

STATE OF TEXAS §

COUNTY OF BEXAR §

**AMENDED AND RESTATED BYLAWS OF  
LAFAYETTE PLACE HOME OWNERS ASSOCIATION**

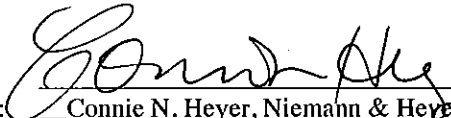
**Document reference.** Reference is hereby made to that certain Declaration Lafayette Place (A Condominium), filed as Vol. 4 page 1 in the Public Records of Bexar County, Texas (together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to those certain *Bylaws of Lafayette Place Home Owners Association*, attached as "Exhibit D" to Declaration Lafayette Place (A Condominium), filed as an Exhibit to the Declaration (together with all amendments thereto, the "**Bylaws**").

Whereas the Bylaws have been amended by the amendment procedure outlined therein, these amended and restated bylaws are hereby filed of record, to replace and supersede the previous Bylaws.

**LAFAYETTE PLACE HOME OWNERS ASSOCIATION**

Acting by and through its Board of Directors

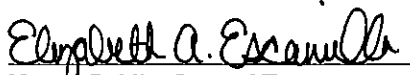
Signature:   
 Printed Name: Connie N. Heyer, Niemann & Heyer LLP  
 Title: attorney and authorized agent

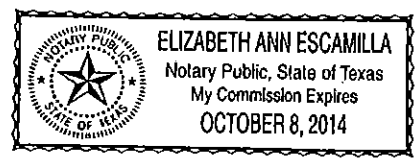
**Acknowledgements**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 19 day of November, 2013, by Connie N. Heyer in the capacity stated above.

  
 Notary Public, State of Texas



BYLAWS OF  
LAFAYETTE PLACE HOME OWNERS ASSOCIATION

The administration of Lafayette Place and the Lafayette Place Home Owners Association, a Texas Non-Profit Corporation, ("Association") shall be governed by the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas (the "act"), the Declaration of Condominium of Lafayette Place (the "Declaration") and these Bylaws.

1. APPLICATION OF BYLAWS.

All present and future condominium owners, mortgagees, lessees and occupants of condominiums and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an condominium shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. BOARD OF DIRECTORS.

2.1 The management and maintenance of the property and the administration of the affairs of the Association shall be conducted by a Board of Directors (Board) consisting of seven natural persons each of whom must be condominium owners.

2.2 Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect the members of the Board to fill those positions becoming vacant at such meeting. At least thirty (30) days prior to

any annual meeting of the Association, the Board shall elect from the condominium owners a nominating committee of not less than three (3) members, none of whom shall be members of the then Board. At least ten (10) days prior to the meeting, the nominating committee shall recommend to the Association a minimum of one nominee for each position on the Board to be filled at that particular annual meeting.<sup>1</sup> Nominations for positions on the Board may also be made by petition filed with the secretary of the Association at least five (5) days prior to such meeting, which petition shall be signed by three (3) or more condominium owners and signed by the nominee named therein indicating his/her willingness to serve as a member of the Board, if elected.

2.3 Members of the Board shall serve for terms of one (1) year beginning immediately upon their election or reelection by the Association. The members of the Board shall serve for a maximum of three (3) consecutive years or until their respective successors are elected, or until death, resignation or removal. Any member of the Board who fails to attend three (3) consecutive Board meetings or fails to attend at least 75% of the Board meetings held during any fiscal year shall be deemed to have tendered his/her resignation and, upon acceptance by the Board, his/her position shall be vacant.

2.4 Any member of the Board may resign at any time by giving written notice to the president of the Board or remaining Board members. Any member of the Board may be removed from membership on the Board by a two-thirds majority vote of the Association or vote of 5 Board Members. Whenever there shall occur an untimely vacancy on the Board due to death, resignation, removal or any other cause, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association, at which meeting said vacancy shall be filled by the Association.

2.5 The members of the Board shall receive no compensation for their

services; provided, however, that any member of the Board may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by four members of the Board not including the member to be employed.

2.6 The Board, for the benefit of the property and the Association, shall manage the business, property and affairs of the property and the Association and enforce the provisions of the Declaration, these Bylaws, and shall have the authority to adopt and enforce rules and regulations governing the property. The Board shall have the powers, duties and responsibilities with respect to the property as contained in the act, the Declaration and these Bylaws.

2.7 The total number of leased units shall be capped at 10%. The powers of the board shall expressly include the power to adopt rules for administration and enforcement of the 10% leasing cap.

2.8 The first meeting of the newly-elected board shall be held jointly with the members of the previous Board. The purpose of the joint meeting is to approve the minutes of the previous regular Board meeting and discuss any pending matters before the Board. The outgoing Board President shall provide over the joint meeting unless he/she is unavailable to do so; in which case, the outgoing Board Vice President shall preside. Following the adjournment of the joint meeting, the newly elected Board shall meet to elect the President, Vice President, Secretary, and Treasurer for the upcoming year, provided a quorum of the newly-elected Board is present. The Board may provide by resolution the time and place within San Antonio, Texas, for the holding of additional regular meetings without other notice than such resolution. Four members of the Board shall constitute a quorum, and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect a president who shall preside over both its meetings and those of the Association. In case of a tie vote at a Board meeting, the president of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the

Board may adopt.

Provided all directors are given notice of the vote and reasonable opportunity to cast a vote, the Board may act by consent in writing (including email or fax) of a majority of directors without a meeting, or by majority vote of directors on a conference call meeting at which a quorum is present, if: the board action does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or, suspension of a right of a particular association member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue; and a record of the board action is affirmed at the next scheduled meeting and filed with the minutes of the board meetings or otherwise noted in the minute book

2.9 Special meetings of the Board of Directors may be called by or at the request of the president or any two (2) Directors. The amount of notice of meeting shall be in the reasonable discretion of the President. The person or persons authorized to call special meetings of the Board may fix any place within the City of San Antonio, Texas as the place for holding any special meeting of the Board of Directors called by them.

2.10 Regular meetings of the Board may be held without call or notice provided the time and place for such meetings has been duly adopted by the Board or otherwise provided by these Bylaws.

2.11 Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at a meeting shall constitute a waiver of notice to him of such meeting unless such Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.12 After the election of the members of the Board at the annual meeting of the Association, any two (2) persons who are designated of record as being members of the most recent Board, whether or not they shall still be members, may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

2.13 The fiscal year of the Association shall be determined by the Board.

### 3. MEETINGS OF THE ASSOCIATION.

3.1 There shall be an annual meeting of the Association on the third Tuesday of April of each year at 7:00 P.M. at the property or at such other reasonable place or time not more than sixty (60) days before or after such date as may be designated by written notice by the Board delivered to the condominium owners not more than fifteen (15) days prior to the date set for said meeting. At or prior to an annual meeting, the Board shall furnish to the condominium owners (i) a list of names of the nominees for the Board to be elected at the meeting, (ii) a budget for the coming fiscal year which shall itemize the estimated common expenses for the coming fiscal year with the estimated allocation thereof to each condominium owner, and (iii) a statement of the common expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each condominium owner. If at the annual meeting a correction is made to the budget, receipts, disbursements or allocation; then within ten (10) days after the annual meeting, the budget and the statement of common expenses shall be delivered, upon request, to all condominium owners who were not present at the annual meeting.

3.2 Special meetings of the Association may be held at any time at the property or at such other place as determined reasonable by the Board to consider

matters which, by the terms of the Declaration, require the approval of all or some of the condominium owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by a majority of the Board or by condominium owners representing one third or more of the undivided interest in the common elements, which shall be delivered to all condominium owners and all mortgagees on the mortgagee roster not less than fifteen (15) days prior to the date fixed for said meeting. Such notice shall specify the date, time and place of the meeting, and the matters to be considered. All mortgagees shall be permitted to designate a representative to attend all such meetings.

3.3 The presence in person or by proxy of condominium owners holding fifty percent (50%) of the undivided interests in the property at any meeting of the Association held in response to notice to all condominium owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the undivided interests of the condominium owners is not present in person or by proxy, the meeting shall be adjourned for one (1) hour, after which time it shall reconvene and any number of condominium owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the act, the Declaration or these Bylaws, any action may be taken at any meeting of the condominium owners upon a majority vote of the condominium owners who are present in person or by proxy and who are voting, as provided in Section 22 of the Declaration.

3.4 Robert's Rules of Order (latest edition) may at the presiding officer's election govern the conduct of the Associations meetings when not in conflict with the Declaration or these Bylaws.

#### 4. OFFICERS.

4.1 All officers and employees of the Association shall serve at the will of the Board. The officers shall be a president, vice-president, secretary and treasurer. No two offices may be held by the same person. The Board may appoint such other assistant officers as the Board may deem necessary. Officers shall be required to be condominium owners, and must be members of the Board. No

officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. The Board may, in its discretion, require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The president shall be the chief executive of the Board and shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs. He/She shall sign on behalf of the Association any conveyances, mortgages and contracts of material importance to its business. He/She shall do and perform all acts which the Board may require.

4.3 The Vice-President shall perform the functions of the president in his/her absence or inability to serve.

4.4 The secretary shall keep minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the condominium owners and the Board.

4.5 The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate, with the Board's concurrence, the daily handling of funds and the keeping of records to a manager or managing company.

## 5. COMMON EXPENSES: ASSESSMENTS.

5.1 All assessments shall be made in accordance with the general provisions of Section 21 of the Declaration.

5.2 Within thirty (30) days prior to the annual meeting of the Association, the Board shall estimate the common expenses and capital contributions for the coming fiscal year. Subject to the provisions of the Declaration, the estimated capital contributions may include such amounts as the



Board may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance; and shall take into account an expected income, surplus or deficit in the common expenses for any prior year. These estimated capital contributions and common expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the condominium owners in proportion to their percentage of undivided interest in the common elements as set forth in Exhibit "C" of the Declaration. If the estimated common expenses prove inadequate for any reason, including nonpayment of any condominium owner's assessments, the Board may, by resolution duly adopted, make additional assessments, which shall be assessed to the condominium owners in the same manner as the estimated common expenses. Each condominium owner shall be obligated to pay to the Board assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner as the Board shall designate. The funds received by the Board from assessments for common expenses and capital contributions shall be kept in either capital accounts or in the common expense fund and shall be expended by the Board only in accordance with the provisions of the act, the Declaration and these Bylaws.

5.3 The failure by the Board before the expiration of any fiscal year to estimate the common expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the condominium owner from the obligation to pay any past or future assessments, and the estimated common expenses and capital contributions fixed for the previous and current year shall continue until a new estimate is made.

5.4 No condominium owner may exempt himself from liability for common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his condominium.

5.5 The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying

and itemizing the maintenance, repair and replacement of expenses of the common elements and any other expenses incurred. Such records shall be available for examination by the condominium owners and all mortgagees during normal business hours. In accordance with the actions of the Board assessing common expenses against the condominiums and condominium owners, the treasurer shall keep an accurate record of such assessments and payments thereof by each condominium owner.

5.6 All assessments shall be a separate, distinct and personal liability of the owner of the condominium at the time each assessment is made. The Board shall have the rights and remedies contained in the act and in the Declaration to enforce the collection of such assessments.

5.7 Any person who shall have entered into a written agreement to purchase a condominium shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the condominium and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the condominium shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former condominium owner shall remain so liable. Any such excess which cannot be promptly collected from the former condominium owner-grantor shall be reassessed by the Board as a common expense to be collected from all condominium owners, including without limitation the purchaser of the condominium, his successors and assigns. The new condominium owner shall, and the former condominium owner shall not, be liable for any assessments made after the date of transfer of title of a condominium, even though the common expenses and such other expenses incurred or the advances made by the Board for which the assessment is made relate in whole or in part to any period prior to that date.

5.8 In addition to the statements issuable to purchasers of condominiums, the Board shall provide to the condominium owner, to any person who shall have entered into a binding agreement to purchase the condominium and to any mortgagee on request at reasonable intervals a current statement of unpaid assessments for

common expenses and for any expenses of and advances by the Board with respect to the condominium.

5.9 In all cases where all or part of any assessments for common expenses and for any expenses of and advances by the Board cannot be promptly collected from the persons or entities liable therefore under the act, the Declaration or these Bylaws, the Board shall reassess the same as a common expense without prejudice to its rights of collection against such persons or entities and without prejudice to its lien for such assessments.

5.10 Amendments to this Section 5 shall be effective only upon unanimous written consent of the condominium owners and their mortgagees. However, the provisions of the Declaration relating to this Section 5 may be Amended as provided by the Declaration.

#### 6. SPECIAL ASSESSMENTS FOR ELECTRICAL USAGE.

The Board shall monthly, as soon as practicable after receipt of the invoice for electrical usage the previous month, specially assess each condominium for the amount of electricity consumed as displayed on such condominium's check meter. To the extent possible, readings of each check meter shall be made contemporaneously with the reading of the master meter(s). The Board shall assess for electricity consumed at a rate equal to the rate actually charged for electricity furnished to the property. The monthly assessment for electricity shall be paid within ten (10) days of the receipt of the assessment and if unpaid for thirty (30) days, the Board may cause the electricity supply to be disconnected from such Condominium and exact a charge for reconnection.

#### 7. LITIGATION

7.1 If any action is brought by the Association and recovery is had, the plaintiff's expenses, including reasonable attorneys' fees, shall be a common expense (to the extent such expenses are not covered by insurance or recovered in

any action); provided, however, that if such action is brought against the condominium owners or against the Board or the officers, employees, or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the condominium owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other condominium owners, as a common expense or otherwise.

7.2 Any action brought against the Association, the Board or the officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Board, which shall promptly give written notice thereof to the condominium owners and initiate a defense to such action; and the condominium owners shall have no right to participate in such defense other than through the Board. Actions against one or more, but less than all condominium owners shall be directed to such condominium owners, who shall promptly give written notice thereof to the Board, and provide their own defense.

## 8. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY CONDOMINIUM OWNERS.

8.1 The violation of any rules and regulations adopted by the Board, the breach of any provision contained herein or the Articles of Incorporation or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in these Bylaws and the Declaration.

8.1.1 To enter the condominium in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting condominium owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass;

8.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and/or

8.1.3 To assess a violating owner all costs of enforcement of

the dedicatory instruments, including attorneys fees.

8.2 These remedies are cumulative to other remedies provided in the act, the Declaration and these Bylaws or any other applicable laws.

9. ACCOUNTING.

9.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

9.2 At the close of each fiscal year, the books and records of the Association shall be audited by an auditor outside of the Association. Such audit shall, upon request, be furnished to each holder of a first mortgage on any condominium on the property within 90 days following the end of any fiscal year.

9.3 The books and accounts of the association may be inspected by any Condominium owner or his authorized representative during regular business hours.

9.4 All contracts entered into by the Association shall provide for termination for cause upon 30 days written notice.

10. SPECIAL COMMITTEES.

The Board by resolution may designate one or more special committees, each committee to consist of two (2) or more condominium owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The members of such special committee or committees designated shall be appointed by the Board or the president. The Board or the president may appoint condominium owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

11. AMENDMENT OF BYLAWS.

Except as otherwise provided in the act, the Declaration, or these Bylaws, the Bylaws may be amended by a majority vote of interests in person or by proxy at a meeting of the Association duly called for such purpose. Upon such an affirmative vote, the Board shall acknowledge the amended Bylaws setting forth the fact of the required affirmative vote of the condominium owners and the amendment shall be effective upon recording; provided, however, no material amendment to these Bylaws shall be effective without the prior written consent of each institutional holder of a first mortgage on condominiums on the property.

12. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. OFFICES AND AGENT.

The principal office of the Association in the State of Texas shall be located in the County of Bexar. The office of the Association to be maintained in the State of Texas may be, but need not be, identical with the principal office in the State of Texas, and the address of the office may be changed from time to time by the Board. The registered agent of the Association may be changed from time to time by the Board.

14. DISSOLUTION.

In the event the property is removed from the provisions of the act pursuant to Sections 12 and 13 of the Declaration, the Lafayette Place Home Owners Association shall immediately be dissolved as provided by Law and these Bylaws. Prior to such dissolution, the assets of the Association, after the payment of all

debts including mortgages and other encumbrances of property owned by the Association, shall be distributed to the condominium owners in accordance with their percentage of undivided interests in the common elements.

15. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

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BEXAR COUNTY  
GERARD C. RICKHOFF  
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STATE OF TEXAS  
COUNTY OF BEXAR  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*