



Control Number: 50200



Item Number: 1998

Addendum StartPage: 0

SOAH DOCKET NO. 473-20-3110.WS  
PUC DOCKET NO. 50200



APPLICATION OF  
UNDINE TEXAS, LLC  
AND UNDINE TEXAS  
ENVIRONMENTAL, LLC  
FOR AUTHORITY TO  
CHANGE RATES

§  
§  
§  
§

BEFORE THE STATE  
OFFICE  
OF  
ADMINISTRATIVE  
HEARINGS

**RIVERSIDE RANCH HOMEOWNERS ASSOCIATION'S RESPONSE TO SOAH  
ORDER NO. 2 REQUESTING FILINGS FROM PARTY REPRESENTATIVES**

Riverside Ranch Homeowners Association (Riverside Ranch HOA) files these responses to SOAH's Order No. 2 Requiring Filings from Party Representatives and would respectfully show as follows:

I.

*See Exhibit A, By-Laws RSR HOA dba Riverside Ranch Homeowners Association Fort Bend County, Richmond, Texas, paragraph VIII which provides the Riverside Ranch HOA Board Members with the power and authority to represent the Riverside Ranch HOA and the Riverside Ranch Homeowners.*

II.

*See Exhibit B, Riverside Ranch Homeowners Association, Inc. Annual Meeting of the Membership/Board of Directors Meeting November 13, 2019 which reflects the elected Board Members as President: Marion Smith, Vice President: Peter Jakubenas, Secretary/Treasurer: James Crawford, Director: Jose Rodriguez and Director: David Suire.*

III.

Finally, *see attached Exhibit C, Resolution Action Taken Outside of Meeting May 20, 2020* wherein the Board officially designated Charles Smith, Jr. and Cheri Smith Riverside Ranch homeowners and members of the Riverside Ranch HOA as committee designees.

Respectfully submitted,

RIVERSIDE RANCH  
HOMEOWNERS ASSOCIATION

A handwritten signature in black ink, appearing to read "CSS Smith Jr.", written in a cursive style.

CHARLES S. SMITH, JR.  
CHERI SMITH  
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**BY-LAWS**  
**OF**  
**RSR HOA, INC. dba**  
**RIVERSIDE RANCH HOMEOWNER ASSOCIATION**  
**FORT BEND COUNTY, RICHMOND, TEXAS**

**ARTICLE I.**

**NAME AND LOCATION**

The name of the corporation is RSR HOA, INC. dba RIVERSIDE RANCH HOMEOWNER ASSOCIATION, hereafter referred to as the "Association". The principal office of the corporation shall be at such location as designated from time to time by the Board of Directors and reflected as such with the Secretary of State of the State of Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Fort Bend, as may be designated by the Board of Directors.

**ARTICLE II.**

**DEFINITIONS**

Following words, when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

- Section 1.** "Association" shall mean Riverside Ranch Homeowners Association, a Texas non-profit corporation.
- Section 2.** "Articles" shall mean the Articles of Incorporation of the Association.
- Section 3.** "Common Area" shall mean all real property, if any, together with improvements thereon, owned by the Association for the common use and enjoyment of the Owners.
- Section 4.** "Developer" shall mean and refer to 723 Partnership, Ltd., a Texas Limited Partnership, its successors or assigns.
- Section 5.** "Lot (s)" shall mean and refer to any of the numbered Lots shown on the Riverside Ranch Subdivision Plat, including all sections to same as well as all future additions annexed and under the purview of the Association, including any Lots created by the replatting of a Lot or other tract of land.
- Section 6.** "Owner (s)" and/or "Owner's Representative" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot

or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

**Section 7.** "Property" shall mean and refer to that certain real property being the Lots and Common Areas within the Riverside Ranch Subdivision and any additional property hereafter added to the jurisdictions of the Association as provided by the Declarations on file for all sections of the subdivision.

**Section 8.** "Restrictions" shall mean and refer to any restrictive covenants applicable to the Property as may be filed in the Official Public Records of Real Property of the Fort Bend County, Texas, and any amendments thereafter or such other restrictions created by additional properties dedicated to the subdivision by the Developer.

**Section 9.** "Member" shall mean and refer to those person entitled to membership as provided in the Bylaws, the Restrictions and Articles of Incorporation.

### ARTICLE III.

#### MEMBERSHIP

**Section 1.** Every person or entity who is now or hereafter becomes an Owner shall automatically be a Member of the Association during his period of ownership. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Without limiting the generality of the foregoing, Members of the Association shall include the Developer so long as the Developer shall own any of the Property, together with all other Owners of the Property.

**Section 2.** Each Member shall be entitled to one (1) vote for each Lot owned in fee. The Developer shall be entitled to exercise all voting rights as prescribed in the Declaration on file for the subdivision. The developer retains the right to assign or relinquish its voting rights in whole or in part at any time.

**Section 3.** The rights of Members are subject to the payment of periodic assessments levied an to be levied by the Association, which are imposed against the Owner of, and become a lien upon, all of the Property against which such assessments are made, as provided in the Restrictions. Each such assessment, together with interest thereon and cost of collection thereof, as provided in the Restrictions, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The voting rights of a Member maybe suspended by action of the Board of Directors during the period when any such assessment remains unpaid, but upon payment of all such assessments, the right and privileges of such Member shall be automatically restored.

**Section 4.** Membership in the Association shall continue only so long as such Member shall own Property. Membership in the Association shall not be transferable; provided however, that 1) upon the sale by a Member of Property, the purchaser of such Property shall become a Member of the Association, and 2) in the event that ownership of Property shall devolve upon another person or other persons by virtue of the death of an individual Member, or by virtue of the termination of