

Bylaws
Andalusia Condominium Association Inc.

EXHIBIT "E"

BYLAWS

OF

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

The name of the organization shall be ANDALUSIA CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE I - OBJECT

(Plan of Ownership)

1.1 The purpose for which this non-profit corporation is formed is to govern the condominium property situated in Bexar County, State of Texas, which property is described on Exhibit "A", attached hereto and by this reference is made a part hereof (the "Project"). The Project has been submitted to the provisions of the Texas Uniform Condominium Act within the Texas Property Code, (the "Condominium Act").

1.2 All present or future owners, tenants, future tenants, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units (the "Unit(s)") within the Project, or the mere act of occupancy of any Unit, will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Membership. Any person upon becoming an owner of a Unit shall automatically be a member of the Association and shall be subject to these Bylaws. Membership in the Association shall terminate without any formal Association action whenever a person ceases to own a Unit. Termination of Unit ownership will not relieve or release any former owner from any liability or obligation incurred under or in any way connected with THE ANDALUSIA CONDOMINIUMS during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of this Association or other member may have against a former owner and member arising out of or in any way connected with his ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board may, if it so elects, issue one membership card to the owner(s) of a Unit. Any membership card issued to an owner shall be surrendered either to the Secretary, if available, or if not available, then to the person in charge of the Management Office of the Association whenever ownership of the Unit designated therein shall terminate.

2.2 Voting. Voting shall be based upon Unit ownership. The owners of each Unit shall be entitled to one vote per Unit. Cumulative voting is prohibited. Each Unit must be voted in its entirety. Split voting is prohibited.

2.3 Majority of Unit Owners. As used in these Bylaws the term "majority of unit owners" shall mean owners of eleven (11) Units.

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2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum. Except as otherwise provided in the Declaration of Unit Ownership for THE ANDALUSIA CONDOMINIUMS (the "**Declaration**") filed in the Condominium Records of Bexar County, Texas, or these Bylaws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

2.5 Proxies. Votes may be cast in person or by written proxy duly executed by a Unit owner. Proxies may be filed with the Secretary before the appointed time of each meeting. A Unit owner may not revoke a proxy given except by giving actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter or longer time.

ARTICLE III ADMINISTRATION

3.1 Association Responsibilities. The owners of Units will constitute the Association of Unit owners, who will have the responsibility of administering the Project through a Board.

3.2 Place of Meetings. Meetings of the Association shall be held at 215 West Travis, San Antonio, Texas 78205 (the "**Management Office**"), or at such other place as may be designated from time to time by the Board within the City of San Antonio.

3.3 Annual Meetings. The first annual meeting of the Association shall be held within one (1) month after the expiration of the Declarant Control Period as set forth in the Declaration Section 14.4. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of December of each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board in accordance with the requirements of Section 4.5 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. Special meetings of the Association may be called by the President, a majority of the Directors, or a majority of the owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 2/3 of the owners present, either in person or by proxy.

3.5 Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at the Unit address, at least 5 but not more than 20 days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

3.6 Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained, without notice other than the announcement at the meeting.

3.7 Order of Business. The order of business at all meetings of the owners of Units shall be as follows:

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors
- (g) Old business.
- (h) New business.

3.8 Fiscal Year. The Fiscal Year of the Association shall end on December 31 of each year.

ARTICLE IV BOARD

4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors ("**Board**") composed of no less than 3 and no more than 5 persons ("**Director(s)**"). To qualify for service on the Board, to the extent a director is a Unit owner, or an authorized officer of a Unit owner, within THE ANDALUSIA CONDOMINIUMS at the time of his election, the represented Unit owner must be current in the payment of all assessments due the Association. It is not necessary to be a Unit owner to serve on the Board. The president of the Association, as elected pursuant to Section 5.2, shall be considered the presiding officer of the Board and shall not vote as a member of the Board unless his vote is necessary to break a tie vote.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class condominium project. The Board may do all such acts and things as are authorized by these Bylaws or by the Declaration directed to be exercised by the owners.

4.3 Other Powers and Duties. The Board shall be empowered and shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration submitting the property to the provisions of the Condominium Act.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Project with the right to amend the rules and regulations from time to time. A copy of the Association rules and regulations shall be delivered or mailed to each owner promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the General Common Elements (defined in the Declaration) and Limited Common Elements (defined in the Declaration) and all items of personal property used in enjoyment of the Project.

(d) To insure and keep insured all of the insurable General Common Elements and such other insurance as required to comply with §82.111 of the Condominium Act or as determined appropriate by the Board, and in amounts of coverage determined by the Board in the exercise of its discretion.

(e) To establish a bank account and/or savings account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

(f) To fix, determine, levy and collect the prorated assessments to be paid by each Unit owner towards the gross expenses of the Project and by majority vote of the Board to adjust, decrease or increase the amount of the assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses or because of emergencies. All assessments shall be in itemized statement form and shall set forth detail of the various expenses for which the assessments are being made.

(g) To collect delinquent assessments and/or other charges authorized and approved as appropriate by either the Unit owners or the Board, by suit or otherwise, and to enjoin or seek damages from an owner as is provided in the Declaration and these Bylaws.

(h) To impose interest and late charges for late payments of assessments, return check charges and, if notice and an opportunity to be heard are given, to impose reasonable fines for violations of the Declaration, Bylaws and Rules of the Association.

(i) To protect and defend the Project from loss and damage by suit or otherwise.

(j) Institute, defend, intervene in, settle or compromise litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Project.

(k) To borrow funds in order to pay for any expenditure or outlay pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all instruments evidencing such indebtedness as the Board may deem necessary. Indebtedness of the Association shall be the several obligation of all of the Unit owners in the same proportion as their Common Element Expense Percentage (defined in the Declaration).

(l) To enter into contracts and incur liabilities relating to the operation of the Project, within the scope of their duties and powers.

(m) To cause additional improvements to be made as a part of the Common Elements.

(n) To grant easements, leases, licenses, and concessions through or over the Common Elements.

(o) To keep and maintain full and accurate books and records showing all of the receipts, expenses and disbursements, and to permit examination of the Association books and records at any reasonable time by each of the owners, and to cause an audit review of the books and accounts by a competent certified public accountant as necessary due to suspected malfeasance or as requested by a majority of Unit owners.

(p) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(q) To meet at least once each quarter.

(r) To designate the personnel necessary for the maintenance and operation of the General Common Elements and the Limited Common Elements.

(s) To impose reasonable charges for preparing, recording or copying Declaration amendments, resale certificates or statements of unpaid assessments.

(t) To enter a Unit for bonafide emergency purposes when conditions present an eminent risk of harm or damage to the Common Elements, another Unit or the occupants.

(u) To suspend the voting privileges of an owner delinquent for more than 30 days in the payment of assessments.

(v) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

(w) To file with the Bexar County Clerk Management Certificates as are required by §82.116 of the Condominium Act.

(x) To keep and maintain the records of the Association as required by §82.114 of the Condominium Act.

4.4 Managing Agent. The Board may employ for the Association a managing agent ("**Managing Agent**"), at a level of compensation to be established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3.

4.5 Election and Term of Office. Except as otherwise provided by the Declaration, during the Declarant Control Period, by duly authorized action of the members of the Association, the initial term of each Board member has been fixed at 1 year. Thereafter, each member of the Board shall serve a term not exceeding 1 year increments. The number of terms of service on the Board are not restricted. The members of the Board shall be elected at each annual meeting of the Association membership.

4.6 Vacancies. Except as otherwise provided by the Declaration, during the Declarant Control Period, vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. Except as otherwise provided by the Declaration, during the Declarant Control Period, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The absence of a Director at three consecutive Board meetings shall be grounds for removal of the Director for cause by the Board at a regular or special meeting duly called for that purpose. Any Director whose removal has been proposed by the Board for non-attendance at Board meetings, pursuant to this section, shall be given an opportunity to be heard at the Board meeting called to consider his removal.

4.8 Organization Meeting. The first meeting of a newly elected Board (or the Board appointed by Declarant pursuant to the terms of the Declaration) shall be held within 10 days of election/appointment at the location designated in Section 3.2 and no notice shall be necessary to the newly elected Directors in order legally to constitute the meeting, provided that a majority of the Board is present.

4.9 Regular Meeting. Regular meetings of the Board may be held at the time and place determined, from time to time, by a majority of the Directors, but at least four (4) meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, or by telephone at least 3 days prior to the date designated for the meeting.

4.10 Special Meetings. Special meetings of the Board may be called by the President on three (3) days advance notice to each Director, given personally, by mail or by telephone,

which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least 2 Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of the meeting and his waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

4.12 Board Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.13 Compensation. No member of the Board shall receive any compensation for service as a Director.

4.14 Imposition of Fines. Before the Board may charge the Unit owner for property damage for which the Unit owner is liable or levy a fine for violation of the Declaration, Bylaws or Rules, the Association shall give to the Unit owner a written notice that: (a) describes the violation or property damage and states the amount of the proposed fine or damage charge; (b) states that not later than the 30th day after the date of the notice, the Unit owner may request a hearing before the Board to contest the fine or damage charge; and (c) allows the Unit owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

4.15 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to at least the estimated maximum of funds, including reserve funds, in the custody of the Association or the Managing Agent as the case may be, at any given time during the term of each bond. The premiums on such bond shall be paid by the Association. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) months aggregate assessment on all Units plus reserve funds.

ARTICLE V OFFICERS

5.1 Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One individual may serve as both the Secretary and Treasurer of the Association.

5.2 Election of Officers. Except as otherwise provided by the Declaration, during the Declarant Control Period, the officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. On an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to the power to appoint committees from among the Unit owners, from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Secretary. The secretary shall keep all the minutes of all meetings of the Board and the minutes of all the meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. The membership roll will also show opposite each member's name the number or other appropriate designation of the Unit owned by each member and the parking space assigned for use in connection with each Unit. The membership roll shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.6 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

ARTICLE VI INDEMNIFICATION OF OFFICERS AND DIRECTORS

6.1 Indemnity. The Association shall indemnify every Director and officer, their heirs, executors and administrators, against all loss, costs and expenses, including legal counsel fees reasonably incurred in connection with any action, suit or proceeding to which a Director or officer may be made a party by reason of being or having been a Director or officer of the Association, except as to matters which the Director or officer shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with the matters covered by the settlement, as to which the Association is advised by its legal counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as a Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which any Director or officer may be entitled. All liability, loss,

damage, costs and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses (defined in the Declaration) subject to payment or reimbursement by assessment; provided, however that nothing in this section shall be deemed to obligate the Association to indemnify any owner of a Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an owner of a Unit covered thereby.

ARTICLE VII OBLIGATIONS OF OWNERS

7.1 Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses. The assessments shall be made pro-rata according to a Common Element Expense Percentage and shall be due in advance monthly or at such other times designated by the Board. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if the Unit owner has fully paid all assessments made or levied against the Unit represented at the meeting.

7.2 Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all needed maintenance and repair work within his own Unit and to those Limited Common Elements as provided by the Declaration, which if omitted would affect the Project in its entirety or in part belonging to other owners.

(b) All repairs of internal installations of a Unit such as utility pipes and lines, telephone, cable connections, central air and heat, doors, windows, glass electrical lines and fixtures and all other accessories, equipment and fixtures belonging to the Unit areas shall be at the owner's expense. All repairs to outside doors and windowframes caused by rain or storm shall be shared on an equal basis by an owner and the Association; provided, however, that the Association, through its Board, must first approve such cost based upon written estimates submitted by the owner.

(c) Subject to Section 14.4, an owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General Common Element or Limited Common Element, such as sprinklers, fencing, landscaping, and fixtures, damaged by his negligence or by the negligence of his tenants, agents, or invitees.

7.3 Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the owner's Unit. In the event suit for foreclosure is commenced, then within 10 days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of the laborer's claim plus interest at the rate of 18% for one year together

with a sum equal to 10% of the amount of the claim or Three Hundred Dollars (\$300.00) whichever is more. Except as is otherwise provided, the sum delivered to the Association by an owner shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of the funds or proceeds shall be made to insure payment of or on account of the final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the owner after application of any amounts remaining in the amount deposited by the owner with the Association. The owner's failure to promptly pay any deficiency shall entitle the Association at its sole election to make the payment, and the amount thereof shall be a debt of the owner and a lien against his Unit which may be foreclosed as is provided in Section 24.0 of the Declaration. The owner shall be liable to the Association for payment of interest at the rate of 18% on all sums paid by the Association on behalf of the owner until the date of repayment in full by the owner.

7.4 General.

(a) Each owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, and all amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was established.

7.5 Use of Units - Internal Changes.

(a) All Units shall be utilized for single family residential use only.

(b) An owner shall not make structural modifications or alterations to his Unit or installations including but not limited to erecting and/or demolishing, relocating or altering any walls, interior or exterior columns, beams and any other interior elements, whether or not structural or load bearing, without prior written approval from the Board. Except as hereafter provided, the Association shall be allowed not less than thirty (30) days between notice of the proposed modification or alterations requested and the Board meeting at which the request is to be considered. The Association may, prior to considering any structural modification or alteration, also require plans, drawings or other specified documentation of that proposed by the Unit owner. If any proposed structural modification or alteration is to the external portion of any Unit, no approval shall be given until all interested owners have been advised and have had an opportunity to appear and be heard with regard to any proposed exterior modification or alteration at a special meeting of the Board called for that purpose. A special Board meeting shall be held not sooner than 7 days after the Association's receipt of notice of proposed exterior alteration with appropriate accompanying documents as may be required by the Board.

7.6 Use of General Common Elements and Limited Common Elements. Each owner may use the General Common Elements, and the Limited Common Elements appurtenant to his Unit in accordance with the purpose for which they were intended, so long as the lawful rights of the other owners are not hindered or encroached.

7.7 Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of any emergency originating in or threatening a Unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or other representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry is made in advance and that the entry is at a time reasonably convenient to the owner. In case of an emergency, the right of entry shall be immediate.

7.8 Destruction of Obsolescence. Each owner shall upon request by the Association execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's Unit upon its destruction or obsolescence as is provided in Section 27.0 of the Declaration.

**ARTICLE VIII
AMENDMENTS TO PLAN OF UNIT OWNERSHIP**

8.1 Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of unit owners as defined in Section 2.3 hereof.

**ARTICLE IX
MORTGAGES**

9.1 Notice of Association. An owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President, giving the name and address of his mortgagee. The Association shall maintain such information on a book entitled "Mortgagees of Units."

9.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee or title insurance company, report any unpaid assessments due from the owner of a Unit.

**ARTICLE X
COMPLIANCE**

10.1 Conformity with Texas Uniform Condominium Act. These Bylaws are set forth to comply with the requirements of the Condominium Act. If any of these Bylaws conflict with any mandatory provisions of the Condominium act, it is hereby agreed and accepted that the provisions of the Condominium Act will govern resolution of the issue in conflict.

**ARTICLE XI
NON-PROFIT ASSOCIATION**

11.1 Non-Profit Qualification. This Association is not organized for profit. No member, Director or person from whom the Association may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation of the Association, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Director; provided, always: (a) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more the purposes of the Association as may be authorized by the Association, and (b) that any Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**ARTICLE XII
PRINCIPAL OFFICE**

12.1 Official Association Office. The principal office for the transaction of business of the Association shall be 215 West Travis, San Antonio, Texas, 78205, or such other office as the Board may designate from time to time.

**ARTICLE XIII
EXECUTION OF DOCUMENTS**

13.1 Authority. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes and amendments to the Declaration, shall be the President, Secretary or any other person authorized by the Board.

**ARTICLE XIV
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS**

14.1 The violation of any rule or regulation promulgated by the Board, or the breach of any Bylaw or the breach of any provision of the Declaration shall give the Board or the Managing Agent, the right, in addition to any other rights set forth therein: (a) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or its Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such reasonable force as may be necessary in so doing, without being liable to prosecution or in damages thereof (provided, such summary proceeds shall not be used to abate or remove items of construction), and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF BEXAR §

Ian Heritch, being duly sworn, upon oath deposes and warrants that he is the Secretary of ANDALUSIA CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation; that as Secretary, he is the custodian of the records of the Association; that the foregoing is a true copy of the Bylaws of the Association duly adopted by not less than 75% of the aggregate interest of the undivided ownership of Units at a special meeting of the membership of the Association held September 14, 2001; which Bylaws are duly adopted and the same have not been rescinded, altered, or amended and are now in full force and effect; that the adoption of the Bylaws of the Association were made and adopted in accordance with the Condominium Act and Declaration; that the membership of the Association has and, at the time of the adoption of the Bylaws, had authority to adopt the same.

IN WITNESS WHEREOF, I have subscribed by signature hereto September 14, 2001.

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

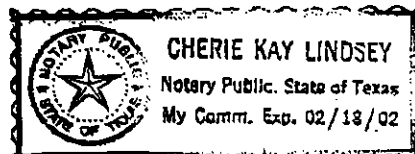
By: [Signature]
Secretary

SUBSCRIBED AND SWORN TO before me on September 14, 2001.

By: Cherie Kay Lindsey
Notary Public, State of Texas

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 18 2001



[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

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Pages 50
09/18/2001 01:46:05 PM
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BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$107.00

VOL 9058 PG 0183