

**FIRST AMENDMENT TO THE BY-LAWS OF
MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION**

This FIRST AMENDMENT TO THE BY-LAWS OF MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION (this "**Amendment**") is made this 21st day of February, 2016 by MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION, a Texas nonprofit corporation (the "**Association**").

WHEREAS, the Association is governed pursuant to those certain By-laws of Mac Arthur Townhomes Owners' Association recorded on January 29, 2001 in Volume 8722, Page 1443 of the Official Public Records of Real Property of Bexar County, Texas, as rerecorded on January 15, 2014 in Volume 16514, Page 376 of the Official Public Records of Real Property of Bexar County, Texas (collectively, the "**By-laws**"); and

WHEREAS, pursuant to Article VII of the By-laws, the By-laws may be amended by the affirmative vote of at least majority of all members of the Association present at the meeting regarding such amendment; and

WHEREAS, the members of the Association have so voted to amend the By-laws as detailed herein.

NOW, THEREFORE, the Association hereby amends the By-laws as follows:

1. Article III, Section 1 is hereby amended to add the following:

Notwithstanding anything herein to the contrary, in addition to the general power granted herein, the Board shall have all of the powers hereafter enumerated:

- (a) Promulgating, implementing and collecting reasonable fines for violations of the governing documents of the Association, which shall constitute a lien on the unit owned by the violating owner if unpaid after notice and an opportunity to be heard, if same is required by law;
- (b) Adopting and publishing rules and regulations governing the use of the townhomes and the personal conduct of the members and their guests therein, and establishing reasonable penalties for the infraction thereof;
- (c) Making, adopting and amending rules and regulations that will, in the Board's sole discretion: (i) promote the welfare, health and/or safety of the members and/or the Association; (ii) promote the maintenance of the Common Elements; and/or (iii) clarify a provision set forth in any governing document of the Association;

- (d) Suspending an owner's voting rights and rights to use the Common Elements during any period in which such owner is in default in the payment of any assessment levied by the Association or in violation of any other duty imposed under any governing document of the Association; provided, however, a member's ingress and egress to or from a unit shall not be limited;
- (e) Exercising for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the owners by other provisions of any governing document of the Association;
- (f) Making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for special assessments;
- (g) Collecting assessments, depositing the proceeds thereof in a bank depository that the Board has approved, and using the proceeds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (h) Opening bank accounts on the Association's behalf and designating the signatories required;
- (i) Borrowing money for the purpose of maintenance, repair or restoration of the Common Elements or for any other proper purpose without the approval of the owners;
- (j) Enforcing any provision of any governing document of the Association by: (i) self-help (including but not limited to towing vehicles that are in violation of parking rules and regulations and performing exterior maintenance); (ii) fining; and/or (ii) bringing a lawsuit at law or in equity to enjoin any violation or to recover monetary damages or both.
- (k) Preparing, adopting, and amending annual budgets;
- (l) Providing for the operation, care, upkeep and maintenance of all Common Elements, including but not limited to entering into a contract to provide for such operation, care, upkeep and maintenance;
- (m) Making or contracting for the making of repairs, additions or improvements to or alterations of the Common Elements in accordance with the other provisions of any governing document

of the Association after damage or destruction by fire or other casualty;

(n) Designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Elements 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;

(o) Employing a manager, an independent contractor, or such other employees as the Board deems necessary, and prescribing such manager's, independent contractor's, and/or other employee's duties including but not limited to check writing duties;

(p) Obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board and pay the premium costs thereof;

(q) Paying the cost of all services rendered to the Association or its owners and not chargeable directly to specific owners;

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

(s) Maintaining a membership register reflecting, in alphabetical order, the names, property addresses and mailing addresses of all owners;

(t) Upon request for any proper purpose, making available to any prospective purchaser, Owner, first mortgagee, or holder, insurer or guarantors of a first mortgage during normal business hours by advance appointment, copies of the Association records for a reasonable charge;

(u) Permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Property;

(v) Causing all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

(w) Upon emergency or endangerment of person or property, entering into a unit without any liability for the entry, including trespass, without notice to repair or prevent any break, leak, incident, or other problem, and charging the costs of such maintenance or prevention back to an owner, which costs shall constitute a lien on the unit if unpaid after notice and an opportunity to be heard, if same is required by law.

2. The second sentence of Article III, Section 2 of the By-laws is hereby deleted in its entirety and restated to read as follows:

Thereafter, the Board of Directors shall be composed of five (5) Directors who shall be owners of townhome in the Mac Arthur Townhomes.

3. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the By-laws, this Amendment shall control. The Association hereby ratifies and affirms the By-laws, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED as of the date first set forth above.

ASSOCIATION:

MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION,
a Texas nonprofit corporation

By: [Signature]
Name: Jeffrey R. DeLaTorre
Title: Treasurer

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 21st day of February, 2018, before me, the undersigned notary public, personally appeared Jeffrey R. DeLaTorre, Treasurer of MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.



[Signature]
Notary Public, State of Texas

ATTEST:

I, as Secretary of the Association, hereby confirm that the members of the Association properly voted to adopt this Amendment.

[Signature]
Daniel Cambon, Secretary

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 21st day of February, 2018, before me, the undersigned notary public, personally appeared Daniel Cambon, Secretary of MAC ARTHUR TOWNHOMES OWNERS' ASSOCIATION, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.



[Signature]
Notary Public, State of Texas

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Pages 6
02/27/2017 2:07PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$42.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
02/27/2017 2:07PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff