

1 ADOPTED 23/24 JANUARY 1988
 2 AMENDED 18 FEBRUARY 1989
 3 AMENDED 15 FEBRUARY 1990
 4 AMENDED 21 FEBRUARY 1991
 5 AMENDED 27 FEBRUARY 1992
 6 AMENDED 25 FEBRUARY 1993
 7 AMENDED 24 FEBRUARY 1994
 8 AMENDED 27 FEBRUARY 1997
 9 AMENDED 26 FEBRUARY 1998
 10 AMENDED 25 FEBRUARY 1999
 11 AMENDED 22 FEBRUARY 2001
 12 AMENDED 22 FEBRUARY 2002
 13 AMENDED 27 FEBRUARY 2003
 14 AMENDED 24 FEBRUARY 2005
 15 AMENDED 22 FEBRUARY 2007
 16 AMENDED 28 FEBRUARY 2008

AMEMDED 26 FEBRUARY 2009
 AMENDED 25 FEBRUARY 2010
 AMENDED 23 FEBRUARY 2012
 AMENDED 28 FEBRUARY 2013
 AMENDED 26 FEBRUARY 2016
 AMENDED 23 FEBRUARY 2017
 AMENDED 27 FEBRUARY 2020
 AMENDED 25 FEBRUARY 2021
AMENDED 23 FEBRUARY 2023

17
 18 **ALAMO AREA SKP CO-OP/RETREAT OF TEXAS, INC.**
 19

20 **BYLAWS**

21
 22 **ARTICLE I**

23 **NAME, STATUS, PURPOSE AND ASSETS**
 24

25 **SECTION 1: NAME**

26
 27 The Corporation shall be known as the Alamo Area SKP CO-OP/Retreat of
 28 Texas, Incorporated and shall be referred to herein as the CO-OP.
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30 **SECTION 2: ORGANIZATIONAL STATUS**

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 32 A. The CO-OP is a non-profit corporation organized under the laws of the
 33 State of Texas.
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35 B. Net earnings from any assessments, fees, interest earnings, fines, gifts,
 36 activities or any other sources shall accrue to the CO-OP for maintenance
 37 or improvements and no part shall inure to any member.
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39 2-15-90 C. The official office of the CO-OP shall be located at 131 Private Road
 40 2-27-97 5240, Hondo, Texas, 78861-5427, near the town of D'Hanis, Medina
 41 County. All of the CO-OP's permanent records such as files and books shall
 42 be kept at this office in a fireproof receptacle.
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44 **SECTION 3: PURPOSE**

45 The CO-OP is organized and operated for pleasure, recreation and other
 46 non-profitable purposes, no part of the net earnings of which inures to the
 47 benefit of any private member.
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ARTICLE I, Section 3, (continued)

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SECTION 4: ASSETS

2-15-90 Assets of the CO-OP include, but are not limited to, the CO-OP office
2-27-20 and contents, the club house and contents, maintenance equipment, and
2-25-21 attachments, hand tools, fenced land with roads, water, electric, and sewer
improvements, trailers, cash in the bank and petty cash.

**ARTICLE II
MEMBERSHIP**

SECTION 1: DEFINITION

2-25-93 A. The term member/members as used herein, is defined as one or two
adults traveling together in one RV, who have entered into a lifetime
agreement with the CO-OP for one specific lot.

SECTION 2: REQUIREMENT FOR MEMBERSHIP

2-28-13 A. Prior to being awarded a Membership, prospective members
must be 55+ years of age. If prospective members are a
couple, one must be 55+ years of age. Prospective members
must be traveling and/or living in one RV.

2-28-13 B. Prospective member(s) must be, and remain, a current
Member of Escapees, Inc.

SECTION 3: PROCEDURE FOR MEMBERSHIP

2-25-93 A. Any member in good standing of Escapees, Inc., may become a
prospective member of the CO-OP by having their name added to the
Active Waiting List. The Active Waiting List procedure is as follows:

- 2-28-08 1. Prospective member(s) shall submit a completed application
- 2-26-09 form to the Membership Committee, expressing their desire to be added
- 2-23-12 to the Active Waiting List. A \$500.00 refundable deposit, and a separate
- 2-25-21 non-refundable administrative fee, will be submitted with the
- application. The prospective member's name(s) will be placed on the
- Active Waiting List according to the date of the request and applicable
- fees are received in the CO-OP office. Prospective member(s) will return
- a signed statement agreeing to abide by the CO-OP Bylaws, Standing
- Rules, Park Rules, and decisions of the Board of Directors. After 3
- years, an additional administrative fee will be charged to remain on the
- Active Waiting List. All administrative fees will be approved by the
- Board of Directors. The Membership Committee will notify all
- prospective member(s) monthly of their current position during the
- months of November through May.

ARTICLE II, Section 3, (continued)

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2. The membership chairman and committee, under the direction of the Board of Directors, will maintain a written Lot Selection Procedure and will provide a copy to each prospective member along with a copy of the Bylaws, Standing Rules and Park Rules.

3. Prospective members who feel they cannot abide by the Lot Selection Procedure, Bylaws, Standing Rules, Park Rules, and any and all other rules or decisions of the Board of Directors after reading same may ask for a refund of the \$500.00 refundable deposit.

SECTION 4: RESPONSIBILITIES OF MEMBERS

A. All members shall abide by the Bylaws, Standing Rules, and Park Rules of the CO-OP.

B. Each member shall be responsible for, and pay any taxes on the improvements to their lot.

C. Members shall pay all assessments, fees and fines within 60 days of notice or make satisfactory arrangements with the Board of Directors, Treasurer, or CO-OP Office to do so. Whenever stated in these Bylaws of giving notice, if mailed, a notice is deemed delivered when deposited in the U.S. Mail to the address shown on the CO-OP's books. Members are responsible for providing an "up to date" mailing address to the CO-OP Office. The CO-OP is not to be held responsible for mailings sent to a "wrong on file address".

D. Members shall maintain their lot in such a manner as defined in these Bylaws and the rules of the CO-OP.

E. Members are responsible and financially liable for any damage caused by themselves, their guests and pets or for any debts owed to the CO-OP by their guests. No potentially dangerous or objectionable pet is allowed in the CO-OP.

F. Members shall obtain approval from the appropriate committee before putting up any structure or plantings, including but not limited to: storage buildings, patios, shade shelters, cabanas, fences, trees, or shrubs.

G. Members of the CO-OP must remain members in good standing of Escapees, Inc.

H. Members must agree to enter into a lifetime agreement for a specific lot, without any right to sell, give, will, or in any manner transfer their Certificate of Membership to any person or persons other than the CO-OP.

ARTICLE II, Section 5

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SECTION 5: RIGHTS AND PRIVILEGES OF MEMBERS

- 2-25-93 A. Members are entitled to receive a Certificate of Membership representing their fully paid membership. Only one Certificate of Membership is allowed per membership.
- 2-24-94
- 2-25-93 B. No member has the right to pledge, mortgage, or assign the members' interest as security for a loan or for any debt obligation.
- C. Members have the right to appeal the termination of their membership.
- 2-25-21 D. Members may request amendments or alterations to these Bylaws. Ref. Article VII, Section 2.
- E. Members may attend membership meetings and all open meetings of the Board of Directors.
- 2-23-12 F. Members are to receive minutes of Membership Meetings, and Annual Report and an Annual Financial statement. The Board of Directors will make the minutes of open Board of Directors meetings available to the Membership.
- 2-25-93 G. Members may put their membership up for sale on the 1st through 5th of any month. The Membership, Lot Improvement, and Evaluation Committees will be notified and will complete their required tasks in a reasonable and timely manner for the purpose of making the membership available. Requests made during May thru September may not be reviewed until sufficient (no less than 3) experienced Membership, Lot Improvement, and Evaluation Committee Members return to the CO-OP.
 - 1. Members may request by letter any lot, up to a maximum of three (3) lots, prior to its being offered to the Active Waiting List. For each lot requested a \$10.00 non-refundable deposit (for Postage etc.) must accompany the request. The order of priority is to be determined by the date and time the letter is received in the CO-OP office and will be kept on file by the membership committee.
 - 2. Members having a request in for a lot that does become available will be immediately notified of the availability of the lot and will have one month from the date the notification was mailed to respond. If no response is received, or if the responder no longer desires the lot, the lot will be made available to the CO-OP membership for the remainder of the month and then to the Active Waiting List on the first (1st) of the next month.

ARTICLE II, Section 5, (continued)

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3. Members that put their membership up for sale or purchase a different lot that has become available must vacate the original lot, except for the RV, to allow for appraisal. This is to be accomplished within a period of two weeks after the membership is surrendered. Additional time may be allowed if approved by the Board of Directors. After appraisal, the lot sale will proceed in accordance with Bylaws Article II, Section 5, Paragraph G. Until the lot is reassigned, the member is responsible for all financial obligations and upkeep.

H. Lots may be exchanged providing it is mutually agreed by those concerned and that another member has not previously requested, in writing, one of the lots involved. The membership committee must be notified and will verify that no previous requests are on file. Upon exchange, the original Certificates of Membership are surrendered and new ones will be issued, and the changes recorded in the CO-OP's record.

I. Lots are not to be exchanged with lots of other SKP CO-OP's.

J. 1. Single members may add a different adult to the Certificate of Membership provided that the person fits the definition of membership as stated in these Bylaws. The membership committee must be notified in writing. The original Certificate of Membership is surrendered and a new one will be issued. The change is recorded in the CO-OP's records.

2. Upon the death of a co-member, the full and complete rights are vested with the surviving members. The survivor notifies the membership committee in writing of the death and surrenders the Certificate of Membership as soon as practical and a new one is issued. The change is recorded in the CO-OP's record.

K. Members have the right to vote, wherever provided for in these Bylaws if all necessary obligations to the CO-OP are satisfied (current utility bill excepted), with provisions made for voting by mail unless specifically waived by these Bylaws.

L. Each membership is entitled to only one vote on each matter even if two individuals are listed on the Certificate of Membership.

M. Members have the right to vote on any assessment for improvement to the CO-OP property. Example; clubhouse, spa, mini-golf, TV Satellite, fence, or additional land. Any assessment shall be equally divided among all the members and shall require the approval of 2/3 of the member votes cast, but not less than 66 affirmative votes. Any assessment monies not used for the assessment's specific purpose shall be equally credited to the member's maintenance fee upon completion of the project. Assessments shall be part of members investment except for credited refunds.

ARTICLE II, Section 5, (continued)

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SECTION 6:

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- 1. "Assessment", as used herein, is defined as any payment that is equally shared by all members and has been designated for a specifically stated purpose that will benefit the CO-OP as a whole. An assessment can be for any new unbudgeted capital asset or an improvement to any capital asset on the current or past park asset depreciation schedule.
 - 2. An assessment may be done at any time of the year using a mailed or hand delivered ballot. The ballots may not be tallied until forty-five days after the mailing date of the ballots.
- N. Members R.V. guests are welcome to stay in the CO-OP provided the member is present at the same time. Providing space is available, the guest/guests may stay in the boondock area or on a rental lot with the CO-OP charging rent based on the prevailing rental rate established by the Board of Directors. Guests will be subject to all rules and regulations.
- O. Members are encouraged to make written suggestions regarding the CO-OP to any Board Member. The Board of Directors will respond in writing within 30 days of their next meeting, either regular or special called.
- P. The improvements to the individual lots such as, but not limited to patios, sheds, walks, are specifically owned by the individual member and may be disposed of as the member sees fit, without damaging the lot or changing it from its original condition.

TERMINATION OF MEMBERSHIP

A. Cause for termination:

- 1. Any member may resign voluntarily from the CO-OP.
- 2. Any member who continues to ignore the Bylaws, Standing Rules and/or Park Rules and regulations, or is in default in the payment of fees or assessments for a period of 60 days from when they are payable and is unable to make satisfactory arrangements with the Board of Directors, shall have his membership terminated by the Board of Directors, and shall vacate the CO-OP property.
- 3. Upon death of the surviving member named on the Certificate of Membership, the membership shall revert to the CO-OP. Compensation will be paid to the estate as stated in paragraph D of this section.

B. Procedure for expulsion:

- 1. If grounds exist for expulsion of a member or members, under the provisions of these Bylaws, the member or members shall receive the

ARTICLE II, Section 6, (continued)

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minimum of one (1) verbal and one (1) written warning. The verbal warning will be followed by a written warning no less than 30 (thirty) days following the verbal warning.

2. If conditions continue, the member will be given 60 days written notice of the proposed expulsion and the reasons for it.

3. The member shall be given the opportunity to be heard, either orally or in writing, up to five days before the effective date of the proposed expulsion. The hearing shall be held by the Board of Directors to determine whether the expulsion should take place.

4. Expulsion requires a 2/3 vote of all the Board.

C. Appeal of termination:

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2-25-21

1. Any member, whose membership is terminated by the Board of Directors, has the right to appeal and to obtain a vote of the membership at the next membership meeting whether it be the annual membership meeting or a special membership meeting as provided for in Article II, Section 7, Paragraph C of these Bylaws. A majority of the members voting must approve the termination.

D. Compensation upon termination:

2-25-93

1. Whether voluntary or mandatory, compensation shall include an amount equal to, but not exceeding, the member's original investment plus any subsequent assessments. The CO-OP shall make a diligent effort to find a new member to pay the value of the improvements as determined by the appraisal committee, but in no instance can the CO-OP guarantee that a member will be found.

2-25-93
2-28-13

2. Compensation due the member shall be paid within 30 days of reassignment and payment by the new member(s). In case of no survivors, the proceeds will revert to the member's estate. Any unpaid fees or other charges shall be deducted from the amount due. The yearly maintenance fee and county and school district taxes shall be prorated and a refund made.

2-25-93
2-24-94

3. Single or surviving members may put in their wills that the proceeds from the sale of his/her membership and improvements will be donated to the CO-OP upon his/her death.

ARTICLE II, Section 7, (continued)

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SECTION 7: MEETINGS

A. All membership meetings will be held at the CO-OP, when possible.

2-25-93 B. The annual membership meeting shall be held the last Thursday of February each year.

2-23-23 C. Special meeting of the membership may be called by the Board of Directors or at the request of 1/3 of the membership. Written notice stating time and purpose thereof will be sent to the membership, **by mail and/or email**, not less than 30 days before the meeting.

2-23-12 D. A majority of the members present will constitute a quorum.

E. All membership meetings shall be guided by Robert's Rules of Order, Newly Revised.

**ARTICLE III
GOVERNMENT**

SECTION 1: COMPOSITION

A. The governing body of the CO-OP is the Board of Directors, which shall consist of nine members of the CO-OP.

2-25-93 2-23-23 B. A director may be removed, with or without cause, by a majority vote of the members or **the director** may resign at any time.

2-18-89 2-25-93 2-26-98 C. Vacancies shall be filled by Board appointment to complete the term of office at or before the next regularly scheduled Board meeting or properly called Special meeting. First consideration should be from, but not limited to, the unsuccessful candidates from the previous election. If the term extends beyond the next annual membership meeting the appointee/appointees must be ratified by a majority vote of the members. In the event the appointee/ appointees are not ratified by a majority vote, an open election for the unexpired term shall held from the floor. A plurality vote will elect.

2-25-93 D. Membership on the Board of Directors shall be limited to one person per membership.

E. Directors shall serve without compensation for any services rendered, except for actual, reasonable and necessary expenses as approved by the Board.

ARTICLE III, Section 1, (continued)

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F. No director shall be eligible to serve for more than two consecutive terms. Terms of office shall begin and end immediately following the annual election. Members appointed to fill vacancies shall be considered to have served a full term if the time of service is greater than one year.

G. If agreeable to the BOD, Officers may continue to serve in the same position during a second term.

SECTION 2: NOMINATION & ELECTION OF THE BOARD OF DIRECTORS

A. Directors are elected by the membership at the annual membership meeting. At the first annual meeting nine directors were elected. The five directors receiving the highest number of votes will serve two years the remaining four will serve for one year. Hereafter the directors shall be elected annually for a two year term, keeping the Board at nine Directors.

2-25-93

B. Election shall be held by mail using the ballot provided and returned in the envelopes provided marked "Official Ballot". Instructions to follow will be sent along with the ballots. Each member listed on the Certificate of Membership must sign on the space(s) provided for on this envelope.

2-25-93
2-22-07

C. The Board of Directors shall assure that an election committee has been formed at their March Meeting to enable the committee to notify all members 105 days prior to the election to solicit resumes in sufficient number to fill the vacancies plus at least one more.

2-25-93
2-24-94
2-22-07

D. A member in good standing and active in the CO-OP, and who has been a member for one (1) year prior to December 1st, may serve on the CO-OP Board of Directors by election or appointment. Members may become a nominee for election by filling out the resume form received from the Election Committee or by sending a letter of qualifications (limited to one page) to the Election Committee or CO-OP office at least 75 days prior to the Annual Membership Meeting. Only one member listed on the Certificate of Membership may run for or serve on the Board of Directors at any one time.

- 1. Members who choose to become candidates for the Board of Directors will be listed on the "Official ballot". Members may vote for these candidates.
- 2. If the "Official Ballot" does not contain sufficient candidates to fill the required positions for the Board of Directors, nomination and election to the required additional positions may be accomplished at the Annual Membership Meeting.

ARTICLE III, Section 2, (continued)

3. The elected Board may appoint Members to fill any positions remaining after the procedures of Paragraphs D1, and D2 are exhausted.

E. Resumes and ballots with instructions will be mailed or distributed to members at least 45 days prior to election.

F. Sealed ballots shall be held by the election committee until election day when they will be opened, checked off the membership list and tallied in the presence of two randomly selected representatives of the membership. A plurality vote elects.

G. Any tie vote shall be broken by vote of the members present at the Annual Membership Meeting, who are eligible to vote as determined by the Alamo Area SKP CO-OP Bylaws. The candidate receiving the most votes wins.

SECTION 3: OFFICERS

A. The officers of the CO-OP will be President, Vice-President, Secretary, Treasurer and such other officers as the Board of Directors may deem necessary, each of whom shall be elected by the Board, from the elected or appointed directors, at their closed Executive meeting prior to the close of the annual meeting or at such time a vacancy may occur.

B. Any officer may be removed, with or without cause, by a majority vote of all of the Board, or he may resign at any time.

C. Duties of Officers:

1. These officers shall perform the duties prescribed by these Bylaws and by the parliamentary authority adopted by the CO-OP.

a. The President shall be the chief executive officer of the Board of Directors and will preside at all Board and membership meetings. When approved by the Board, the President will sign, execute and deliver contracts, documents and any other instruments in the name of the CO-OP.

b. The Vice-President, in the absence of the President, or in the event of the President's inability or refusal to act, shall perform the duties of the President. When acting as President, he/she shall have all the powers of, and be subject to all the restrictions of that office. The Vice-President will perform such other duties as, from time to time, may be assigned by the President of the Board of Directors. The Vice-President or the Vice-President's designee on the Board of Directors shall be responsible for the direction of the Administrative Manager and Workampers.

ARTICLE III, Section 2, (continued)

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3 2-25-93 c. The Secretary shall be responsible for the records of the
4 2-25-99 members' Certificate of Membership, transfers thereof, the minutes
5 of membership and Board of Directors meetings, the filings of all
6 reports, forms, etc., necessary to comply with Federal, State, or
7 County laws and all other official CO-OP records; will give all notices
8 required, and within 30 days mail minutes of the annual membership
9 meeting to the members; within 14 days (but not later than 3 days prior
10 to the next Board of Directors meeting, whichever occurs first) of any
11 scheduled meeting, special meeting, or Executive Board of Directors
12 meeting, will distribute draft minutes of said meetings to all Board of
13 Directors for review; and when authorized by the Board, will attest, seal,
14 execute and deliver documents of the CO-OP.

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16 2-25-93 d. The Treasurer shall be responsible for the accounting for the
17 monies of the CO-OP and for keeping correct and complete records
18 which conform to standard accounting practices and for subsidiary
19 records of account bookkeeping. The Treasurer will advise the Board
20 of Directors of any violation of the Federal Income Tax laws exempt
21 status as a non-profit corporation. To provide for continuity as one
22 Treasurer succeeds another, the books shall be maintained under the
23 supervision of a CPA or an accountant and consultation with that person
24 shall be maintained at intervals deemed necessary by the audit
25 committee. The Treasurer shall submit to the membership, at the
26 annual meeting, an annual financial statement. Treasurer reports
27 shall be made at regular scheduled meetings of the Board of Directors
28 and posted in the club house and at the CO-OP office. Monthly financial
29 accounting statements from the CPA shall be available in the CO-OP
30 office for members to read.

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32 **SECTION 4: DUTIES OF THE BOARD OF DIRECTORS**

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34 A. The Board of Directors shall carry out the Purpose and intent of
35 this CO-OP as expressed in its Articles of Incorporation.

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37 2-15-90 B. The Board shall elect its own officers, and establish, designate or
38 2-26-98 discontinue any special committee as it deems necessary to accomplish the
39 2-23-17 purpose of the CO-OP. The following Standing Committees have
40 2-25-21 been established by the CO-OP Membership: Audit, Election, Bylaws,
41 2-23-23 Membership, Evaluation, Grievance, Construction and Maintenance,
42 Lot Improvement, Landscaping, Laundry, Wi-Fi and Budget/Planning **and**
43 **Communication/Emergency/Disaster**. The Board of Directors shall
44 acknowledge successors to retiring Committee Chairmen as required.

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46 2-24-94 C. The Board is responsible for securing a Administrative Manager and
47 2-27-20 Workampers to serve at the Board's discretion. The President, Vice-
48 President, and Vice-President's designee shall diligently recruit candidates for
49 the Board's consideration.

ARTICLE III, Section 4, (continued)

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D. The Board shall conduct, manage and control the business and financial affairs of the CO-OP and they shall be conducted with the knowledge and approval of a majority of all the directors.

E. The Board is responsible for obtaining, whenever possible, competitive bids on all substantial purchases and employment of outside vendors, and shall not authorize work by an outside vendor unless a valid contract has been obtained, if appropriate. When the Board of Directors is not technically qualified to provide a proper contract, it must seek competent help to accomplish it.

F. The Board shall determine and make the policy for the operation of the park and maintain a set of park rules available to all members.

2-25-93 G. The President and Secretary shall sign and provide the member(s) with a Certificate of Membership representing their fully paid membership.

H. The Board shall keep complete records of its minutes and all its acts and proceedings.

2-15-90 I. The Board will announce the annual budget and the annual
2-24-05 operational fees for the coming year at the December Board meeting. Fees shall be paid prior to the annual membership meeting, or make satisfactory arrangements with the Board of Directors, Treasurer, or CO-OP office to do so, but not prior to January 1st. The Board shall submit to the membership at the annual meeting the following: the annual budget, the annual report, and the annual financial statement.

2-25-93 J. Immediately after the annual meeting, the Board shall appoint an
2-28-02 Audit committee, unless there is a Standing Audit Committee already
2-23-12 in place. The Audit Committee shall consist of at least three qualified persons, who are neither directors nor outgoing directors, nor any director's co-member. This committee will examine the CO-OP books and records, as well as the books and records of the Bluebonnet Organization, and will prepare a report of their condition. At its discretion, the audit committee may obtain an audit of the books by a CPA or an accountant. The committee's report and recommendation shall be presented to the Board President for action by the Board of Directors.

2-25-93 K. The Board shall establish "fees" and shall bill only those members to
2-22-01 whom they apply. Examples: annual operational expenses, lot transfer fees, late payment "fine", rule infraction, rental charges or waiting list payment. A new member shall have fees prorated from the first day of the month that the membership payment is received. A fee shall not be part of the members investment.

ARTICLE III, Section 5, (continued)

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SECTION 5: MEETINGS OF THE BOARD OF DIRECTORS

2-18-89 A. The Board shall meet, without notice, the day following the annual meeting.

2-26-11 B. Regular meetings shall be held the first Thursday of March, April, November, December and January and the last Thursday of October at 10:00 A.M.

2-28-13 C. Special Meetings:

The quorum for Special Meetings will be the same as for that of a regular Board of Directors Meeting.

1. A Special Meeting may be called by any three Directors for approval of large unbudgeted expenditures or unusual and/or emergency situations. Such meeting must allow at least three days notice. Absent directors must be notified. Notice of the special meeting and the agenda for the meeting shall be posted. No business shall be transacted except that presented in the agenda. Absent Directors can issue a proxy which will count toward that Special Meeting quorum, and only valid for the issues in the call. This proxy can be either by electronic communication or by facsimile.

2-25-93 D. **A Board member who misses two consecutive regular board meeting is considered to have resigned from the Board of Directors, unless the absence is due to medical reasons pertaining to the Board member or Board members family. A Board member wishing to give notice of an intended absence from a regular Board meeting must notify the President or the Secretary of the Board of Directors via electronic mail or telephone as soon as practicable once an upcoming absence is known. If a Board member is physically unable to provide this notice, it is acceptable for a family member to do so. A Board member participating in a meeting by phone is considered to have attended the meeting. However, participation by phone is limited to twice in the regularly scheduled meeting season and participation by phone will not be consecutive months.**

2-25-21 E. A majority of the directors shall constitute a quorum at any board meeting. A quorum, once obtained, continues through until adjournment, despite voluntary withdrawal of enough directors to leave less than a quorum, providing that any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum. Unless stated otherwise, in these Bylaws, the act of the majority of directors present at a meeting in which a quorum is present shall be the act of the Board. If a quorum is not present, business matters can be

ARTICLE III, Section 5, (continued)

presented by telephone to absent directors. Such contacts shall constitute a quorum provided that all absent members shall be called, with a reasonable and diligent effort and be allowed to vote with two board members hearing the vote.

6 2-12-91 F. A director may give a signed proxy, valid for a specific date only, to any other director for any matter known to be coming before the Board or for any matter in a specific field of interest which might come before the Board. Directors present by proxy may not be counted towards a quorum.

SECTION 6: ADMINISTRATIVE MANAGER AND WORKAMPER

13 2-27-20 A. The Administrative Manager of the CO-OP facility shall be authorized to conduct its business and affairs operating under the policies set by the Board of Directors and acting under the direction of the Vice-President or the designee.

18 2-27-20 B. The Administrative Manager shall not be elected board members but, at the discretion of the Board, may attend Board meetings with voice but without vote.

22 2-27-20 C. The Administrative Manager will be issued specific guidance to insure that the needs of the membership, guests, and SKP visitors are met and also that the obligations of the park are met.

26 2-25-93 D. The CO-OP assumes no responsibility for private agreements between the Administrative Manager and CO-OP members.

30 2-25-93 E. The Board of Directors shall negotiate a contract with a new
31 2-27-20 Administrative Manager and/or Workampers setting forth duties and
remuneration. Such agreement shall be signed by the Vice-President and shall
remain in force until the end of the contract, unless a formal change or addition
is agreed upon in writing.

**ARTICLE IV
INDIVIDUAL LOTS**

SECTION 1: USAGE

41 2-25-93 A. Each site shall be operated as a self-contained RV site. Site
42 2-26-09 occupancy is limited to one or two adults living in the RV, except for
occasional visitors. The Board of Directors may allow exceptions to this
requirement as circumstances dictate.

46 2-24-05 Self-contained RV's shall have as a minimum holding tanks for
47 2-25-16 sewage (black) water and wash (gray) water and maintained in a roadworthy

ARTICLE IV, Section 1, (continued)

1 condition. In no case will the wheels and tires be removed
 2 from the RV, and RV's will not be placed upon foundations. Residence
 3 type flush toilets are not allowed. Electrical connection to the RV shall be
 4 made via a 30 ampere, 120vac connection or a 50 ampere, 120/240vac
 5 connection, but not both. Covers over RV's, and permanent awnings are
 6 2-22-07 not permitted. Any skirting added to the RV shall be considered
 7 temporary to be removed when the RV is not at the site and will not be
 8 considered a part of any lot improvement. An RV as referred to herein is
 9 to be either a Motorhome, or a "Travel Trailer", "Fifth Wheel Trailer",
 10 2-25-16 or "Destination Trailers/Park Trailers" to be pulled behind a tow vehicle
 11 without any consideration for special license or road limitations. RV's
 12 allowed will be a maximum width of 105 inches without slide-outs
 13 2-25-16 "Destination Trailers/Park Trailers" and self or commercially converted
 14 RV's must be approved by the Board of Directors before they can be
 15 2-25-16 brought into the Park. "Destination Trailers/Park Trailers" with second
 16 story designs and/or peaked roof designs are not allowed.

17
 18 2-25-99 1. The basic inhabitable rig will be parked in such a manner as
 19 to allow clear walking access to the utility pedestal from the members
 20 own lot.

21
 22 2-22-07 2. The lot will have the following description and contain the
 23 following:

- 24 1. Lot size approximately 50' wide and 70' deep.
- 25 2. One approximately 10' wide and 50' long RV parking pad.
- 26 3. One 3" waste water access port to septic system.
- 27 4. Two water taps (one for RV use, one for fire suppression).
- 28 5. One electric power panel mounted on a pedestal, containing the
 29 following:
 30 a. One 50 ampere, 120/240 volt circuit with RV receptacle
 31 b. One 30 ampere, 120 volt circuit with RV receptacle.
 32 c. One 20 ampere, 120 volt circuit with RV receptacle.
 33
 34

35 2-21-91 B. The storage shed, including eaves or overhang, covered porch or
 36 covered patio, must be at least 30 feet set back from the front street
 37 shoulder and 3 feet from the rear and side of the lot line. No shed can
 38 be placed behind the RV parking pad.

39
 40 1. No truck trailers, truck bodies, camper tops, slide-in campers, or RVs
 41 will be used as storage shed. See Article II, Section 4, Paragraph F.

42
 43 2-15-90 2. The single shed may have up to a maximum floor area of 288
 44 2-21-91 square feet based on exterior frame dimensions. One covered or
 45 2-27-92 screened porch may be built not to extend more than 9 1/2 feet
 46 2-28-02 from the building. The maximum height can be 12 feet from the floor
 47 surface to highest point of the roof surface. The longest horizontal

ARTICLE IV, Section 1, (continued)

1 dimension shall not exceed 24 feet and shall be facing the frontage street.

2

3 2-27-97 3. Members may bring a single 20 amp 120 volt power supply to the
4 shed.

5

6 4. Sheds will not be used as living quarters. Living quarters are
7 2-28-02 defined as an area used for sleeping, cooking or bathing.

8

9 2-27-97 C. Members are encouraged to place their lots in the Rental Pool when
10 they are not in residence so that rental lots are available for other SKPs to
11 rent.

12

13 2-25-93 1. Any lot with a raised deck or raised patio adjacent to the
14 2-24-05 original RV pad will be unable to be placed in the rental pool. All fees
15 2-27-20 must be paid and lot in good condition before eligible for entry in rental
16 pool. Any lot deemed unsafe at any time for rental by the Board of
17 Directors shall be removed from the rental pool. The member of
18 record for said lot shall be notified by mail to the address of record.

19

20 2-27-20 2. Members may allow another SKP to use their lot at no rental fee,
21 2-25-21 except for electricity used, providing they notify the CO-OP Office in
22 writing of such an arrangement. Anytime the lot is being used thus, the
23 lot shall be out of the rental pool.

24

25 2-18-89 3. The amount received from lot rentals (excluding electrical
26 2-25-93 charge) shall be divided between the CO-OP and the member on a
27 basis specified by the Board of Directors. This amount shall be
28 applied to the members annual maintenance fee, or if the
29 maintenance fee has already been paid, it shall be refunded as an
30 over-payment of same. Members should report this amount as
31 income. Any amount in excess of current years maintenance fee
32 shall revert to the CO-OP.

33

34 2-25-93 4. If a member withdraws from the CO-OP, any monies due from
35 the rental pool shall be returned to the member with the notation on
36 the check that it is "Rental Pool Income" and as such it should
37 be reported as income by the member. Any refund due from the
38 maintenance fee (pro-rated) shall be returned along with the
39 monies from the sale of the membership.

40

41 2-25-93 5. All members are responsible for any and all yard work on
42 2-24-05 their lot, and to maintain any structure on the lot in an aesthetically
43 pleasing and structurally sound manner, whether they are at the CO-
44 OP or away. If said work is neglected and has to be done at the
45 expense of the CO-OP, MEMBERS WILL BE BILLED FOR SAME. If
46 not, members will not be eligible to vote. If still owed and a member

ARTICLE IV, Section 1, (continued)

- 1 should decide to give up the membership, the amount owed will be
- 2 deducted from the proceeds of the sale of the membership.
- 3
- 4 2-27-20 Written notice will be given by the Board of Directors regarding items
- 5 involving correction or repair and the member will have no more
- 6 than 60 days to respond to this notice and arrange for corrective
- 7 action.
- 8
- 9 2-25-93 6. Any damage done to lots, due to renting, shall be the
- 10 2-27-97 responsibility of the CO-OP and/or tenant.
- 11
- 12 2-25-93 7. The member, along with the Board of Directors member, shall check
- 13 2-27-20 the condition of the lot before the lot is placed in the rental pool. The CO-OP
- 14 Office shall maintain records of each lot, in the pool, as to condition before
- 15 and after renting.
- 16
- 17 2-25-93 D. The CO-OP will provide spaces for self-contained RVs to park. A minimum
- 18 2-27-97 of 10% of the total number of spaces available to members will be thus set
- 19 2-22-07 aside. Boondock sites may also be used as rental sites if utilities are available.
- 20

**ARTICLE V
GENERAL**

SECTION 1: BLUEBONNET ORGANIZATION

- 26 2-25-93 A. In conjunction with the CO-OP, an auxiliary known as the Bluebonnets
- 27 2-22-07 shall be established. Said organization shall elect its own officers,
- 28 2-25-21 being: President, Vice-President, Secretary and Treasurer. Duties are to be
- 29 as described precisely in Bluebonnets’ guidelines as approved by the Board
- 30 of Directors. Membership in the Bluebonnets is automatic once becoming
- 31 a member, but may be declined by the member.
- 32
- 33 2-25-21 B. The Bluebonnets will provide general guidelines for the operation
- 34 of the Auxiliary which will not conflict with these Bylaws.
- 35
- 36 2-25-21 C. The purpose of the Bluebonnets is for fund raising and organizing
- 37 social functions.
- 38
- 39 2-25-21 D. Any funds generated by the Bluebonnets shall be held in a separate
- 40 bank account under SKP Bluebonnets, listing their tax ID number, the
- 41 same as the Alamo Area SKP CO-OP/Retreat of Texas, Inc.
- 42
- 43 2-25-21 E. The Bluebonnets will have authority, within the current approved
- 44 Bluebonnet guidelines, to direct the funds in their separate account
- 45 but will present a yearly financial report to the CO-OP Board of Directors by
- 46 February 1st each year for their review prior to the annual membership

ARTICLE V, Section 1, (continued)

1 meeting.

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3 2-24-05

F. In the event the Board of Directors is of the opinion that the funds generated and spent by the Bluebonnet Auxiliary were incorrectly handled, they may present it to the membership for review and a decision made by 2/3 of the member votes cast but not less than 66 affirmative votes will determine what action, if any, is to be taken.

4 2-25-21

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9 **SECTION 2: RESTRICTIONS**

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A. Smoking will not be allowed in any CO-OP owned buildings at any time.

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B. There will be no political or religious assemblies in or on any CO-OP owned buildings or land except on individual lots, provided this does not annoy neighbors.

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17 2-24-94

C. No one may offer any alcoholic beverage, including beer or wine, for sale or for a donation on CO-OP property at any time nor may any be stored in any CO-OP refrigerator.

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21 **ARTICLE VI**
22 **INDEMNIFICATIONS**

Members agree to indemnify and hold CO-OP, and its directors, harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of the CO-OP. Provided, however, that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of their own willful misconduct or gross negligence.

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32 **ARTICLE VII**

33 **ADOPTION AND AMENDMENT OF THESE BYLAWS**

34 2-25-21

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36 **SECTION 1: ADOPTION**

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38 2-25-93

These original Bylaws of the CO-OP have been considered and adopted by a majority vote of the members.

39 2-25-21

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41 **SECTION 2: AMENDMENT**

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43 2-25-93

A. These Bylaws may be amended by 2/3 of the member votes cast but not less than 66 affirmative votes.

44 2-28-02

45 2-25-21

B. All proposed amendments shall be voted upon once a year by mail as set forth in these Bylaws. Said votes are to be counted at the annual meeting.

46 2-24-94

47 2-25-21

ARTICLE VII, Section 2, (continued)

C. Procedure for amending from the membership:

1. Requests for amendments shall be submitted to the Bylaws Committee 75 days prior to the annual meeting. Request shall be in the form of a petition signed by a minimum of 30 of the members.

2. A By-Laws committee shall compile all requests and prepare for the Board of Directors submission to the membership for vote at least 45 days prior to the annual meeting.

3. All voting shall be done by mail and returned in sealed envelopes marked "Bylaws Official Ballot".

4. Sealed ballots shall be held in the CO-OP Office under the direction of the Election Committee until the annual meeting where the votes are counted.

D. The Board may submit their own recommendations for proposed amendments to the By-Laws committee for compiling. Board amendments must be submitted to the By-Laws Committee at least 75 days prior to the Annual Membership Meeting.

E. Once an amendment has been denied by the membership, the same request cannot be accepted for vote again for two years.

**ARTICLE VIII
PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert’s Rules of Order, Newly Revised, shall govern the CO-OP in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the CO-OP may adopt.

**ARTICLE IX
DISSOLUTION**

The dissolution of the corporation shall be implemented in accordance with Texas Corporation law governing non-profit corporations.

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