

STATE OF TEXAS

COUNTY OF TRAVIS

THE NOKONAH CONDOMINIUM ASSOCIATION INC

BYLAWS

[Amended and Restated 2014]

ARTICLE 1

Whereas the Condominium Declaration for The Nokonah Condominium was recorded in Document Number 2000017546 of the Official Public Records of Travis County, Texas, and amendments to the Declaration have included the First Amendment recorded in Document Number 2000018601; the Second Amendment recorded in Document Number 2000130553; the Third Amendment recorded in Document Number 2003023973; the Fourth Amendment recorded in Document Number 2004025872; and an amendment recorded in Document Number 2010003829; all of the Official Public Records of Travis County, Texas (the originally-filed declaration, together with all subsequent amendments including those outlined above, shall be referred to as the "Declaration");

Whereas the Declaration establishes a condominium association, THE NOKONAH CONDOMINIUM ASSOCIATION, INC. ("Association") as the governing body of the condominium community; and

Whereas the original bylaws of the Association were filed of record in the Amended and Restated Bylaws filed as document no, 2008181539, as amended by document no. 2010184124, all of the Official Public Records of Travis County, Texas (together, the "Bylaws"). The Bylaws have been duly **amended and replaced in their entirety** with these restated Bylaws, the following Bylaws of the Association are hereby filed of record:

Name and Address

Section 1.1. Name. The name of this Association shall be **THE NOKONAH CONDOMINIUM ASSOCIATION INC.** (the Association).

Section 1.2. Address. The office of the Association shall be at the place to be designated by the Board of Directors subject to transfer upon notice to the Members of the Association.

Section 1.3. Registered Agent. The Association shall have and continuously maintain in the State of Texas a registered agent whose office address is identical with the registered office as required by the Texas Non Profit Corporation Act. The registered office may be but need not be identical to the principal office in the State of Texas and the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2

Section 2.1. Applicability. These Bylaws shall be applicable to the Association in accordance with the terms of the Declaration. All present and future Owners shall be Members of the Association and all Owners and any other person who shall be permitted to use a Unit or the Common Elements shall be subject to these Bylaws and to any rules and regulations adopted from time to time by the Board of Directors. Ownership, rental or occupancy of any Unit in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted ratified and will comply with these Bylaws and all Rules and Regulations of the Association.

ARTICLE 3

Purpose

Section 3.1. Association Purpose. The purpose of the Association is to promote the health and welfare of the Members and to protect and enhance the value of the Property including without limitation providing for the management, maintenance, repair, and replacement of the Common Elements. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

ARTICLE 4

Definitions and Interpretation

Section 4.1. Definitions. The following terms shall have the meaning set forth below:

Code shall mean the Internal Revenue Code of 1986 as amended.

Declaration shall mean the Condominium Declaration for The Nokonah Condominium according to the Condominium Declaration for The Nokonah Condominium recorded in Document No 2000017546 Official Public Records of Travis County Texas and any amendments thereto.

Member means each owner of a unit pursuant to the Declaration.

Minute Book shall mean the minute book of the Association, which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors.

Owner or person shall mean any individual, entity, corporation, partnership, Limited Liability Company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing that owns a unit pursuant to the Declaration.

Any capitalized term used in these Bylaws that is not defined in this Section 4.1 shall have the meaning set forth in Declaration.

Section 4.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Code is hereafter amended or changed both the Declaration and these Bylaws shall be interpreted in a manner, which conforms to the provisions of the Code with respect to non-profit entities, it being the intention to preserve the status of the Association as a bona non-profit entity.

ARTICLE 5

Member

Section 5.1.1. Membership. Each Owner shall automatically be a Member of the Association and shall possess a vote with respect to each Unit owned by such Owner equal to such Owner's undivided ownership percentage interest in and to the Common Elements as set forth in the Declaration. All voting rights of all Members shall automatically be suspended during any period that such Member is more than 30 days delinquent in the payment of any Assessment duly established pursuant to the Declaration, or otherwise in default under the terms of the Declaration, these Bylaws, or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Members shall mean a stated percentage or a majority of the allocated vote held by those Members who are then eligible to vote.

Section 5.1.2. Multiple Owners. In cases where more than one person owns an interest in a Unit, all such persons shall arrange for one of their number to exercise the voting rights herein established. In no event, shall there be more than one vote for any Unit. If more votes are attempted to be cast than the Unit is entitled to cast, none shall be counted.

If such protest is made such vote shall not be counted unless the Owners can unanimously agree on such vote by the end of the meeting of the Association. Each multiple Owner of an interest in a Unit may vote or register protest to the casting of votes by the other Owners through a proxy duly executed by such Owner. An Owner may not revoke a proxy except by giving actual notice of revocation in writing to the person presiding over the meeting.

Section 5.2. Affirmative Vote. Except as otherwise provided herein or in the Declaration, the Members shall be entitled to vote upon any issue, election or resolution being voted on by the Members at the annual or special meeting and the majority of votes cast shall determine the passage of any issue, election, or resolution being voted on by the Members at the annual or special meeting. Votes may be cast as described in Section 5.4. Notice and quorum requirements shall be as set forth herein. Cumulative voting shall not be permitted. Any Member whose voting rights have been suspended under any provision of the Declaration shall not be entitled to vote and need not be counted toward quorum requirements.

Section 5.3. Membership list. The Secretary shall be responsible for maintaining at the principal office of the Association an updated list of Members.

Section 5.4. Voting methods. Votes may be cast in person or by proxy. Additionally, in the Board's sole discretion if a vote is conducive to absentee balloting, votes may be cast by absentee ballot. Written proxies may be submitted by United States mail delivered to the office of the Association, delivered directly to the Secretary of the Association, or delivered in such other manner as directed by the Association. The Board of Directors may require a Board-approved voting form or proxy form to be used for any vote.

ARTICLE 6

Meetings of the Association

Section 6.1. Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held in the community room of the Nokonah or another suitable and convenient place fixed by the Board directors from time to time and designated in the notices of the meetings.

Section 6.2. Date of Annual Meetings. Annual meetings of the Association shall be held at least once each year on a date as shall be fixed by the Board of directors by written notice to the Members. At the Annual Meeting, the Members may transact any business, which may properly come before the meeting.

Section 6.3. Notice of Annual Meetings. The Secretary shall deliver or cause to be delivered notices of annual meetings to each Member directed to the most recent address provided to Association by such Member as shown on the records of the Association by regular mail, postage prepaid, or by electronic mail. This notice shall be delivered not less than 10 and not more than 60 days before the date of the meeting and shall state the time and place of the meeting. If it is known to the Board of Directors at the time of delivery of notice that a Declaration, Articles of Incorporation, or Bylaw amendment will be voted on at the Annual Meeting, the nature of any such proposed amendment shall be summarized in the Annual Meeting Notice. In lieu of mailing or emailing notice as herein provided, notice may be delivered by hand to the Members or at their Unit. Notice shall be deemed delivered when email is sent to the last known email address of Member per Association records, mailed to the last known mailing address of a Member per Association records, or hand delivered to the unit.

Section 6.4. Special Meeting. A special meeting of the Association may be called by the Board President, a majority of the Directors, or shall be called by the Board upon presentation to the Secretary of a petition stating the specific purpose of the special meeting which petition has been signed by Members having not less than twenty percent (20%) of the votes entitled to be cast at such meeting.

Section 6.5. Notice of Special Meetings. The Secretary shall mail or deliver notice of any special meeting of the Association to each Member in the manner provided in Section 6.3 of

these Bylaws, with the added requirement that such Special Meeting notice shall state the purpose of the meeting. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two thirds of the Members present at the special meeting either in person or by proxy vote to conduct such further new business

Section 6.6. Order of Business. The order of business at all meetings of the Association shall be as follows unless otherwise determined by the President: (a) roll call; (b) proof of notice of meeting or Waiver of notice (c) approval of the minutes of the preceding meeting (e) reports of officers and committees (e) election of Directors if applicable (f) unfinished business (g) new business and (h) adjournment.

Section 6.7. Action Without Meeting by Written Ballot. Any action, which may be taken by the vote of the Members at a regular or special meeting, other than the election of Directors, may be taken without a meeting if done in compliance with relevant provisions of state statutes governing not-for-profit corporations and/or condominium associations.

Section 6.8. Administration of Affairs. Subject to the provisions of the Act, the Texas Nonprofit Corporation Act, the Declaration, and these Bylaws, the Association shall be governed by the Board of Directors. The Association shall provide notice to any First Mortgagees requesting prior written notice of a meeting of the Members. Any such request for notice once made shall relate only to the meeting following the request, and shall permit such First Mortgagee, and its agents and representatives, to attend.

Section 6.9. Quorum. A quorum of Members is present throughout any meeting of the Association if Members eligible to cast more than 15% of the votes that may be cast for election of the Board are present in person, by proxy, or by absentee ballot at the beginning of the meeting.

ARTICLE 7

Board of Directors

Section 7.1.1. Governance. The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The minimum number of Directors shall be 3. All Directors must be Members of the Association or a duly authorized representative of such Member. Directors shall serve until their successors are elected and qualified.

Section 7.1.2. Director Election. The Association shall elect Directors pursuant to these Bylaws. In any election of Directors, the nominees receiving the highest number of votes either in person or by proxy shall be the Member elected to the Board of Directors. Director elections shall be held at the Annual Meeting of the Association.

Section 7.2. Term of Directors and Compensation. Except as otherwise set forth herein, each Director elected by the Members shall serve for a term of three years, with such terms being

staggered. Each Director shall continue to hold office until his successor is elected and qualified. The Directors shall serve without compensation for such service.

Directors serving at the time of adoption of this Bylaw amendment shall serve the remainder of their two-year terms. Thereafter, all directors shall be elected to three-year terms.

Section 7.3. Nominations to Board of Directors. Members desiring to serve on the board must be nominated for election to the Board of Directors in either of the following ways:

(1) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Managing Agent a written petition of nomination bearing the genuine signatures of at least five other members. Such petition must be received by the Managing Agent no later than 10 days prior to the date of the Annual meeting; or

(2) A Director shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors. Such writing must be received no later than 10 days prior to the Annual meeting.

Section 7.4. Vacancies on Board of Directors. If the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the remaining Directors at a special meeting duly called for this purpose shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board of Directors shall break the deadlock to determine the successor. At the expiration of the term of the successor Director's position on the Board of Directors, the successor Director shall be re-elected or the successor thereto shall be elected in accordance with these Bylaws.

Section 7.5. Removal of Directors. Directors may be removed by a majority vote of the Members present in person or by proxy at a duly noticed and called meeting of the Association at which a quorum is present.

Section 7.6. Initial Meeting of the Board of Directors. No later than thirty (30) days following each annual meeting of the Members of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization election of officers and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.9 of these Bylaws.

Section 7.7. Place and Method of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors. A meeting of the Board of Directors may be held by any method of communication including electronic and telephonic by which each Director may hear and be heard by every other Director and any such meeting may involve consideration of any action other than those actions listed in Section 82 108 (c) 1 (C) of the Act.

Section 7.8. Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law from time to time as may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally by hand delivery, telegram, telephone, facsimile, electronic mail or by United States mail with postage prepaid directed to him at his last known post office address as the same appears on the records of the Association, at least five (5) but no more than thirty (30) days before the date of the meeting. This notice shall state the date time place and purpose of the meeting. Notices may in the alternative be delivered via email with the consent of the Director.

Section 7.9. Special Board of Directors Meeting. Special meetings of the Board of Directors may be called by the President of the Association or by the Secretary of the Association upon the written request of any two (2) Directors on seven (7) days prior written notice to each Director, with the exception that for situations deemed urgent in the sole discretion of the Board President, only three (3) days notice shall be required.

Section 7.10. Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book of the Association or made part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Board of Directors no notice of the meeting shall be required. Any business may be transacted at the meeting except as prohibited by law or these bylaws.

Section 7.11. Quorum. At all duly convened meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business except as otherwise expressly provided in these Bylaws. The acts of a majority of the Directors present (present in person or via telephone, Skype, or any other method of communication which allows all directors to hear and be heard by all other directors) at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting and, upon at least 24-hours notice to all Directors, such notice being given by phone call, email, mail, fax, hand delivery or other reasonable method, reconvene the meeting at a future date and time announced in the notice described in this Section 7.11, and at such reconvened meeting business may be transacted, and those Directors in attendance will be deemed to constitute a quorum.

Section 7.12. Consent in Writing. Any action by the Board of Directors may be taken without a meeting if all Directors shall unanimously consent in writing to the action. Such action by unanimous consent may include any action except those listed in Section 82 108(c) (2) (A) of the Act. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

Section 7.13. Records. The Board of Directors shall cause the Minute Book and other such records to be kept in accordance with Article 10.

Section 7.14. Powers and Duties. The Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association in the performance of its duties as the governing body of the Association. The Association shall have all powers enumerated in Section 82.102 of the Act (as amended) and in addition to those powers and duties set forth in the Act and the Declaration the Board of Directors shall have the powers and duties including but not limited to the following:

(1) each Director individually and the Board of Directors collectively shall perform the duties of the Board of Directors in good faith as a fiduciary of the Association in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances including but not limited to reasonable inquiry skill and diligence;

(2) provide for the operation management, insurance, cleaning, sanitation, renewal, replacement, maintenance, care and upkeep of the Common Elements and all property, real or personal, of the Association;

(3) determine the Common Expenses and any other charges comprising the operating expenses of the Association; establish the amount of Monthly Assessments as the same may increase or decrease and assess the same against the Owners in accordance with the provisions of the Declaration and these Bylaws;

(4) levy and collect, in addition to Monthly Assessments, Special Assessments and Working Capital Contributions in amounts, which the Board of Directors deems proper whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or Maintenance costs, additional capital expenses or because of emergencies. In addition to other fees the Board or Directors may levy, upon the transfer of ownership of any Unit, a working capital contribution fee in the amount of three times the then-current monthly Assessment shall be due payable, and such fee shall not be considered pre-payment of assessments but shall be for the enhancement of the Capital Reserves account;

(5) use and expend any sums collected from Monthly Assessments and Special Assessments for the operation, maintenance, renewal, care and upkeep of the Common Elements;

(6) maintain a reserve fund out of the Working Capital Contributions and/or Monthly Assessments adequate for the periodic maintenance repair and replacement of the Common Elements;

(7) pay all taxes and assessments levied or assessed against any property that may be owned by the Association exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the owner;

(8) collect delinquent Assessments against any Unit and the Owner thereof whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate

(9) establish operating escrow and other accounts in the name of the Associations the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices;

(10) adopt a budget for each fiscal year, which shall contain estimates of the costs and expenses of the Association and the proposed Monthly Assessments

(11) cause a complete and independent review of the books and accounts of the Association to be made at the end of each fiscal year and at any other time or times deemed necessary;

(12) maintain accounting records in accordance with generally accepted accounting principles;

(13) make, and enforce compliance with as the Board in its reasonable discretion deems appropriate, Rules and Regulations relative to the operation, use and occupancy of the Property including but not limited to fines or penalties to be levied for violations of these Bylaws, the Declaration, or the Rules and Regulations. A copy of any adopted rules and regulations and copies of any amendments thereto shall be delivered (via mail, email, or hand delivery to the unit) to each Owner promptly upon the adoption thereof;

(14) hold Owners/Units responsible for attorneys fees and other costs of enforcement of the Declaration, Bylaws, or Rules and Regulations related to the Owner/Unit, and hold Owners responsible for all actions of their tenants or occupants;

(15) employ and dismiss personnel of the Association and purchase or arrange for those services, machinery, equipment, tools, materials and supplies as in the opinion of the Board of Directors may time to time be necessary for the proper operation and maintenance of the Common Elements;

(16) enter into contracts for professional management of the Property and the Association at such prices and upon such terms as may be determined by the Board of Directors to perform those duties and services, which the Board of Directors may lawfully delegate. Any management contract shall provide for termination by the Board of Directors with or without cause on ninety (90) days written notice thereof;

(17) employ or retain and receive advice from professional counsel and consultants including but not limited to landscape architects, engineers, planners, biologists, lawyers and accountants which the Board of Directors may deem necessary for any proper purposes of the Association and to fix the compensation for professional advice or services including but not limited to those hereinbefore or hereinafter referred to in these Bylaws.

The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements including financial statements and other financial data in each case prepared or presented by any of the following (i) one or more Officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented (ii) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person and (iii) a committee of the Board of Directors duly designated in accordance with law as to matters within the committee's designated authority which committee the Board of Directors reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;

(18) name as an insured on behalf of the Association, the Association's authorized representative including any trustee with whom the Association may enter into any insurance trust agreement or any successor to this trustee (each of whom shall be referred to herein as the Insurance Trustee) who shall be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage.

The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the power to act as attorney in fact for the purpose of purchasing and maintaining such insurance including the collection and appropriate disposition of the proceeds hereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes.

(19) establish depositories for the funds of the Association with a bank or banks which shall be designated from time to time by the board of Directors and in which monies of the Association shall be deposited. Withdrawal of monies shall only be by checks signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Association. The Board in its sole discretion may require any person having check signing authority to be bonded or insured.

(20) invest monies of the Association in any investments, which the Board of Directors deems to be reasonably prudent, provided said investments are with a Federally Insured Financial Institution.

(21) borrow and repay monies to be used for Association purposes and give notes, mortgages, or other security upon the terms which are deemed reasonable by the Board of Directors;

(22) acquire by purchase, gift, and annexation or lease real personal property if at any time in the future the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so.

(23) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities routes of ingress and egress or any other purpose over the Common Elements and to amend the Map to show such interests; and

(24) do all things incidental and necessary to the accomplishment of the powers and duties of the Board. The powers and duties imposed on the Board of Directors shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of more than percent (50%) of the votes of Members voting at the meeting called to consider such amendment.

Section 7.15. Annual Budget and Assessments. Copies of the proposed budget, setting forth the proposed annual Common Expenses, proposed reserves, and proposed Assessments for the next fiscal year of the Association shall be prepared by the Board of Directors and shall be distributed via email to all Members who have registered an email address with the Association at least thirty (30) days prior to the beginning of each fiscal year of the Association, and shall be available to all Members for inspection upon appointment at the Association's office. If the proposed budget is subsequently amended before the Assessments are made, a copy of the amended budget shall also be distributed via email and made available for inspection. Failure to distribute copies of the budget shall have no affect on the validity of the adopted budget or amendment thereto.

Annual Common Expenses shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Common Elements, and any and all other expenses related to the operation thereof, and the cost of all social activities, events and other programs of the Association including but not limited to the cost of common utility services, casualty and liability insurance, professional management expenses, administrative and office expenses, reserves, and the costs associated with the administration of the Association. Reserves shall include reasonable amounts to be credited, allocated, or accumulated for replacement of those Common Elements, improvements, or facilities that require replacement, renovation, or rehabilitation periodically. Nothing herein contained shall be construed as restricting the right of the Board of Directors at any time and in its sole discretion to levy a Special Assessment in the event that the budget as originally adopted shall appear to be insufficient to pay the cost of the operation or management of the Property or in the event of emergencies.

Section 7.16. Open Meeting. Meetings of the Board of Directors shall be open to all Members pursuant to state law (Texas Property Code §82.108). The Board of Directors shall have the right to adjourn a meeting and reconvene in private closed executive session to consider any actions involving personnel, pending litigation, contract negotiations, enforcement actions, or the invasion of privacy of individual Members or upon the written request of an affected person or to consider matters that are confidential as determined to be confidential at the sole discretion of the Board of Directors. However, the Board of Directors shall announce the general nature of the business to be considered in such executive session prior to adjourning the meeting.

ARTICLE 8

Officers

Section 8.1. Officers. The officers of the Association shall include at minimum a President, Secretary and Treasurer. The President may not also hold the offices of either Treasurer or Secretary. The Secretary may be eligible to hold the office of Treasurer. The President must also be a Director. The Treasurer and Secretary need not be Directors.

Section 8.2. Election. Except as set forth herein, the officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.6 of these Bylaws and shall hold office until their successors are elected or appointed by the Board of Directors, provided that each officer may be removed either with or without cause and his successor elected by the affirmative vote of a majority of the Directors at any regular or special meeting of the Board of Directors. All officers shall be elected for a term of one year.

The Board of Directors may from time to time appoint other officers, which in its sole discretion are necessary. Any officer may resign at anytime by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any resignation shall take effect as of the date of the receipt of such notice or any later time specified therein unless specified therein. The acceptance of such written resignation shall not be necessary to make it effective.

Section 8.3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 8.4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have the general powers and duties usually vested in the office of the president of a community association including but not limited to the power to appoint committees from the Members from time to time as the President may deem appropriate to assist in the conduct of the affairs of the Association; provided however no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments in the name and on behalf of the Association and under its corporate seal when a seal is required except when these documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.5. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all meetings and proceedings including resolutions in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct the

Secretary to keep; shall perform all duties incident to the office of Secretary including but not limited to the sending of notice of meetings to the Members the Directors and members of any committees and shall perform any other duties which may be prescribed by these Bylaws, the Board of Directors, or the President. The Secretary shall also have custody of the corporate seal if any and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep or cause to be kept at the principal office of the Association a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and addresses of all Members as provided by the Members; (c) the address of the Unit that is owned by each Member; and (d) the voting rights of each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.6. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President and shall render to the President and the Directors at the regular meetings of the Board of Directors or whenever they or either of them shall require an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7. Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties, provided that such expenditures have been previously approved at a regular or special meeting of the Board of Directors.

Section 8.8. Delegation. In the discretion of the Board, any power or duty of a Director or officer may be delegated to a managing agent for the Association.

ARTICLE 9

Indemnification of Directors,

Officers, and Other Authorized Representatives

Section 9.1. Limitation of Liability. The Association shall indemnify every Director, Officer, Committee member or other agent of the Association against and reimburse and advance

to every Director, Officer, Committee member or other agent for all liabilities, costs and expenses incurred in connection with such directorship, office, or other agency, and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Non-Profit Corporation Act and all other applicable laws at the time of such indemnification, reimbursement or advance payment provided however no Director, Officer, Committee member or other agent shall be indemnified for (i) breach of duty of fiduciary duty or loyalty to the Association or its Members; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law (iii) a transaction from which such Director, Officer, Committee member or other agent received an improper benefit whether or not the benefit resulted from an action taken within the scope of directorship or office or (iv) an act or omission for which the liability of such Director, Officer, Committee member or other agent is expressly provided for by statute.

ARTICLE 10

Association Books and Records

Section 10.1. Association Books and Records. The Association shall keep or cause to be kept:

- (i) detailed financial records of the Association in sufficient detail to enable the Association to prepare a resale certificate in accordance with the Act (as amended);
- (ii) the plans and specifications used to construct the Condominium Information Statement and any amendments thereto;
- (iii) the Condominium information statement;
- (iv) the name and mailing address of each Owner of a Unit;
- (v) voting records, proxies and correspondence relating to all amendments to the Declaration; and
- (vi) the minutes of all meetings of the Association and the Board of Directors.

All books and records of the Association required to be maintained by Texas Property Code §82.114 shall be available for inspection by the Members, the First Mortgagees and their respective agents and representatives upon appointment. All books and records of the Association shall be kept in accordance with generally accepted accounting principles consistently applied and shall be audited or reviewed¹ at least once a year in accordance with state law.

The Association shall furnish each Owner, and to each First Mortgage requesting same in writing, copies of the audited or reviewed financial statements of the Association within ninety (90) days following the end of each fiscal year of the Association. The Board of Directors shall

¹ State law allows "audit" by a non-cpa, commonly referred to as a review.

further make available during normal business hours for the inspection by Members, the First Mortgagees, and their respective agents and representatives, the current version of the Declaration, these Bylaws, the Articles, the Rules and Regulations and all other documents affecting the Association, the Members, or the Property, as well as all amendments thereto and revisions thereof. For purposes of this Section, available shall mean available for inspection upon reasonable advance request of not less than twenty four (24) hours during normal business hours at the office of the Association or the office of the Manager of the Association.

ARTICLE 11

Dissolution and Termination

Section 11.1. Distribution of Assets Upon Dissolution and Termination of the Association. Upon dissolution of the Association, the real and personal property of the Association shall be distributed pursuant to the provision of the Articles of Incorporation of the Association or, if no such provision is made, distributed to one or more organizations which are exempt from taxation under Section 501 (c)(3) of the Code.

ARTICLE 12

Insurance

Section 12.1. Insurance. The Association shall obtain and maintain as a Common Expense insurance coverage required by the Act. The Association may also obtain and maintain as a Common Expense such other insurance coverage as the Board of Directors deems necessary or appropriate.

Section 12.2. Owners Insurance. An Owner shall be responsible for obtaining and maintaining, at his sole cost and expense, all insurance not required to be provided by the Association, including insurance covering all alterations, additions, betterments, and improvements to his Unit, loss of rents insurance, costs of alternate housing in the event of displacement, and all other personal property located thereat or constituting a part thereof. Nothing herein shall be deemed or construed as prohibiting an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverage as he may deem necessary or appropriate.

ARTICLE 13

Miscellaneous

Section 13.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board of Directors shall determine otherwise.

Section 13.2. Amendments to the Bylaws.

Section 13.2.1. These Bylaws may be amended from time to time by the affirmative vote in person or by proxy of at least fifty-one percent (51%) of those Members voting at the annual or a special meeting of the Association at which a quorum is present. An amendment to these Bylaws must be voted on by the Members if proposed by either a majority of the Directors or the Members holding twenty-five percent (25%) or more of votes of the Members. Any such amendment must comply with the requirements of Section 82.070 of the Act.

Section 13.3. Inspection of Bylaws. The Association shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date certified by the Secretary, which shall be open to inspection by the Members upon appointment.

Section 13.4. Membership Minutes. The membership register and the Minute Book shall be open to inspection by Members by appointment.

Section 13.5. Designation of Officers. The President, Secretary, and Treasurer are each authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

Section 13.6. Management Certificate. The Association shall record in Travis County, Texas a certificate signed and acknowledged by an officer of the Association stating:

- (1) the name of the Condominium;
- (2) the name of the Association;
- (3) the location of the condominium;
- (4) the recording date for the declaration;
- (5) the mailing address of the Association or the name and mailing address of the person or entity managing the Association; and
- (6) any other information the Association considers appropriate.

Section 13.7. Manager. To facilitate management of the Property and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature, provided only that an agreement evidencing such relationship shall in no event exceed a period of three (3) years, renewable by agreement of the parties thereto for successive periods of no more than one (1) year only, and shall be subject to termination by either party without cause and without payment of termination fee upon not more than ninety (90) days prior written notice and for cause upon not more than five (5) days prior written notice. In addition to the foregoing, no decision by the Association to establish self management of the Property after a Manager has been appointed shall be effective unless and until approved by an affirmative vote of the Members holding not less than sixty seven percent (67%) of the votes allocated by the Declaration.

Section 13.8. Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require. In case of any conflict between the Declaration, these Bylaws, and the Regulations: (i) the

Declaration shall control over these Bylaws and the Rules and Regulations; and (ii) these Bylaws shall control over the Rules and Regulations.

Executed and effective this 19 day of May, 2014.

The Nokonah Condominium Association, Inc.

By: Albert A. Taub

Title: President of H.O.A.

Printed Name: Albert A. Taub

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on May 19,
2014 by Albert Taub in the above stated capacity.



Notary signature Jeanne Marks

Notary Public for the State of Texas

Printed name of notary Jeanne M Marks

My commission expires 11/18/17

After recording, please return to:

Niemann & Heyer, LLP
1122 Colorado, Suite 313
Austin, TX 78701



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 29 2014 03:26 PM

FEE: \$ 94.00 **2014077629**