committee will present results of the audit at the next general meeting.
- iii. The Audit Committee report shall be posted on the ROCA website.

c. Ad Hoc Committees shall be convened at the direction of the Board for purposes defined as needed.

- i. Ad Hoc Committee membership is open to all Owners and/or Residents of the Royal Oaks Subdivision.

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Article IX. Meetings

Section 1. All ROCA general, special, and board meetings (as defined in Texas State Property Code Section 209.0051) shall be public and conducted according to basic parliamentary rules. Participants shall treat each other with respect and consideration.

Section 2. General meetings of this organization shall be held at least twice annually, one of which is to be held by February and the other at a time designated by the Board (generally September).

Section 3. Special Meetings of the Membership may be called by the President, Vice President, or ten percent (10%) of Members. Notice of the Special Meeting shall be given to all Members no less than seven (7) days prior to the Meeting date.

Section 4. At any ROCA general or special meeting, 35 Voting Members (one vote per lot) present shall constitute a quorum. A quorum shall be present for any binding Votes to be taken. Absentee or electronic ballots may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot, and only if the owner is not attending the meeting in person.

Section 5. A Board appointed Member will sign in Members and distribute ballots and other materials necessary to the meeting agenda at a station provided for this purpose. Any person signing in as an Owner Agent must present a ROCA-provided power of attorney before receiving a ballot.

Section 6. Privileges such as offering motions, resolutions, and voting in the affairs of the ROCA shall be limited to Members.

Section 7. Notice of all general and special meetings shall be given to all ROCA Members no later than the 10th day or earlier than the 60th day before the date of the meeting by distributing the meeting notice to each Owner of Record either by hand, by US mail or by email, and by the following methods:

- a. Posting the notice in a conspicuous manner reasonably designed to provide notice to Owners on a conspicuously located Property within the subdivision, with the Property Owner's consent,
- b. Posting the notice on any Internet website maintained by ROCA.

Section 8. If a meeting to amend the Bylaws is called, any proposed changes to the Bylaws shall first be submitted to each Owner of Record in writing either by hand, by US mail, or by email and posted to the ROCA website at least ten (10) days before the meeting.

Section 9. All speaker requests shall be approved by the Board and be made early enough to be listed on the Agenda. The Board may invite or approve a non-member request to be on the agenda.

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Article X. Elections and Voting

Section 1. Each Lot within the Royal Oaks Subdivision shall have one Voting Membership in ROCA.

Section 2. A general election of the Board of Directors shall be held by February of each year. Board members shall be elected on a staggered schedule.

- President, Vice President and Section Representatives from Sections 2, 4A, and 6 shall be elected in years ending in odd numbers.
- Treasurer, Secretary and Section Representatives from Sections 1, 3, and 4B shall be elected in years ending in even numbers.

Section 3. Nominations shall be verified for eligibility and willingness to serve and shall be presented for election vote by a Nominating Committee. All Board nominees shall provide the Nominating Committee with a written biographical statement on their interest in serving to facilitate the introduction of the nominee to voting members.

Section 4. Ballots must be in writing for votes cast (1) outside of a meeting; (2) in an election to fill a Board position, unless uncontested; (3) on a proposed adoption or amendment of a dedicatory instrument; (4) on a proposed increase in the amount of an annual assessment over \$10; (5) on the proposed adoption of a special assessment; or (6) on the reinstatement of a removed Board Member. All other items may be voted on by show of hands.

Section 5. Absentee/Electronic ballots may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the language on the absentee/electronic ballot. A nomination taken from the floor for an election is not considered an amendment to the proposed ballot. An in-person vote will prevail (Reference Texas State Property Code 209.00592b3).

Section 6. The highest-ranking Officer at a meeting shall reserve their Vote until all Votes are tallied. In the case of a tie vote this highest-ranking Officer shall cast the deciding Vote.

Section 7. Appointed representatives shall count the ballots. The President shall report the results to the Members present before the meeting is adjourned.

Section 8. Any action (election, motion) shall be approved by a simple majority of the quorum except for revisions and amendments to the Bylaws and Deed Restrictions.

Section 9. Actions approved by Vote become effective at the end of the ROCA meeting or the Board-approved voting deadline.

Section 10. Written ballots shall be retained for a minimum of 15 days after the date of the vote, should a recount be requested.

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Article XI. Payment Plan Policy

Section 1. Per ROCA Deed Restrictions, on the delinquent date (March 1) of the second year of non-payment, the Association (ROCA) shall start procedures to file a Notice of Assessment Lien Against Property for Sums Not Paid to Property Owners Association with the Harris County Clerk's Office. Prior to the Board's filing the Notice of Assessment Lien Against Property, the Owner with two years of non-payment of Assessments may negotiate a payment plan as outlined below for the delinquent Assessments.

Section 2. It is the policy of ROCA to provide an alternative payment schedule by which an Owner may make payments to ROCA for delinquent regular or Special Assessments or other amounts owed to ROCA without accruing additional monetary penalties:

- a. Applicability. This policy only applies to delinquent Dues, Special Assessments, or other amounts owed ROCA prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
- b. Term. The term for a payment plan offered by ROCA - shall be:
 - i. For amounts equal to or less than \$100.00, a maximum of three (3) months, with payments being equal payments of one-third (1/3) of the original delinquency.
 - ii. For amounts greater than \$100, equal monthly payments of one-twelfth (1/12) of the original delinquency shall be required.
- c. Payment Plan Agreement. The Owner shall be obligated to execute a payment plan agreement ("Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.
- d. Sums Included in Plan. The payment plan shall include all delinquent regular and/or Special Assessments and other sums owed to ROCA as of the effective date of the Agreement. The payment plan shall not include any assessments that have not become due and payable to ROCA as of the effective date of the Agreement. The Agreement shall provide that any assessments or other valid charges that become due and payable to ROCA per the dedicatory instruments of ROCA during the term of the payment plan must be paid in a timely manner.
- e. Grace Period. There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Agreement.
- f. Interest. During the term of the payment plan, interest at the rate provided in the Declaration or by law shall continue to accrue on delinquent assessments.

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- g. **Monthly Penalties.** During the term of the payment plan, ROCA shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 2 f. Monetary penalties include late charges and fees otherwise charged by the ROCA and added to the Owner's account as a result of the account being delinquent.
- h. **Default.** If an Owner fails to make a payment to the ROCA by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Agreement, at which point the Agreement shall automatically become void. ROCA may notify the Owner that the Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Agreement to become void. If ROCA receives a payment after the expiration of the grace period and before ROCA notifies the Owner that the Agreement is void, ROCA may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Agreement has become void shall not reinstate the Agreement.
- i. **Owners Not Eligible for a Payment Plan.** ROCA is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.
- j. **At the sale of a Property,** any outstanding debt Agreements become due and payable.

Article XII. Amendments

Section 1. To amend the Bylaws all or in part by electronic vote and/or vote at any General meeting, a quorum shall be established and a two-thirds (2/3) majority FOR the amended Bylaws shall be required for approval.

Section 2. Any proposed Bylaws amendment and ballot shall be submitted by the Board to each Owner in writing, delivered by mail or email and posted to the ROCA website at least ten (10) days before voting begins.

Section 3. Approved, amended Bylaws shall replace in their entirety the following previously recorded document: Bylaws, Sept. 2013. If any article or section of these Bylaws is made legally invalid or unenforceable, the remaining articles and sections of the Bylaws remain valid.

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Article XIII. Association Records

Section 1. All ROCA records shall comply with the Open Records and Record Retention requirements of Chapter 209.005 of the Texas Property Code as currently enacted. The Texas Property Code is available at the Texas Constitution and Statutes website, and at www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm.

Section 2. Copies of the ROCA records may be available on the ROCA website, www.royaloakscivic.org/, and are available from the ROCA Secretary at the fee established in accordance with Title1, Part 3 of the Texas Administrative Code (TAC), Section 70.3. The TAC is available at the Texas Secretary of State website and at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=3](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=3).

Section 3. Written minutes and records of all proceedings of the Board shall be kept by the ROCA Secretary, and these minutes and records shall be open to the inspection of Members at all reasonable times.

Footnote:

1. Deed Restriction(s) as used in this document refer to the "AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROYAL OAKS SUBDIVISION" dated October 2019, as filed with the Harris County Clerk.

**Royal Oaks Civic Association, Inc.
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Signed: _____

Date: _____

XXXXXXXX XXXXXXXX, President,
Royal Oaks Civic Association, Inc.

Acknowledged by XXXXXXXX XXXXXXXX as President of Royal Oaks Civic Association, Inc. before me
on XXXXXXXX XX, 2021.

Notary Public, State of Texas

DRAFT