

**BALCONY AND PATIO POLICY**  
*for*  
**LAFAYETTE PLACE HOME OWNERS ASSOCIATION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR           §

I, Irene Galindo-Cantu President of Lafayette Place Home Owners Association (the “**Association**”), do hereby certify that the Board of Directors of the Association approved the following Balcony and Patio Policy for Lafayette Place Home Owners Association (the “**Policy**”):

**RECITALS:**

1. The property encumbered by these Rules is that property restricted by the Declaration, Lafayette Place (A Condominium) (Amended December 4, 1978) recorded in the Real Property Records of Bexar County, Texas under Volume 4, Page 01, as same has been or may be amended and/or supplemented from time to time (“**Declaration**”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association (the “**Condominium**”);

2. The following Rules are adopted by the Association pursuant to *Section 9.3.1* of the Declaration and Section 82.102(a)(7) of the Texas Property Code;

3. Section 2.6 of the Amended and Restated Bylaws of Lafayette Place Home Owners Association (the “**Bylaws**”) grants the Board of Directors the authority to adopt these Rules for the benefit of the property and the Association to establish uniform rules for the parking of vehicles within the Condominium, and for the towing of vehicles in violation of the dedicatory instruments of the Condominium;

4. Section 4 of the applicable Declaration contains a description of the apartments. Exhibit “C” to the Declaration contains a table setting forth the building and number of each apartment, indicating the floor and location of the apartment, a general description of the apartment, the approximate square footage in the apartment and the approximate percentage of undivided interest in the common elements appertaining to said apartment;

5. Section 4.2 describes the boundary lines of each apartment as “the undecorated and/or unfinished interior surfaces of its perimeter or bearing walls, windows and doors; its lowermost floor and uppermost ceiling. Each apartment shall include both the portions of the building in which it is located that are not common elements within such boundary lines and the space so encompassed, excepting common elements. Without limitation, an apartment includes any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings; non-supporting interior walls; and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the apartment and servicing only that apartment.”;

6. Section 5 defines “Common Elements” as “the land on which the buildings are located and all portions of the property not contained within any apartment, including, but not by way of limitation, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors,

spaces which are not immediately adjacent and contiguous to any apartment; the maintenance storage building; installations of all central services, including power, light, gas, hot and cold water, heating, air conditioning equipment not serving an individual apartment, and garbage collection; the tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatuses and installations existing for common use; any driveways; utility pipes, lines, or systems servicing more than a single apartment; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; the swimming pool, Bath House and Club House; all ducts and flues that may be installed by Declarant in connection with the installation of fireplaces in certain apartments; the laundry and hot water heater rooms; all limited common elements as hereinafter described; and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements in the plat and all repairs and replacements of any of the foregoing.”;

7. Section 6 defines “Limited Common Elements” as “those portions of the common elements reserved for the use of certain apartments to the exclusion of other apartments. The limited common elements shall be the patios, balconies, storage spaces and halls that are immediately adjacent and contiguous to certain apartments as well as the parking spaces adjacent to the buildings, at least one of which shall be assigned to each apartment by the Declarant. The use and occupancy of designated limited common elements shall be reserved to its associated apartment; and each apartment owner is hereby granted an irrevocable license to use and occupy said limited common elements and shall have the responsibility to maintain such limited common elements as hereinafter provided.”;

8. Section 9.3 states “The Board shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the act, this declaration and bylaws, including but not limited to the following:

9.3.3 To operate, maintain and repair the common elements including landscaping and the exterior surfaces of the apartments . . .”;

9. Section 10.1 states in relevant part “The Board shall also maintain, replace and repair all balconies and patios except for normal cleaning as noted under paragraph 10.2 . . .”;

10. Certain apartment owners have enclosed their patio or balcony to create additional interior space in their Condominium;

11. Certain apartment owners have made improvements to their patio or balcony (i.e. installed tile/flooring, faucets, drains, etc.);

12. The Association desires to hereby establish rules and regulations related to the responsibility for the maintenance, upkeep, repair, and replacement of patios and balconies, and to additionally provide clear and definitive guidance to the apartment owners;

13. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration unless otherwise specified in this Policy; and

14. The Association does hereby adopt this Policy, which shall run with the land and be binding on all apartment owners within the Condominium. This Policy replaces and supersedes all prior policies relating to parking in their entirety.

**I.**  
**Policy**

1. Patios and balconies that are currently enclosed shall be maintained, repaired, and replaced at the sole expense of the apartment owners. The Association shall have no responsibility to maintain, repair, or replace patios or balconies that have been enclosed.
2. Apartment owners that have modified patios and balconies (i.e. installed tile/flooring, faucets, drains, etc.) shall be responsible for all maintenance, repair, or replacement of any modifications. In addition, any damages caused by the modification(s) to the patio and balcony, or the surrounding common areas shall be the responsibility of the apartment owners to maintain, repair, and replace. All other maintenance, repair, and replacement of modified patios and balconies shall be the responsibility of the Association. Any damage caused to a patio or balcony modification during the discharge of the Association's duty to maintain, repair or replace such patio or balcony shall be the sole responsibility of the apartment owners to repair or replace.
3. No apartment owners shall enclose, modify, or otherwise improve a patio or balcony without the prior written approval of the Association's Board of Directors.
4. No apartment owners shall install iron window guards without the prior written approval of the Association's Board of Directors. If such approval is granted, then duty to maintain, repair or replace such iron window guards shall be the sole responsibility of the apartment owners.

**II.**  
**Supplement**

*These rules and regulations related to the responsibility for the maintenance, upkeep, repair, and replacement of patios and balconies may be supplemented from time to time by the Board of Directors of the Association.* These rules and regulations are effective upon recording in the Official Public Records of Bexar County, Texas, and shall control over any policy regarding the maintenance, upkeep, repair, and replacement of patios and balconies which may have previously been in effect. All other provisions contained within the Association's Rules and Regulations concerning the maintenance, upkeep, repair, and replacement of patios and balconies, or any other dedicatory instruments of the Association shall remain in full force and effect.

**III.**  
**Miscellaneous**

1. Violations of this Policy will be considered a violation of the dedicatory instruments governing the Condominium, but may be enforced only by the Association, acting through the Board. The Board may enforce this Policy in accordance with the remedies contained herein; however, these remedies shall not be exclusive. The Association shall also have all other remedies available at law or in equity.
2. Failure to enforce any violation of this Policy by the Board shall not constitute waiver of the right to enforce any future violations.
3. This Policy is not intended to limit or supersede the Declaration, the Bylaws, and/or

any of their exhibits. In the event there is a conflict, the Declaration and the Bylaws shall prevail.

4. The Board shall have the right to make such other and reasonable rules from time to time, as in its judgment may be needed to enhance the premises.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Balcony and Patio Policy for Lafayette Place Home Owners Association was approved by the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

TO CERTIFY which witness my hand this the 18<sup>th</sup> day of March, 2024.

LAFAYETTE PLACE HOME OWNERS ASSOCIATION

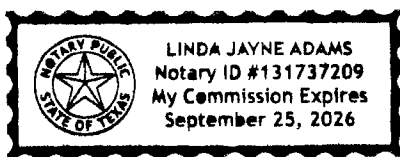
By:

Printed: Irene Galindo-Cantu

Its: President

THE STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this 18<sup>th</sup> day of March, 2024 personally appeared, Irene Galindo-Cantu, President of Lafayette Place Home Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

**File Information**

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 3/20/2024 9:12 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk