



When Recorded, Return to:  
Julie Alexander Law, LP  
1700 E. 2<sup>nd</sup> St.  
Austin, Texas 78702

108

**BYLAWS OF  
9100 Mountain Ridge Drive Building 5 Condominium Association  
at 9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759  
2014**

**1. OFFICES**

**1.1. REGISTERED OFFICE AND AGENT.** The registered office and registered agent of 9100 Mountain Ridge Drive Building 5 Condominium Association, a Texas nonprofit corporation, (hereafter "Association") shall be as set forth in the Association's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the members, upon making the appropriate filing with the Secretary of State.

**1.2. PRINCIPAL OFFICE AND OTHER OFFICES.** The principal office of the Association shall be at 9100 Mountain Ridge Drive, Building 5A, Austin, Texas 78759, provided that the members shall have the power to change the location of the principal office. The Association may also have other offices at such places, within or without the State of Texas, as the members may designate.

**2. MEMBERS**

**2.1. MANAGEMENT BY MEMBERS.** Management of the affairs of the Association is to be vested in its members.

**2.2. CLASSES OF MEMBERS.** The Association shall have one class of members. Members must meet the following qualifications for membership: Members must be Unit Owners at 9100 Mountain Ridge Drive Building 5 Condominiums, located at 9100 Mountain Ridge Drive, Building 5, Austin, Texas 78759 ("Condominium").

**2.3. ELECTION OF MEMBERS.** New members are automatically elected to membership by meeting the qualifications of being a Unit Owner.

**2.4. TERMINATION OF MEMBERSHIP.** Membership in the Association is automatically terminated upon the sale of the member's ownership interest in a Unit.

**2.5. RESIGNATION.** Any member may resign by filing a written resignation with the Secretary or by selling his or her ownership interest in his or her Unit.

**2.6. REINSTATEMENT.** Upon written request signed by a former member and filed with the Secretary, the members may, by the affirmative vote of fifty-one percent (51.00%) of the

members, reinstate such former member to membership upon such terms as the members may deem appropriate.

**2.7. TRANSFER OF MEMBERSHIP.** Membership in this Association is neither transferable nor assignable.

**2.8. PLACE OF MEETING.** The members may designate any place, either within or outside the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the members. If no designation is made or if a special meeting is otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas. If all of the members shall meet at any time and place, either within or outside the State of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

**2.9. ANNUAL MEETING.** The annual meeting of members shall be held on the date and time set by the members. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association. In the event the members fail to call the annual meeting at the designated time, any member may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Association.

**2.10. NOTICE OF MEMBERS' MEETING.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon paid. If transmitted by facsimile, notice is deemed to be delivered on successful transmission of the facsimile.

**2.11. SPECIAL MEMBERS' MEETINGS.** Special meetings of the members may be called by the President, or by members having not less than one-tenth of the votes entitled to be cast at such meeting. Only business within the purpose or purposes described in the notice or executed waiver of notice may be conducted at a special meeting of the members.

Any person or persons entitled hereunder to call a special meeting of members may do so only by written request sent by certified mail or delivered in person to the President or Secretary. The officer receiving the written request shall within ten days from the date of its receipt cause notice of the meeting to be given in the manner provided by these Bylaws to all members entitled to vote at the meeting. If the officer does not give notice of the meeting within ten days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of meeting and give the notice in the manner provided in these Bylaws. Nothing contained in this section shall be construed as limiting, fixing, or affecting the time or date when a meeting of members called by action of the members may be held.

**2.12. VOTING OF MEMBERS.** Each Unit in the Condominium is entitled to an equal number of votes, and each Unit Owner within a unit is entitled to an equal number of votes. In the situation where each Unit is owned by an individual, each Unit shall be entitled to one vote. However, if any Unit is owned by more than one owner, the Unit with the highest number of owners shall be entitled to one vote for each owner, and the other Units shall be entitled to an equal number of votes, regardless of the number of owners. For example, if Unit A is owned by one person, Unit B is owned by two people, Unit C is owned by three people and Unit D is owned by four people, each Unit shall be entitled to four votes.

Each member, regardless of class, shall be entitled to a minimum of one (1) vote on each matter submitted to a vote of the members, subject to the provisions above. At each election for officers every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are officers to be elected and for whose election he has a right to vote.

A member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months. Elections of officers may be conducted by mail, by facsimile transmission, or by any combination of the two.

The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a greater number is required by law, the Declaration, the Certificate of Formation, or these Bylaws. Any vote may be taken by voice or show of hands unless a member entitled to vote, either in person or by proxy objects, in which case written ballots shall be used.

**2.13. QUORUM OF MEMBERS.** Members holding more than fifty one percent (51%) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum. Once a quorum is present at a meeting of members, the members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any member or the refusal of any member represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. The members represented in person or by proxy at a meeting of members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the majority of the members represented in person or by proxy at that meeting.

**2.14. FIXING RECORD DATES FOR DETERMINING MEMBERS ENTITLED TO VOTE AND NOTICE.** The record date for determining the members entitled to notice of a members' meeting and for determining the members entitled to vote at a members' meeting shall be the close of business on the business day preceding the date on which notice is given, or if notice is waived, at the close of business on the business day preceding the date of the meeting.

A determination of members entitled to notice of or to vote at a members' meeting is effective for any adjournment of the meeting unless the members fix a new date for determining the right to notice or the right to vote. The members must fix a new date for determining the

right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining members entitled to notice of the original meeting.

**2.15. VOTING LISTS.** After fixing a record date for the notice of a meeting, the Association shall prepare an alphabetical list of the names of all the voting members who are entitled to notice of the meeting. The list must show the address and number of votes each voting member is entitled to cast at the meeting. The Association shall maintain, through the time of the members' meeting, a list of members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting members.

The Association shall make the list of voting members available at the meeting, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

**2.16. ACTION BY MEMBERS WITHOUT MEETING.** Any action required by the Texas Business Organizations Code to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote.

Each written consent shall bear the date of signature of each member who signs the consent. A written consent signed by less than all of the members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Association in the manner required by this section, a consent or consents signed by the required number of members is delivered to the Association at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Association having custody of the books in which proceedings of meetings of members are recorded.

A telegram, cablegram, or similar transmission by a member or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a member shall be regarded as signed by the member for purposes of this section.

### **3. OFFICERS**

**3.1. NUMBER OF OFFICERS.** The officers of the Association shall consist of a president and a secretary/treasurer and may also consist of such other officers as may be deemed necessary. New offices may be created and filled at any meeting of the Members. Any two or more offices may be held by the same person, except the offices of President and Secretary/Treasurer.

**3.2. ELECTION OF OFFICERS AND TERM OF OFFICE.** All officers shall be elected or appointed by the members at the regular annual meeting of the members for such terms not exceeding three (3) years. Officers shall be elected by a Majority vote of the Board. If the Board cannot agree upon who shall serve as officers, the elected Board members of each Unit shall alternate serving as President and Secretary/Treasurer of the Association for one year terms.

**3.3. REMOVAL OF OFFICERS, VACANCIES.** Any officer elected or appointed may be removed by the members whenever in their judgment the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the members for the unexpired portion of the term.

**3.4. POWERS OF OFFICERS.** Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the members shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the members. The President may secure the fidelity of any and all officers by bond or otherwise.

In the discharge of a duty imposed or power conferred on an officer of the Association, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Association or another person, that were prepared or presented by: (1) one or more other officers or employees of the Association, including members; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

**3.5. PRESIDENT.** The President shall be the chief executive officer of the Association and shall preside at all meetings of all members. Such officer shall see that all orders and resolutions of the members are carried out, subject, however, to the right of the members to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Association.

The President shall execute bonds, mortgages and other instruments requiring a seal in the name of the Association. When authorized by the members, the President may affix the seal to any instrument requiring the same, and the seal, when so affixed, shall be attested by the signature of the Secretary.

**3.6. THE SECRETARY/TREASURER.** The Secretary/Treasurer ("Secretary") shall attend all meetings of the members and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the members and shall perform such other duties as may be prescribed by the members. The Secretary shall keep in safe custody the seal of the Association, if any, and when authorized by the members, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature. In the absence of the Secretary, the minutes of all meetings of the members shall be recorded by such person as shall be designated by the President or by the members.

The Secretary shall have the custody of the corporate funds and shall keep full and

accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the members.

The Secretary shall disburse the funds of the Association as may be ordered by the members, taking proper vouchers for such disbursements. The Secretary shall keep and maintain the Association's books of account and shall render to the President and members an account of all of his or her transactions as Secretary and of the financial condition of the Association and exhibit the books, records and accounts to the President or members at any time. The Secretary shall disburse funds for capital expenditures as authorized by the members and in accordance with the orders of the President.

#### **4. CERTIFICATES OF MEMBERSHIP**

**4.1. CERTIFICATES OF MEMBERSHIP.** The members may provide for the issuance of certificates, cards, or other instruments evidencing membership rights, voting rights or ownership rights (hereinafter referred to as "Certificates"), which shall be in such form as may be determined by the members. Such Certificates shall be signed by the President or Vice President and by the Secretary. All Certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the Certificate shall be entered on the records of the Association. If any Certificate shall become lost, mutilated or destroyed, a new Certificate may be issued therefore upon such terms and conditions as the members determine.

**4.2. ISSUANCE OF CERTIFICATES.** When a member has been elected to membership and has paid any initiation fee and dues that may then be required, a Certificate shall be issued in his or her name and delivered to him or her by the Secretary, if the members shall have provided for the issuance of Certificates of membership under the provisions of this Article 4.

#### **5. INDEMNIFICATION AND INSURANCE**

**5.1. INDEMNIFICATION.** The Association shall have the full power to indemnify and advance expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

**5.2. INSURANCE.** The Association may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, officer, employee, or agent of the Association or who is or was serving at the request of the Association as an officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Association would have the power to indemnify him or her against that liability. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Association would not have the

power to indemnify the person only if including coverage for the additional liability has been approved by the members of the Association. Without limiting the power of the Association to procure or maintain any kind of insurance or other arrangement, the Association may, for the benefit of persons indemnified by the Association, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Association or with any insurer or other person deemed appropriate by the members regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Association. In the absence of fraud, the judgment of the members as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the members approving the insurance or arrangement to liability, on any ground, regardless of whether members participating in the approval are beneficiaries of the insurance or arrangement.

## **6. MISCELLANEOUS**

**6.1. WAIVER OF NOTICE.** Whenever any notice is required to be given to any member of the Association under the provisions of the Texas Business Organizations Code or under the provisions of the Certificate of Formation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

**6.2. MEETINGS BY TELEPHONE CONFERENCE OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY.** Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, members of the Association, or members of any committee may participate in and hold a meeting of such members or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**6.3. SEAL.** The Association may adopt a corporate seal in such form as the members may determine. The Association shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Association.

**6.4. CONTRACTS.** The members may authorize any officer or officers, agent or agents of

the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

**6.5. CHECKS, DRAFTS, ETC.** All checks, drafts or other instruments for payment of money or notes of the Association shall be signed by such officer or officers, or such other person or persons, as shall be determined by resolution of the members.

**6.6. DEPOSITS.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the members may select.

**6.7. GIFTS.** The members may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

**6.8. BOOKS AND RECORDS.** The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the members and committees, and shall keep at the registered office or principal office in this State a record of the names and addresses of its members entitled to vote. A member of the Association, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Association relevant to that purpose, at the expense of the member.

**6.9. FINANCIAL RECORDS AND ANNUAL REPORTS.** The Association shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Association, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Association shall be kept at the registered office or principal office of the Association in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Association may charge for the reasonable expense of preparing a copy of a record or report.

**6.10. FISCAL YEAR.** The fiscal year of the Association shall end on December 31 of each year, unless determined otherwise by the members.

## **7. CONSTRUCTION**

**7.1. PRONOUNS AND HEADINGS.** All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for the parties' convenience only and neither limit nor amplify the provisions of this Agreement.

**7.2. INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws or the



applicability of any such provision to a specific situation shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

### 8. AMENDMENT OF BYLAWS

The members may amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation and/or the Texas Business Organizations Code limit such powers.

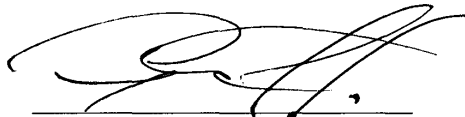
Adopted by the members on April 16, 2014.

### CERTIFICATE

I **HEREBY CERTIFY** that the foregoing is a true, complete, and correct copy of the Bylaws of the 9100 Mountain Ridge Drive Building 5 Condominium Association, a Texas nonprofit corporation and condominium association, as adopted by the Members at its meeting on the 16th day of April, 2014.

IN WITNESS WHEREOF, I hereunto set my hand this the 16th day of April, 2014.

### APPROVED BY MEMBERS:




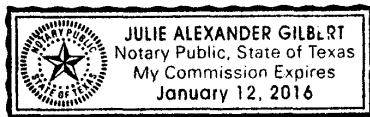
Rupaco T. Gonzalez

### ACKNOWLEDGEMENT

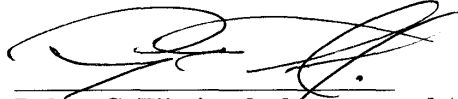
THE STATE OF TEXAS  
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2014, by Rupaco T. Gonzalez.

  
Notary in and for the State of Texas

Robert G. Tijerina, acting by Rupaco T. Gonzalez, Attorney-in-Fact



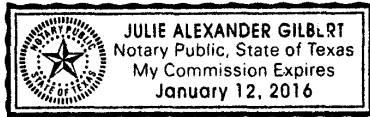
Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez

**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

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This instrument was acknowledged before me on the 16<sup>th</sup> day of April, 2014, by Robert G. Tijerina, by his agent and Attorney-in-Fact, Rupaco T. Gonzalez.

  
Notary in and for the State of Texas

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



Apr 16, 2014 02:58 PM 2014054129

GONZALESM: \$62.00

Dana DeBeauvoir, County Clerk  
Travis County TEXAS