

SCANNED



LT1-77-20080113586-1

ROANOKE CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.

BYLAWS



LT2-13517-944-12

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BYLAWS OF

ROANOKE CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.,

(A Texas Non-Profit Corporation)

ARTICLE I: PURPOSES AND DEFINITIONS

- I.I. **Purposes:** The purpose for which the Roanoke Condominiums Homeowners' Association, Inc. (the "Association") is organized is to govern certain condominium property, and to act as agent for each and every owner of such condominium property in the condominium project known as the "ROANOKE CONDOMINIUMS," Boxer County, Texas, according to the Declaration of the Roanoke Condominiums recorded in Volume 3986, Page 1 97, Real Property Records of Boxer County, Texas (as amended from time to time, the "Declaration"), which property has been submitted to the provisions of the Texas Condominium Act. The Association is the successor to the Roanoke Condominiums Homeowners' Association, Inc., a Texas corporation, whose charter was forfeited on November 20, 1989 (the "Prior Association"), and except as expressly limited by the provisions of the Declaration, the Association shall have and may exercise any and all powers, rights and privileges a corporation organized under the non-profit corporation laws of the State of Texas may now or hereafter exercise, in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.
- I.II. **Definitions:** Any capitalized term not defined in these Bylaws shall have the meaning set forth in the Declaration.
- I.III. **Acceptance of Bylaws:** Each Owner, whether present or future, is subject to the provisions and regulations set forth in these Bylaws and is responsible for causing all occupants of such Owner's Condominium Property (as hereinafter defined) to comply with same (provided, however, that no Owner shall be obligated to cause any party to comply with the provisions of these Bylaws who, as of the date of recording of the Declaration, is occupying that Owner's Condominium Property under a lease or other agreement which affords that party rights inconsistent with the provisions of these Bylaws). The mere acquisition of any Unit by any Owner will signify that such Owner has accepted, approved and ratified these Bylaws, and that these Bylaws will be complied with. These Bylaws shall supersede any prior Bylaws of the Prior Association.
- I.IV. **Administration:** The Association, acting through its Board of Directors (the "Board"), shall have the responsibility of administering the operation and maintenance of the general common elements in accordance with the provisions of the Declaration and these Bylaws.

ARTICLE II: NAME

- II.I. **Name:** The name of this corporation shall be the ROANOKE CONDOMINIUMS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE III: OFFICES

- III.I. **Registered Office:** The registered office of the Association shall be as designated in the Articles of Incorporation of the Association filed with the Secretary of State of the State of Texas, as it may be changed from time to time.
- III.II. **Other Offices:** The Association may also have offices at such other places both within and without the State of Texas as the Board may from time to time determine or the business of the Association may require.

ARTICLE IV: MEMBERSHIP, MEMBER IN GOOD STANDING, VOTING RIGHTS, QUORUM, PROXIES

IV.I. Membership: Each and every Owner automatically shall become a Member of the Association during such Owner's period of ownership of condominium property in the Roanoke Condominiums ("Condominium Property"). Such membership shall be appurtenant to such property and may not be severed from or held separately there from. Such membership shall terminate automatically without any formal action by the Association whenever such person ceases to own Condominium Property, but such termination shall not relieve or release any such former Owner and Member from any liability or obligation incurred under or in any way connected with the Association, or impair any rights or remedies which the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

IV.II. Member in Good Standing: A Member of the Association shall be considered to be a Member in good standing and eligible to vote if such Member:

- (a). Has, not less than seven (7) days prior to the taking of any vote by the Association, fully paid all assessments or other charges levied by the Association against such Member's Condominium Property and then due and payable, as such assessments or charges are provided for in the Declaration;
- (b). Does not have a lien filed by the Association against such Member's Condominium Property; and
- (c). Has discharged any and all other obligations to the Association as may be required of the Members hereunder or under the Declaration.

The Board shall have sole responsibility and authority for determining the good standing, status if any Member at any time, and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive either (i) the seven (7) days' prior payment requirement established herein (provided, however, that the Board shall require that such payment be made prior to the time such vote is taken) or (ii) any requirement imposed under subsection (c) above (provided, however that the Board, in its discretion, shall determine that extenuating circumstances exist). Any Member not conforming with the provisions of this Article shall be declared by the Board to be a Member not in good standing and unless the provision violated can be and is specifically waived by the Board in writing prior to any particular vote being taken, such Member shall be disqualified from voting on all matters before the Association until such time as such Member attains good standing status and same is so declared by the Board.

IV.III. Voting Rights in the Association: When two (2) or more persons or entities hold undivided interests in any Condominium Property, all such persons or entities shall be Members and the vote for such Condominium Property shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to each Unit in which such Members own undivided interests. In the event undivided interests in any Unit are owned by two (2) or more persons or entities, and if only one (1) vote is cast, with respect to such Unit, that vote conclusively shall be deemed the vote of all Owners of such Unit. If, however, the persons or entities holding such undivided interests cast conflicting or inconsistent votes the Association shall treat such inconsistent or conflicting votes as if no vote was cast for the Unit in question, and as if the Owners of such Unit had abstained from the vote.

The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to own an interest in a Unit; however, such termination shall not

release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership of the Unit, nor impair any rights or remedies which the Association or any other party may have with regard to such person or entity.

IV.IV. Quorum: A quorum for the transaction of business at all annual and special meeting of members shall consist of 33% of members in good standing or more, represented by person or by proxy. In the event a quorum is not present at any meeting, then notification of a meeting for the same purposes to be held within two (2) to four (4) weeks after the date of the initial meeting shall be sent by mail. At such second meeting, the number of Members in good standing represented in person or by proxy shall be sufficient to constitute a quorum. The Members in good standing present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough, Members in good standing to leave less than a quorum.

IV.V. Proxies: Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

ARTICLE V: ASSOCIATION RESPONSIBILITIES AND MEETINGS OF MEMBERS

V.I. Association Responsibilities: Members will constitute the Association, which, acting through the Board, will have the responsibility of administering and enforcing the covenants, conditions and restrictions contained in the Declaration, including the collection and disbursement of charges and assessments created therein, In the event of any dispute or disagreement between any Members relating to the Roanoke Condominiums, or to any question of interpretation or application of the provisions of the Declaration, the Articles or these Bylaws, such dispute or disagreement shall be submitted to the Board, The determination of such dispute or disagreement by the Board shall be binding on each and all such Members, subject to the right of all Members to seek other remedies provided by law after such determination by the Board.

V.II. Place of Meeting: Meetings of the Association shall be held at such suitable place, convenient to the Members, as the Board may determine.

V.III. Annual Meetings: Annual meetings of the Association shall be held at such time or place as the Board may determine. At each annual meeting, the Members shall elect a Board in accordance with the requirements of Section 6.1 of these Bylaws; The Members shall also transact such other business of the Association as may properly come before them.

V.IV. Special Meeting: It shall be the duty of the President of the Association to call a special meeting of the Members as directed by resolution of the Board or upon a petition signed by a Majority of the Members and presented to the Secretary of the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the Secretary of the Association of such resolution or petition,

V.V. Notice of Meetings: It shall be the duty of the Secretary through the Management Company of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to all Members, at least ten (10) days, but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in the Declaration shall be considered notice served.

V.VI. Order of Business: The order of business at all meetings of the Members shall be, as follows:

- (a). Roll call and certifying proxies;
- (b). Proof of notice of meeting or waiver of notice;
- (c). Reading and disposition of unapproved minutes;
- (d). Reports of officers;
- (e). Reports of Committee;
- (f). Election of Directors;
- (g). Unfinished Business;
- (h). New business; and
- (i). Adjournment.

ARTICLE VI: BOARD OF DIRECTORS

- VI.I. Number and Qualification; Election and Term:** The affairs of the Association shall be governed by a Board of Directors that can consists of three (3) and up to seven (7) Directors none of whom need to be members. Each Director, after the initial Board of Directors, shall be elected for a three (3) year term. Such persons (individually, a "Director") thereafter shall govern the affairs of the Association until their successors have been duly elected and qualified. A person need not be a Member to serve as a Director.
- VI.II. Powers and Duties:** The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the maintenance of the Roanoke Condominiums in the manner required by the Declaration. The Board may do all such acts and things except as by law or by these Bylaws or by the Declaration may not be delegated to the Board, The Board may adopt such rules and regulations involving the use of an improvement to the Units and the Common Elements which are not inconsistent with the Declaration.
- VI.III. No Waiver of Rights:** The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration or the Bylaws, shall not constitute or be deemed a waiver, modification or release thereof, and the Board shall have the right to enforce same thereafter.
- VI.IV. Vacancies:** Any vacancy in the Board caused by death, resignation or disqualification (i.e. by any reason other than the removal of a Director in accordance with Section 6.5 below), shall be filled by appointment by a majority votes of the remaining Directors within thirty (30) days after such vacancy or until such time as a replacement can be found and agreed upon by the remaining Board of Directors. Each person so appointed shall be a Director until a successor is elected at the next annual meeting of the Association.
- VI.V. Resignation and Removal of Directors:** At any special meeting of the members duly called, any Director may be removed with or without cause by a majority of those members present and a successor shall then and there be appointed by an affirmative vote of a Majority of Members present to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Any Director 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 receipt of such notice. The acceptance of such resignation shall not be necessary to make it effective.

- VI.VI. Regular Meeting:** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by Directors holding a majority of the votes available to be cast by the Board but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Director; personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.
- VI.VII. Special Meeting:** Special meetings of the Board may be called by the President on five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of one or more Directors.
- VI.VIII. Waiver of Notice:** Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof; If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
- VI.IX. Board of Directors' Quorum:** Except where a higher number of votes is expressly required by the Declaration or elsewhere in these Bylaws, at all meetings of the Board, those Directors holding a majority of the votes available to be cast by the Directors shall constitute a quorum for the transaction of business, and the acts approved by a majority of votes cast by the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum is present.
- VI.X. Compensation:** No Director shall receive any compensation for acting as such.

ARTICLE VII: FISCAL MANAGEMENT

- VII.I. Accounts:** The funds and expenditures of the Members by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:
- a).** Normal operating expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements; or
 - (b).** Reserve for maintenance, repair and/or replacement relating to general common elements which shall include funds for maintenance, repair or replacement required because of damage, wear or obsolescence.
- VII.II. Separate Account:** Separate accounts may be established in order to better demonstrate that the amounts deposited therein are capital contributions and not income to the Association.
- VII.III. Fiscal Year:** The fiscal year for the Association shall be the calendar year.
- VII.IV. Examination of Books and Records:** Any Member may examine the books and records of the Association during normal business hours at the principal office of the Association (as same may be changed from time to time). Any Member may make copies of such books and records at such Member's sole expense, but provided that no Member may remove the books and records from the principal office of the Association at any time.

ARTICLE VIII: OFFICERS

- VIII.I. Designation:** The Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. Such Officers may, but need not be a member. One or more offices may be held by the same person.
- VIII.II. Election of Officers:** The Officers of the Association (individually, an "Officer") shall be elected annually by the Board and shall hold Office subject to the continuing approval of the Board.
- VIII.III. Resignation and Removal of Officers:** Upon an affirmative vote of a majority of the votes available to be cast by the Board, any Officer may be removed, either with or without cause, and such Officer's successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. 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 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.
- VIII.IV. Vacancies:** A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the Officer previously filling such office may be filled by affirmative vote of a majority of the remaining votes available to be cast by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.
- VIII.V. President:** The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the president of a Texas non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as the President may in the President's discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members at any regular or special meetings.
- VIII.VI. Vice President:** The Vice President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or due to the President's inability for any reason to exercise such powers and functions or perform such duties, and also will perform any duties the Vice President is directed to perform by the President.
- VIII.VII. Secretary:** The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association and shall have charge of such books and papers as the Board may direct. The Secretary, shall, in general, perform all the duties incident to the office of Secretary and those duties as provided in these Bylaws, The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association through the Property Management Company. Such list shall be open to Inspection by Members and other persons lawfully entitled to inspect same at reasonable times during regular business hours.
- VIII.VIII. Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and the credit of the Association in such depositories as may from time to time be designated by the Board in conjunction with and through the Property Management Company

ARTICLE IX: INDEMNIFICATION OF OFFICERS AND DIRECTORS

- IX.I. Indemnification.** As described in and in addition to the powers of indemnification set forth in the Declaration and/or the Articles of Incorporation, the Association shall indemnify and may

reimburse and/or advance expenses and/or purchase, and maintain insurance or any other arrangement on behalf of any person who is or was a Director or Officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his or her status as such a person to the maximum extent permitted by Article 1396-2.22A of the Texas Non-Profit Corporation Act, The provisions of this Article shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members in good standing otherwise. To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by such Director or Officer in connection therewith. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provisions of this Article. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such Director, Officer, employee or agent against such liability under the provisions of this Article. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to a special assessment.

- IX.II.** **Other.** The Board, Officers or representatives of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

ARTICLE X: AMENDMENTS TO BYLAWS

- X.I.** **Amendments to Bylaws.** These Bylaws may be amended at a regular or special meeting of the Members by the affirmative vote of at least sixty-seven percent (67%) of the Members present at a regular or special meeting of the Members. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XI: EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

- XI.I.** **Proof of Ownership.** Any person who purchases an interest in a Unit, following such purchase, shall furnish to the Board a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in said Unit, which copy shall remain in the files of the Association. A Member shall be deemed to not be in good standing and shall not be entitled to vote at any annual or special meeting of Members unless this requirement first is met.
- XI.II.** **Registration of Mailing Address.** Each Owner shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and Such registered address shall be the only mailing address of such Owner to be used by the Association, provided that when two (2) or more persons or entities hold individual interests in any Unit, each such person and/or entity may receive such statements, notices, demands and all other communications at the registered mailing address furnished to the Association by such person or entity. Upon transfer of title, the registered address of the new Owner(s) shall be furnished to the Board by the new Owner. Any registered address furnished to the Board shall be in written form and signed by all of said Owners of the applicable Unit or by such persons as are authorized by law to represent the interests of such

Owners. A change of address shall be effective fifteen (15) days after the Board receives notice of such change.

ARTICLE XII: NON-PROFIT ASSOCIATION

- XII.I. Non-Profit Association.** The Association is not organized for profit. No Member, Director, Officer or person from Whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary, or compensation to, or be distributed to, or inure to the benefit of any Director, Officer or Member; provided, however, always (1) that reasonable compensation may be paid to any Member, Director or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member, Director or Officer may, from time to time, be reimbursed for such person's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIII: EXECUTION OF DOCUMENTS

- XIII.I. Execution of Documents.** The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes shall be the responsibility of the Property Management Company upon a majority approval of the Board of Directors in writing or at a meeting duly called.

ARTICLE XIV: CONFLICTING OR INVALID PROVISIONS

- XIV.I. Conflicting or Invalid Provisions.** Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act, any other Texas law or the Declaration, such Act, law or the Declaration, as the case may be, shall, control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

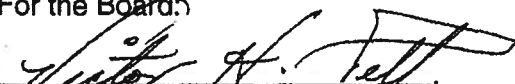
ARTICLE XV: MORTGAGES

- XV.I. Notices to Association.** A Member who mortgages such Member's Unit shall notify the Association, which notice shall include the name and address of the mortgagee.

CERTIFICATION

Adopted this 21st day of May, 2008 by the Board of Directors of the Roanoke Condominium Homeowners Association, Inc. at a duly called Board meeting at which a quorum of the Board was present and passed these Bylaws unanimously.

For the Board:

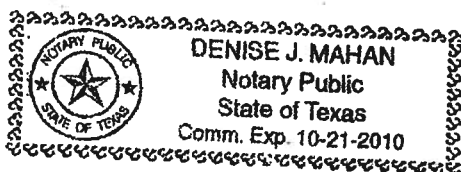

Victor Pell President

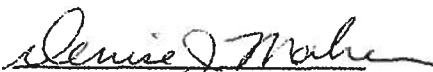
STATE OF TEXAS

SS
SS

COUNTY OF BEXAR SS

Before me, on May 28, 2008, appeared Victor Pell, known to me as the President of Roanoke Condominium Homeowners Association, Inc., who did acknowledge that he did sign these Bylaws as his own deed and act as the deed of the Roanoke Condominium Homeowners Association, Inc., in his capacity as President thereof.




Denise Mahan
Notary Public
Expires: 10-21-2010

Doc# 20080113586 Fees: \$60.00
05/30/2008 2:57PM # Pages 12
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

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 30 2008




COUNTY CLERK BEXAR COUNTY, TEXAS