

**BY-LAWS**  
**OF**  
**THE BOULEVARD CONDOMINIUM ASSOCIATION, INC.**

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**BY-LAWS**  
**OF**  
**THE BOULEVARD CONDOMINIUM ASSOCIATION, INC.**

**Article I**  
**Name, Principal Office, and Definitions**

Section 1. Name. The name of the Association shall be The Boulevard Condominium Association, Inc. ("Association").

Section 2. Principal Office. The Association's principal office in Texas shall be located in Travis County, Texas. The Association may have such other offices, either within or outside Travis County, Texas, as the Board of Directors may determine or as the Association's affairs may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Condominium for The Boulevard, a Condominium filed in the land records of Travis County, Texas, as it may be amended ("Declaration"), unless the context indicates otherwise.

**Article II**  
**Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 1. Membership. All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit, excluding Persons holding such interest under a Mortgage, shall be Members of the Association, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

No Owner, whether one or more Persons, shall have more than one membership per Unit owned. In the event the Owner of a Unit is more than one Person, voting rights and rights of use and enjoyment shall be exercised as provided herein and in the Declaration. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of the Declaration and these By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of the Declaration and these By-Laws.

Section 2. Place of Meetings. Association meetings shall be held at the Association's principal office or at such other suitable place convenient to the Members as may be designated by the Board, either within the Condominium or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The Association's annual meeting shall be held during the second quarter of each year on a date and time set by the Board.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the President's duty to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least 20% of the total vote of the Association.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members and the items or the agenda shall be delivered, either by hand delivery or by U.S. mail, postage prepaid, to each Member entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the Association's records with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 7. Adjournment of Meetings. If any Association meeting cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than 30 days from the time the original meeting was called; provided, meetings at which directors are to be elected may be adjourned only from day to day, or for such longer periods not exceeding 15 days each, until such directors have been elected. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members entitled to cast at least that number of votes which would be required to take action on the matter if a quorum were present.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration and the Act, and such voting rights provisions are specifically incorporated herein. In any situation where more than one Person holds the interest in a Unit required for membership, the vote for such Unit shall be cast in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote without prompt protest to the presiding officer by any of the other owners of the Unit. In the event of disagreement, the Unit's vote shall be suspended.

Section 9. Proxies. At all meetings of the Members, each Member in good standing may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of the meeting for which they are given. Every proxy shall be revocable upon actual notice given to the person presiding over an Association meeting. A proxy shall automatically cease upon conveyance by the Member of his or her Unit, upon receipt of notice by the Secretary of the death or judicially declared incompetence of the Member, or upon the expiration of one year from the date of the proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean more than 50% of the total number of votes, owners, or other group as the context may indicate.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing at least 25% of the total vote of the Association shall constitute a quorum at all Association meetings.

Section 12. Conduct of Meetings. The President shall preside over all Association meetings, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at such meetings.

### **Article III**

#### **Board of Directors: Number, Powers, Meetings**

##### **A. Composition and Selection.**

Section 1. Governing Body: Composition. The Association's affairs shall be governed by a Board of Directors, each of whom shall have one equal vote. Except with respect to directors appointed by Declarant, the directors shall be Members or spouses of Members; provided, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Declarant Control Period. Except as provided in Article III, Section 5, the directors shall be appointed by Declarant acting in its sole discretion and shall serve at the pleasure of Declarant until the first to occur of the following:

(a) 120 days after 75% of the maximum number of Units permitted by the Declaration (including Units which may be created by Declarant in accordance with Paragraph 18 of the Declaration) have been conveyed to Persons other than Declarant or its affiliates; or

(b) when, in its discretion, Declarant so determines.

Section 3. Number of Directors. The number of directors shall be not less than three nor more than five, as provided in Article III, Section 5. The initial Board shall consist of three members as identified in the Articles of Incorporation.

Section 4. Nomination of Directors. Except with respect to directors selected by Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Members to serve a term of one year and until their successors are appointed, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event shall it nominate less than the number of positions to be filled. In the Board's discretion, nominations may also be permitted from the floor at each annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) Within 60 days after the time Members other than Declarant own 25% of the maximum number of Units permitted by the Declaration (including Units which may be created by Declarant in accordance with Paragraph 18 of the Declaration), or whenever Declarant earlier determines, the Association shall call a special meeting at which the Members other than Declarant shall elect one of the three directors. The remaining two directors shall be Declarant appointees. The director elected by the Members shall not be subject to removal by Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b), a successor shall be elected for a like term.

(b) Within 60 days after the time Members other than Declarant or its affiliates own 50% of the maximum number of Units permitted by the Declaration (including Units which may be created by Declarant in accordance with Paragraph 18 of the Declaration), or whenever Declarant earlier determines, the Board shall be increased to five directors. The Association shall call a special meeting at which the Members other than Declarant shall elect two of the five directors. The Declarant shall appoint the remaining three directors. The directors elected by the Members shall not be subject to removal by Declarant and shall be elected for a term of two years or until the happening of the event described in subsection (c), whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (c), successors shall be elected for a like term.

(c) Not later than the termination of Declarant's right to appoint a majority of the members of the Board, the Association shall call a special meeting at which the Members shall elect three of the five directors. The remaining two directors shall be appointees of Declarant. The directors elected by the Members shall not be subject to removal by Declarant and shall serve until the next annual meeting following their election.

(d) At the first annual meeting of the Members after the termination of Declarant's right to appoint a majority of the Board members, all directors shall be elected by the Members. Three directors shall be elected for a term of two years and two directors shall serve a term of one year, as such directors determine among themselves. At the expiration of the initial term of office of each Board member and at each annual meeting thereafter at which directors are to be elected, a successor shall be elected to serve for a term of two years.

Each Member shall be entitled to cast the vote attributable to his or her Unit with respect to each vacancy on the Board to be filled by the votes of members other than Declarant. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members representing at least a majority of the total Association vote entitled to be cast for his or her election. Any director whose removal is sought shall be given notice prior to the meeting at which his or her removal is to be considered. Upon removal of a director, the Members shall elect a successor to fill the vacancy for the remainder such director's term.

Any director elected by the Members who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than 30 days or for any other reason specified by law, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of an increase in the number of directors, or the death, disability, or resignation of a director, a vacancy or vacancies may be declared by the Board, and it may appoint a successor or successors.

In its sole discretion, Declarant may remove and replace any director it has appointed.

**B. Meetings.**

Section 7. Organizational Meetings. The first Board meeting following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as the Board shall fix.

Section 8. Regular Meetings. Regular Board meetings may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four such meetings shall be held during each fiscal year with at least one per quarter.



Section 9. Special Meetings. Special Board meetings shall be held when called by written notice signed by the Association's President or by a majority of the directors.

Section 10. Notice of Meeting; Waiver of Notice. Notice of any Board meeting shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by U.S. mail, first class postage prepaid; or (c) by telephone facsimile or other electronic transmission with confirmation of receipt, all charges prepaid. All such notices shall be sent to the director's address, telephone or facsimile number, or e-mail address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or electronic transmission shall be delivered or transmitted at least 72 hours before the time set for the meeting.

The transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 11. Quorum of Board of Directors. At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, except where a larger percentage is required for action under the Declaration, the Articles, these By-laws, or the Act. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority (or such larger percentage as may be required for the specific action) of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. The Association shall not compensate any director for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special Association meeting; provided, any director may be reimbursed for expenses incurred on the Association's behalf upon approval of a majority of the other directors.

Section 13. Conduct of Meetings and Telephonic Participation. The President shall preside over all Board meetings, and the Secretary shall keep a minute book of Board meetings, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings. One or more directors may participate in and vote during any

regular or special Board meeting by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time; provided, the meeting does not involve imposing a fine, imposing a damage assessment, an appeal from denial of an application under Paragraph 15 of the Declaration, or suspension of a right of a Member. Directors participating in such manner shall be counted for quorum purposes. Any such meeting at which a quorum participates shall constitute a regular Board meeting.

Section 14. Open Meetings. Subject to the provisions of Section 15, all Board meetings shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any Board meeting and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 15. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote; provided, a meeting must be held if the action to be taken involves imposing a fine, imposing a damage assessment, an appeal from denial of an application under Paragraph 15 of the Declaration, or suspension of a right of a Member.

C. Powers and Duties.

Section 16. Powers. The Board shall be responsible for the Association's affairs and shall have all of the powers and duties necessary for the administration of the Association's affairs, including, without limitation, all powers and duties set forth in the Act and under Texas corporate law, and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

The Board shall delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Paragraph 12 of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Limited Common Expenses;

(b) making assessments to defray the Common Expenses and Limited Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the general assessment; provided, unless otherwise determined by the Board of Directors, the general assessment for each Unit shall be payable quarterly in advance;

(c) providing for the operation, care, upkeep, and maintenance of the Common Elements and other portions of the Condominium which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the Association's operation and the maintenance, operation, repair, and replacement of the Common Elements and other portions of the Condominium which are the Association's maintenance responsibility, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening bank accounts on the Association's behalf and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of property insured by the Association in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Board shall not be obligated to take any action if it reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule;

(j) obtaining and carrying property insurance and insurance against liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers and suppliers of other services to use portions of the Common Elements reasonably necessary to the Condominium's ongoing development or operation.

Section 17. Management. The Board shall employ for the Association a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, such authority as necessary to execute the Board's decisions, but shall not delegate policy making authority or ultimate responsibility for the matters set forth in subsections (a), (b), (f), (g), and (i) of Section 16. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) unless fully disclosed to and approved by the Board, no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent; and

(g) an annual report consisting of at least the following shall be distributed to all Owners within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed, or compiled basis, as determined by the Board, by an independent public accountant; provided, upon written request of any holder, guarantor or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

Section 19. Borrowing. The Board, upon a vote of at least two-thirds (2/3) of its members, shall have the power to borrow money without approval of the membership so long as the total outstanding debt of the Association does not exceed \$50,000.00. Borrowing which would increase the total outstanding debt at any one time to more than \$50,000.00 shall be subject to approval by at least two-thirds (2/3) of the Board members and by Members representing at least two-thirds (2/3) of the total Association vote. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the period Declarant has the right to appoint a majority of the Board members, no Mortgage lien shall be placed on any portion of the Common Elements by the Board without the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Association vote, other than votes held by Declarant.

Section 20. Rights of the Association. With respect to the Common Elements and other portions of the Condominium which are the maintenance responsibility of the Association, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any Person for the performance of various duties and functions. Such agreements shall require the consent of two-thirds (2/3) of the Board members.

Subject to the Act, the Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including, without limitation, any management contract) between the Association and the Declarant or an affiliate of Declarant executed during the period Declarant has the right to appoint at least a majority of the Board members if such contract, lease, or other agreement is terminated before the first anniversary of the date the Unit Owners are entitled to elect the Board and the Association gives at least 90 days' notice to the other party of its intent to terminate.

Section 21. Enforcement.

(a) Fines. Subject to monetary limitations imposed by the Act, the Board shall have the power to impose reasonable fines, which shall constitute an assessment against the Unit and shall be secured by a lien upon the Unit of the violating Owner and may be collected as provided for other assessments in Paragraphs 12 and 13 of the Declaration, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder. In the event that any occupant, guest, or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant, guest, or invitee; provided, if the fine is not paid by the occupant, guest, or invitee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Declaration, these By-Laws, or any rule or regulation shall not be deemed a waiver of the Board's right to do so thereafter. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(i) Notice. Prior to imposition of fine hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (A) the nature of the alleged violation; (B) a reasonable time to cure the violation; (C) the proposed fine to be imposed if the violation is not cured; (D) a period of not more than 30 days after the termination of the time period granted in subsection (a)(i)(B) within which the alleged violator may present a written request to the Covenants Committee, if any, or Board for a hearing; and (E) a statement that the proposed fine shall be imposed as contained in the notice unless a challenge is begun within the 30 days period granted in subsection (a)(i)(D). If a timely challenge is not made, the fine stated in the notice shall be imposed. The time granted in subsection (a)(i)(B) need not be given if the Unit Owner was given notice and reasonable opportunity to cure a similar violation within the preceding 12 months.

(ii) Hearing. If a hearing is requested within the allotted period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed.

(iii) Appeal. Following a hearing before the Covenants Committee, if any, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within 30 days after the hearing date.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through its Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by suspending an

Owner's right to vote or any Person's right to use the Common Elements, or by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, except that judicial proceedings shall be instituted before the Association may alter or demolish any items of construction. In any action to enforce the Declaration, these By-Laws, or the Association's rules, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

#### **Article IV** **Officers**

Section 1. Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer, with the President and Secretary to be elected from among the members of the Board; provided, during the period Declarant has the right to appoint at least a majority of the members of the Board, such officers are not required to be members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The Association's officers shall be elected annually by the Board at the Board's first meeting following each annual meeting of the Members, as set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board whenever in its judgment the Association's best interests will be served thereby.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. President. The President shall be the Association's chief executive officer and shall preside at all Association and Board meetings. The President shall have all the general powers and duties which are incident to the office of the president of a Texas non-profit corporation organized under Texas law. In addition, the President, on the Association's behalf, shall have the power and authority to prepare, execute, certify, and record amendments to the Declaration adopted in accordance with the terms of the Declaration.

Section 6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

In addition, the Vice President, on the Association's behalf, shall have the power and authority to prepare, execute, certify, and record amendments to the Declaration adopted in accordance with the terms of the Declaration.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary of a Texas non-profit corporation organized under Texas law. In the absence of the Vice President, the Secretary shall act in the President's absence and shall have all the powers, duties, and responsibilities provided for the President when so acting.

Section 8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a managing agent.

Section 9. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution. Amendments to the Declaration shall be prepared, executed, certified, and recorded by the President or Vice President, and by one other officer of the Association.

## **Article V** **Committees**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a Board resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the Board resolution designating the committee or with rules adopted by the Board.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Article V, Section 1, the Board may appoint a Covenants Committee consisting of at least five and no more than seven members. Acting in accordance with the provisions of the Declaration, these By-Laws, and Board resolutions, the Covenants Committee, if established, shall be the Association's hearing tribunal and shall conduct all hearings held pursuant to Article III, Section 21.



**Article VI**  
**Miscellaneous**

Section 1. Fiscal Year. The Association's fiscal year shall be set by Board resolution. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts among the provisions of Texas law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation; any amendments to the foregoing; the rules and regulations of the Association; the membership register; books of account; and the minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, Member, or by the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Unit at the Association's office or at such other place within the Condominium as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the Association's expense.

(d) Required Records. In addition to any other records which the Association is required to keep, the Association shall keep the following:

- (i) plats, plans, and specifications used to construct the Condominium;
- (ii) Condominium Information Statement prepared in accordance with Section 82.152 of the Act and any amendments;

- (iii) name and mailing address of each Unit Owner; and
- (iv) voting records, proxies, and correspondence relating to amendments to the Declaration.

(e) Management Certificate. The Association shall record in Travis County, Texas, a certificate signed and acknowledged by an officer of the Association stating:

- (i) the name of the Condominium;
- (ii) the name of the Association;
- (iii) the location of the Condominium
- (iv) the recording data of the Declaration;
- (v) the mailing address of the Association or the name and mailing address of the Person managing the Association; and
- (vi) any other information the Association considers relevant.

An updated management certificate shall be recorded by the Association not later than 30 days after the date the Association has notice of a change in any information required by subsections (e)(i) through (e)(v) above.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the Association's principal office or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section

Section 6. Amendment. These By-Laws may be amended only as follows:

(a) Amendments to these By-Laws may be adopted only by the affirmative vote, written consent, or any combination thereof, of Owners holding at least 67% of the total Association vote. In addition, the approval requirements set forth in Paragraph 20 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes

necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

If an Owner consents to any amendment to these By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(b) So long as Declarant has the right to control the Association pursuant to Paragraph 17(b) of the Declaration or an unexpired option to expand the Condominium, no amendment to these By-Laws shall be effective until approved in writing by Declarant. So long as Declarant has the right to conduct sales or leasing activities within the Condominium, no amendment limiting or restricting that right shall be effective until approved in writing by Declarant.

(c) Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. Any Owner may evidence consent to any amendment in writing without the necessity of a meeting. Such Owner consents may also be used to supplement the number of votes received at a meeting.

(d) No amendment shall be effective until it is certified by the Association's officers (and signed by Declarant, if required) and filed with the Association's minutes.

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Boulevard Condominium Association, Inc., a Texas non-profit corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Secretary