

**FIRST AMENDMENT TO THE BYLAWS OF
SHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC.**

This FIRSTAMENDMENT TO THE BYLAWS OFSHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC. (this "**Amendment**") is made this 6 day of April, 2016 by SHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation (the "**Association**").

WHEREAS, the Association is governed by those certain Bylaws of Shavano Villas Condominium Owners' Association, Inc. recorded on or about February 14, 2011 in Volume 14847, Page 1168 of the Official Public Records of Real Property of Bexar County, Texas (the "**Bylaws**"); and

WHEREAS, pursuant to Article XIII, Section 1 of the Bylaws, the Bylaws may be amended by the Board of Directors of the Association if approved by a quorum of the members of the Association; and

WHEREAS, the members of the Association have so voted to amend the Bylaws as detailed herein.

NOW, THEREFORE, the Association hereby amends the Bylaws as follows:

1. Article XV is hereby added to the Bylaws to read as follows:

**ARTICLE XV
INDEMNITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ASSOCIATION SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS AND DEFEND ITS FORMER AND CURRENT OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS (HEREINAFTER REFERRED TO AS "*INDEMNITEES*") FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEYS' FEES (COLLECTIVELY, "*LIABILITIES*"), OF ANY NATURE, KIND OR DESCRIPTION, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, MISREPRESENTATION, VIOLATION OF APPLICABLE LAW AND/OR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION, CLAIMS FOR INJURIES TO OR DEATH OF ANY PERSON, OR DAMAGES TO OR LOSS OF ANY PROPERTY) OF ANY PERSON OR ENTITY

DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, IN CONNECTION WITH, OR RESULTING FROM ANY ACT OR OMISSION OF ANY OF THE INDEMNITEES; PROVIDED, HOWEVER, THAT THE ASSOCIATION SHALL NOT INDEMNIFY THE INDEMNITEES FOR ANY LIABILITIES ARISING AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES. THE OBLIGATIONS OF THE ASSOCIATION UNDER THIS ARTICLE SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY INDEMNITEE AND WHETHER OR NOT SUCH SOLE OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY WAS ACTIVE OR PASSIVE.

THE INDEMNITEES SHALL PROMPTLY ADVISE THE ASSOCIATION IN WRITING OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION AS TO WHICH INDEMNIFICATION MAY APPLY, AND ASSOCIATION, AT ASSOCIATION'S EXPENSE, SHALL ASSUME ON BEHALF OF INDEMNITEES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COMPETENT TRIAL COUNSEL PROVIDED, HOWEVER, THAT INDEMNITEES SHALL HAVE THE RIGHT, AT THEIR OWN OPTION, TO BE REPRESENTED THEREIN BY ADVISORY COUNSEL OF THEIR OWN SELECTION AND AT THEIR OWN EXPENSE.

IN THE EVENT OF THE FAILURE BY ASSOCIATION TO FULLY PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THIS ARTICLE, INDEMNITEES, AT THEIR OPTION, AND WITHOUT RELIEVING ASSOCIATION OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY INDEMNITEES IN THAT EVENT SHALL BE REIMBURSED BY THE ASSOCIATION TO INDEMNITEES, TOGETHER WITH INTEREST, ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY INDEMNITEES UNTIL REIMBURSED BY THE ASSOCIATION, AT THE HIGHEST LAWFUL RATE OF INTEREST ALLOWED UNDER APPLICABLE USURY LAWS OF THE STATE OF TEXAS (OR IF NO MAXIMUM RATE IS APPLICABLE, AT THE RATE OF 18% PER

ANNUM). THE INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS ARTICLE, SUCH LEGAL LIMITATIONS ARE MADE A PART OF INDEMNIFICATION OBLIGATIONS AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISIONS INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

2. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Bylaws, this Amendment shall control. The Association hereby ratifies and affirms the Bylaws, 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.

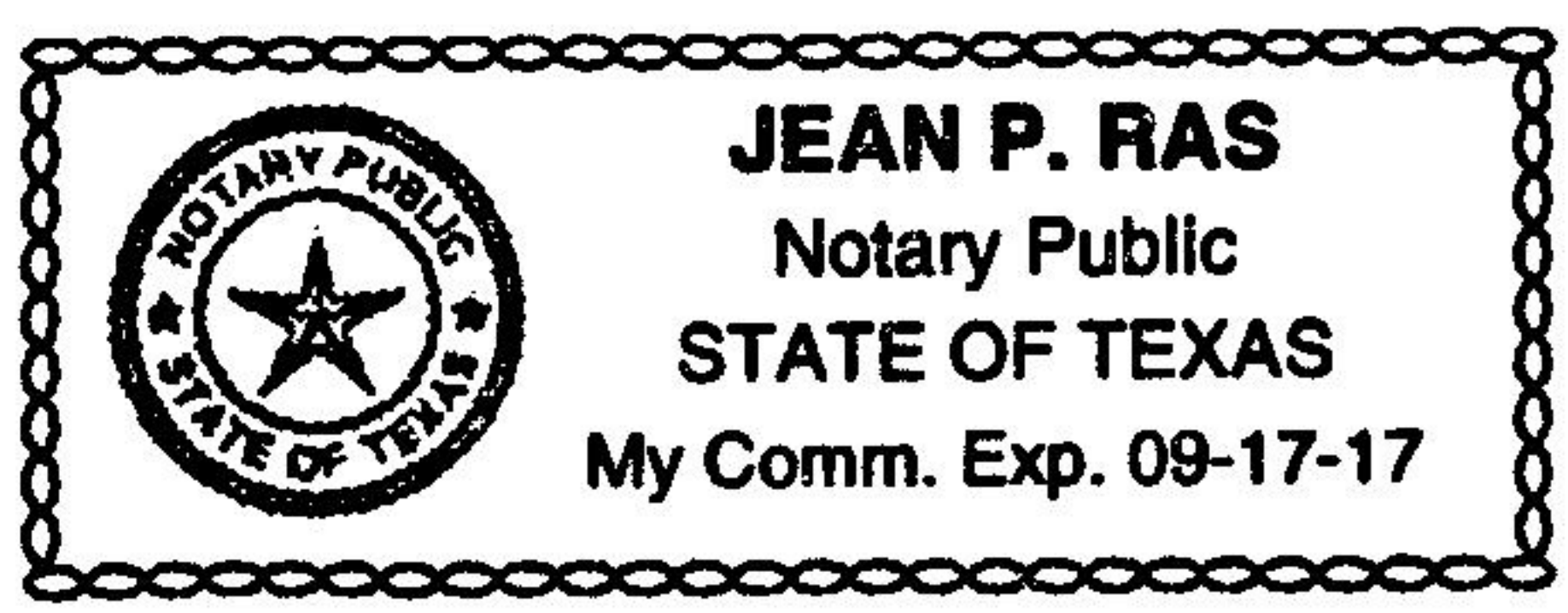
ASSOCIATION:

SHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

By: [Signature]
Name: Kent R. Roen
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 8th day of April, 2016, before me, the undersigned notary public, personally appeared (Name) Kent R Roen, (Title) Secretary of SHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC., 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

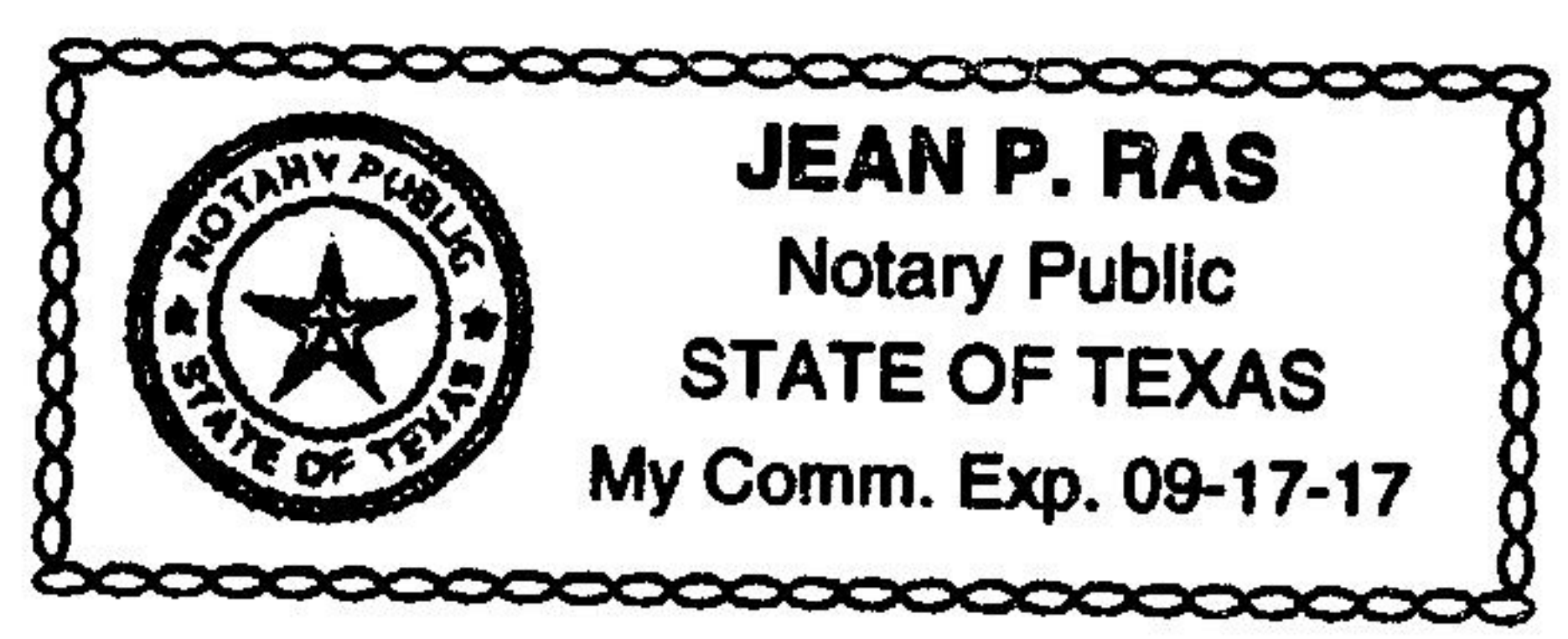
ATTEST:

I, as Secretary of the Association, hereby confirm that the Association properly enacted this Amendment.

[Signature] Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this 8th day of April, 2016, before me, the undersigned notary public, personally appeared Kent R Roen, Secretary of SHAVANO VILLAS CONDOMINIUM OWNERS' ASSOCIATION, INC., 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

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAY 16 2016



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160090684 Fees: \$42.00
05/16/2016 2:35PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK