

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR RPHOA, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.

This amends all prior Management Certificates filed for this association

*Per Texas Property Code 209.004 (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"*

State of Texas §

County of Travis §

1. Name of Subdivision: Renaissance Park
2. Subdivision Location: Travis County
3. Name of Homeowners Association: RPHOA, INC.
4. Recording Data for Association: See Exhibit A of the Covenants, Conditions and Restrictions
5. Recording Data for Declaration: Declaration of Access Easement filed under Doc: 00005488010; Declaration of Covenants, Conditions and Restrictions filed under 12728-0782 Filed 7.15.1996
6. Attached to this Certificate are: Certificate of Filing: File #801305203  
Articles of Incorporation  
Bylaws signed 8/30/2010  
Bylaws signed 6/26/1996
7. Mailing Address and Contact Information for the Association and the Managing Agent:  
Spectrum Association Management, LP  
8303 North Mopac Expy  
Suite 8120  
Austin, TX 78759  
contact@spectrumam.com  
512-384-3900 Fax: 512-834-3901

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association: Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 15 day of July, 2015

RPHOA Inc

By: *Kathleen S. Able*  
Kathleen S. Able (of Spectrum Association Management) Managing Agent

State of Texas §

County of Travis §

This Instrument was acknowledged and signed before me on 15 July, 2015 by  
Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for  
RPHOA, Inc. on behalf of said Association.

After Recording Return To:  
Spectrum Association Management  
Attn: K Able  
17319 San Pedro, #318  
San Antonio, TX 78232

*Jennifer Nutt*  
Jennifer Nutt Notary Public, State of Texas



**SEAL**



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

RPHOA, INC.  
File Number: 801305203

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/10/2010

Effective: 08/10/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

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RENAISSANCE PARK HOA, INC.

ARTICLES OF INCORPORATION

FILM CODE

00005458296

1. The name of the corporation shall be Renaissance Park HOA, Inc.
2. The period of duration shall run until December 31, 2036, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by three-fourths (3/4) of the Owners of the Lots within the Renaissance Park subdivision.
3. Renaissance Park HOA, Inc., is a non-profit corporation created in accordance with the Texas Non-Profit Corporation Act, Article 1396, Volume 3, Vernon's Texas Civil Statute.
4. Renaissance Park HOA, Inc., a Texas non-profit corporation, is created as an association of homeowners in the Renaissance Park Subdivision and is therefore granted the powers of administering and enforcing the covenants, conditions, restrictions, liens and charges of the subdivision.
5. The registered agent and registered office address are listed as follows:

Registered Agent: Charles E. Ball

Registered Office: 9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

6. The initial Board of Directors shall be as follows:


President: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

Secretary: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

Treasurer: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

7. The name and address of the incorporator of Renaissance Park HOA, Inc. is as follows:

Incorporator: Charles E. Ball  
c/o Ball Resources  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

  
Charles E. Ball

6/21/96  
Date

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12728 0776

## BYLAWS OF

RPHOA, Inc.

### A NON-PROFIT CORPORATION

#### ARTICLE I – OFFICES

1.01 Principal Office. The principal office of RPHOA, Inc. (“Association”) in the State of Texas shall be located at 4813-1 Belvedere St., Austin, TX 78731, in the County of Travis or at such other location as may be determined by the Association’s board of Directors (“Board”) from time to time, provided that notice of such new location has been provided to the members of the Association. The Association may have such other offices as the Board may determine or as the affairs of the Association may require from time to time.

1.02 Registered Office and Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association, and the address of the registered office and the registered agent may be changed from time to time by the Board.

#### ARTICLE II – MEMBERS

2.01 Membership. Any person or entity upon becoming an Owner, as defined in the Declaration of Covenants, Conditions, and Restrictions of Renaissance Park, dated April 12, 1996 and recorded in the Real Property Records of Travis County, Texas, and as amended from time to time (“Declaration”), shall automatically become a member of the Association. The Declaration is incorporated herein by reference for all purposes as if here to set forth verbatim. Membership shall be appurtenant to ownership of a “Lot” or “Lots” out of the “Property”, as those terms are defined in the Declaration, and membership may not be severed from Lot ownership or in any way transferred, pledged, mortgaged, or alienated except together with the title to a Lot or Lots. All Owners and members by voluntarily becoming subject to the Declaration, agree to delegate and do thereby delegate to the Board the power to alter, amend, or repeal these Bylaws or to adopt new Bylaws, as authorized by Article 1396-2.09 of the Texas Non-Profit Corporation Act.

2.02 Voting Rights. The right to cast votes, and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the members shall be calculated as follows:

(A) The Owner of each Lot within the Property shall have one vote for each Lot so owned. Any officer elected or appointed by the Board may be removed by

the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, or the officer so removed.

(B) If a lot is held jointly or in common by more than one person, entitling the Owners to vote as provided herein, the Owners shall designate in writing one person who shall be entitled to cast the vote attributable to such a Lot. No other person shall be authorized to vote on behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast and if not filed, no vote may be cast or counted with respect to such Lot.

(C) The cumulative system of voting shall not be allowed.

(D) The right to exercise the voting rights granted herein shall be contingent upon the timely payment of all fees, charges, and other assessments made by the Association or its Board. Failure to remit any such amount within the required time period shall result in a temporary cessation of the voting rights and all other privileges of membership of the member(s) responsible for making such payment.

### ARTICLE III – MEETINGS OF MEMBERS

3.01 Annual Meeting. An annual meeting of the members shall be held on the first Saturday of March in each year at the hour of 10:00 o'clock AM, or at such other reasonable time and location as the Board may designate, for the purpose of electing those Directors whose terms of office have expired and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

3.02 Special Meeting. Special meetings of the members may be called by the President, the Board, or not less than two-thirds (2/3) of the members having voting rights.

3.03 Place of Meeting. The Board may designate any reasonable place in Travis County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action which could otherwise be taken at a regularly called and noticed meeting may be taken.

3.04 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of members, other than an annual meeting to be held at the time and place designated in paragraph 3.01, shall be delivered, either personally, by mail or by email to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered on the third (3<sup>rd</sup>) day (other than a Sunday or legal holiday) after being deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid.

3.05 Informal Action by Members. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3.06 Quorum. The members holding and entitled to vote at least one-half (1/2) majority of the votes which may be cast at any meeting, present in person or by proxy, shall constitute a quorum at such meeting and any act taken by a majority of such quorum, unless a different percentage is required by law, these Bylaws, or otherwise, shall be the act of the members as a whole. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting to a time not less than forty-eight (48) hours, nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement, to the extent allowed by law, shall be waived. Action may be taken by a vote of a two-third (2/3) majority of the votes present at such adjourned meeting.

#### ARTICLE IV – BOARD OF DIRECTORS

4.01 General Powers. The affairs of the Association shall be managed by its Board.

4.02 Number, Tenure and Qualifications. The Directors named in the Articles of Incorporation of the Association ("Articles") shall hold office until the first annual meeting of the members and until their successor is elected and qualified. At the first annual meeting of the members and at every annual meeting thereafter, three (3) directors shall be elected to serve at a term of two years

4.03 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place in Travis County, Texas as the place for holding any special meetings of the Board called by them.

4.04 Notice. Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally or sent by mail or email to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered on the third (3<sup>rd</sup>) day after being deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by email, such notice shall be deemed to be delivered the 3<sup>rd</sup> day after the email is sent. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.05 Quorum. All the Directors must be present to constitute a quorum for the transaction of business at any meeting of the Board.

4.06 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the board, unless the act of a greater number is required by law, these Bylaws, or the Articles.

4.07 Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remained Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of this predecessor in office.

4.08 Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

#### ARTICLE V – OFFICERS

5.01 Officers. The officers of the Association shall be a President and Secretary.

5.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board at its regularly scheduled annual meeting. If the election of officers shall not be held at such meetings, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

5.03 Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.



5.04 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and shall in general supervise and control the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign any deeds, mortgages, bonds, contracts, or other instruments and agreements which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.06 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association's records and keep a register of the post-office address of each member which shall be furnished to the Secretary by each member, and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### ARTICLE VI – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

6.01 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association provided that such contract or instrument is not in violation of these Bylaws, the Articles or applicable law. Such authority may be general or confined to specific instances.

6.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the President of the Association.

6.03 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 may select.

6.04 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for any purpose of the Association.

#### ARTICLE VII – INCONSISTENCIES AND CONFLICTS

7.01 In the event of any inconsistency or conflict between these Bylaws and the Declaration, the Declaration shall control.

#### ARTICLE VIII – BOOKS AND RECORDS

8.01 The Association shall keep correct and complete books and records of account in accordance with all applicable laws, and shall also keep minutes of the proceedings of its members, Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time and with reasonable notice.

#### ARTICLE IX – FISCAL YEAR

9.01 The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

#### ARTICLE X – INDEMNIFICATION

10.01 Indemnification.

- A. The Association shall indemnify any person 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 by reason of the fact that he is or was a Director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonable incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he (1) acted in good faith and in a manner he reasonable believed to be in, or with respect to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonable believed to be in, or in a manner which was not in the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- B. The Board may purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member,

employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of this status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

#### ARTICLE XI – WAIVER OF NOTICE

11.01 Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or any other applicable law(s) or under the provisions of the Articles or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

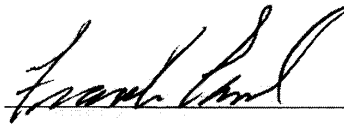
#### ARTICLE XII – AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days' written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting.

I hereby certify that the above and foregoing bylaws of the Association were adopted as the initial bylaws of the Association by the unanimous written consent of the Directors without a meeting, executed 30<sup>th</sup> day of August, 2010, pursuant to Article 1396-9.10 of the Texas Non-profit Corporation Act.

APPROVED:

RPHOA, Inc.

A handwritten signature in cursive script, appearing to read "Frank Paul", is written over a horizontal line.

Frank Paul, President

**BYLAWS OF**  
**RENAISSANCE PARK HOA, INC.**  
**A NON-PROFIT CORPORATION**

**ARTICLE I - OFFICES**

1.01 **Principal Office.** The principal office of Renaissance Park HOA, Inc. ("Association") in the State of Texas shall be located at 9442 Capital of Texas Highway North, Plaza One, Suite 680, Austin, Texas 78759, in the County of Travis or at such other location as may be determined by the Association's board of Directors ("Board") from time to time, provided that notice of such new office location has been provided to the members of the Association. The Association may have such other offices, either within or without the State of Texas, as the Board may determine or as the affairs of the Association may require from time to time.

1.02 **Registered Office and Registered Agent.** The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association, and the address of the registered office and the registered agent may be changed from time to time by the Board.

**ARTICLE II -- MEMBERS**

2.01 **Membership.** Any person or entity upon becoming an Owner, as defined in the Declaration of Covenants, Conditions, and Restrictions of Renaissance Park, dated April 12, 1996 and recorded in the Real Property Records of Travis County, Texas, and as amended from time to time ("Declaration"), shall automatically become a member of the Association. The Declaration is incorporated herein by reference for all purposes as if here set forth verbatim. Membership shall be appurtenant to ownership of a "Lot" or "Lots" out of the "Property", as those terms are defined in the Declaration, and membership may not be severed from Lot ownership or in any way transferred, pledged, mortgaged, or alienated except together with the title to a Lot or Lots. All Owners and members by voluntarily becoming subject to the Declaration, agree to delegate and do hereby delegate to the Board the power to alter, amend, or repeal these Bylaws or to adopt new Bylaws, as authorized by Article 1396-2.09 of the Texas Non-Profit Corporation Act.

2.02 **Voting Rights.** The right to cast votes, and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the members shall be calculated as follows:

(A) The Owner (including Declarant, as defined in the Declaration) of each Lot within the Property shall have one vote for each Lot so owned. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

(B) In addition to the votes to which they are entitled by reason of Subsection (A) of this Section, for every one vote outstanding in favor of any other person or entity, Declarants shall have two (2) votes ("Bonus Votes") until the earlier of: (i) the date on which Declarants delegate this right to the Board by written instrument, or (ii) December 31, 2010.

(C) If a Lot is held jointly or in common by more than one person, entitling the Owners to vote as provided herein, the Owners shall designate in writing one person who shall be entitled to cast the vote attributable to such Lot. No other person shall be authorized to vote on behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast and if not filed, no vote may be cast or counted with respect to such Lot.

(D) The cumulative system of voting shall not be allowed.

(E) The right to exercise the voting rights granted herein shall be contingent upon the timely payment of all fees, charges, and other assessments made by the Association or its Board. Failure to remit any such amount within the required time period shall result in a temporary cessation of the voting rights and all other privileges of membership of the member(s) responsible for making such payment.

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

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### ARTICLE III - MEETINGS OF MEMBERS

3.01 **Annual Meeting.** An annual meeting of the members shall be held on the first Saturday of March in each year, beginning with the year 1996, at the hour of 10:00 o'clock, A.M.; or at such other reasonable time and location as the Board may designate, for the purpose of electing those Directors whose terms of office have expired and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

3.02 **Special Meeting.** Special meetings of the members may be called by the President, the Board, or not less than two-thirds (2/3) of the members having voting rights.

3.03 **Place of Meeting.** The Board may designate any reasonable place in Travis County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action which could otherwise be taken at a regularly called and noticed meeting may be taken.

3.04 **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of members, other than an annual meeting to be held at the time and place designated in paragraph 3.01, shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered on the third (3rd) day (other than a Sunday or legal holiday) after being deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid.

3.05 **Informal Action by Members.** Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3.06 **Quorum.** The members holding and entitled to vote at least one-half (1/2) majority of the votes which may be cast at any meeting, present in person or by proxy, shall constitute a quorum at such meeting and any act taken by a majority of such quorum, unless a different percentage is required by law, these Bylaws, or otherwise, shall be the act of the members as a whole. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting to a time not less than forty-eight (48) hours, nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement, to the extent allowed by law, shall be waived. Action may be taken by a vote of a two-third (2/3) majority of the votes present at such adjourned meeting.

### ARTICLE IV - BOARD OF DIRECTORS

4.01 **General Powers.** The affairs of the Association shall be managed by its Board.

4.02 **Number, Tenure and Qualifications.** The Directors named in the Articles of Incorporation of the Association ("Articles") shall hold office until the first annual meeting of the members and until their successors are elected and qualified. At the first annual meeting of the members and at every annual meeting thereafter, three (3) directors shall be elected to serve a term of two years, or until their successors are elected and qualified.

4.03 **Special Meetings.** Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place in Travis County, Texas as the place for holding any special meetings of the Board called by them.

4.04 **Notice.** Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered on the third (3rd) day after being deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where

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a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.05 **Quorum.** All the Directors must be present to constitute a quorum for the transaction of business at any meeting of the Board.

4.06 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the board, unless the act of a greater number is required by law, these Bylaws, or the Articles.

4.07 **Vacancies.** Any vacancy occurring in the Board shall be filled by a majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.08 **Informal Action by Directors.** Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

#### ARTICLE V - OFFICERS

5.01 **Officers.** The officers of the Association shall be a President, a Secretary and a Treasurer.

5.02 **Election and Term of Office.** The officers of the Association shall be elected annually by the Board at its regularly scheduled annual meeting. If the election of officers shall not be held at such meetings, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

5.03 **Removal.** Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.04 **Vacancies.** A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.05 **President.** The President shall be the principal executive officer of the Association and shall in general supervise and control the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments and agreements which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.06 **Treasurer.** If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association and from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 7 of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

5.07 **Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association's records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### ARTICLE VI - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

6.01 **Contracts.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association provided that such

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contract or instrument is not in violation of these Bylaws, the Articles or applicable law. Such authority may be general or confined to specific instances.

6.02 **Checks and Drafts.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

6.03 **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 may select.

6.04 **Gifts.** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for any purpose of the Association.

#### ARTICLE VII - INCONSISTENCIES AND CONFLICTS

7.01 In the event of any inconsistency or conflict between these Bylaws and the Declaration, the Declaration shall control.

#### ARTICLE VIII- BOOKS AND RECORDS

8.01 The Association shall keep correct and complete books and records of account in accordance with all applicable laws, and shall also keep minutes of the proceedings of its members, Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time and with reasonable notice.

#### ARTICLE IX - FISCAL YEAR

9.01 The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

#### ARTICLE X - INDEMNIFICATION

10.01 **Indemnification.**

A. The Association shall indemnify any person 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 by reason of the fact that he is or was a Director, officer, committee member, employee, servant or agent of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he (1) acted in good faith and in a manner he reasonably believed to be in, or with respect to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or in a manner which was not in the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. The Board may purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or 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 hereunder or otherwise.

#### ARTICLE XI - WAIVER OF NOTICE

11.01 Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or any other applicable law(s) or under the provisions of the Articles or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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ARTICLE XII - AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days' written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting.

I hereby certify that the above and foregoing bylaws of the Association were adopted as the initial bylaws of the Association by the unanimous written consent of the Directors without a meeting, executed on the 26 day of JUNE, 1996, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act.

APPROVED:

RENAISSANCE PARK HOA, INC.

  
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Charles E. Ball, President

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Jul 23, 2015 03:44 PM

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VALLEJOA: \$86.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

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Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.