

SCANNED



BYLAWS  
LOST OAKS HOMEOWNERS ASSOCIATION

**ARTICLE I - NAME**

The name of this corporation is Lost Oaks Homeowners Association, Inc., hereinafter referred to as the Association, located at 8807 Lost Bend, San Antonio, Texas 78240.

**ARTICLE II - OBJECT**

The purpose is to promote the health, safety and welfare of the members; to provide for the maintenance, repair, preservation, upkeep and protection of common areas and facilities situated in Lost Oaks Subdivision in accordance with and consistent with the Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions for Lost Oaks Subdivision.

**ARTICLE III - MEMBERS**

Those person(s) who are the record owner in accordance with the Bexar County shall be known as Association members. Each Association member whose assessment is current shall be entitled to one vote per lot as shown upon the subdivision plat of the properties with the exception of the common areas.

**ARTICLE IV - MEETINGS**

**Section 1. Annual Meetings.** The annual meeting of the Association members shall be held on a date, time and place determined by the Board of Directors for the purpose of electing directors to the Board of Directors, electing a Nominating Committee, when necessary, and conducting such other business that may properly arise.

**Section 2. Special Meetings.** Special meetings of the Association members may be called at any time by the President or by the Board of Directors, or upon written request of one- fourth of the Association members who are entitled to vote.

**Section 3. Notice of Meetings.** Public notice for annual meetings shall be posted at least ten days but not more than fifty days before such meeting. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** A quorum shall be one-tenth of the Association members who are entitled to vote except as otherwise provided in the Articles of Incorporation or in the Declaration of Covenants, Conditions and Restrictions.

**Section 5. Nominating Committee.** The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two Association members. The two Association members of the Nominating Committee shall be elected by the membership one year prior to the expiration of the term of the Board of Directors

director(s,) to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall submit at least one nominee for each vacancy.

## **ARTICLE V – ASSESSMENT**

**Section 1.** Fiscal year shall be from January 1 through December 31.

**Section 2.** As more fully provided in the Declaration of Covenants, Conditions and Restrictions for Lost Oaks Subdivision, each Association member is obligated to pay to the Association annual and special assessments.

**Section 3.** Assessments are due January 31<sup>st</sup>.

**Section 4.** On March 1<sup>st</sup>, ten percent shall be added to the amount of the unpaid assessment.

**Section 5.** On April 1<sup>st</sup>, the Association may bring an action at law against the homeowner personally obligated to pay the unpaid assessments.

**Section 6.** The Association may secure a continuing lien upon the property against which the assessment is made.

**Section 7.** In the event legal action is taken or foreclosure against the lien, all interest, costs and attorney fees of such action shall be added to the amount of such assessments.

**Section 8.** No homeowner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the common area or abandonment of his/her lot

## **ARTICLE VI - BOARD OF DIRECTORS**

**Section 1. Composition.** The Board of Directors shall be composed of five homeowners who reside in the Lost Oaks Subdivision whose assessment is current. The officers shall be a president, vice-president, secretary and treasurer. The election of officers shall be conducted at the first meeting of the Board of Directors following the annual meeting. The Board may, from time to time, add to its membership as deemed necessary.

**Section 2. Term.** The term for all directors shall begin immediately following the annual meeting at which they are elected. The term shall be two years or until their successors are elected. Directors shall be eligible to succeed themselves in the same office for one additional term.

**Section 3. Removal.** The Board, by a two-thirds vote, may remove a director from the Board for misconduct, neglect of duties, or failure to attend three consecutive meetings without an excuse.

**Section. 4. Vacancies.** In the event of a vacancy, the Board shall select a homeowner to serve for the unexpired term.

**Section 5. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors shall be regarded as the act of the Board. The Board may take action by telephone or through other electronic communication media, provided that any such action is agreed to by a majority of all directors of the Board and the result of the vote is recorded in the minutes of the next meeting of the Board.

**Section 5. Duties & Powers.** The Board of Directors shall have authority to administer the affairs of, and act on behalf of, the Association between annual meetings. Duties and powers of the Board shall include, but not necessarily be limited to the following:

- a. exercise all powers, duties and authority vested in or delegated to the Association and not reserved to Association membership by other provisions of these bylaws, the Article of Incorporation or the Declaration, Covenants and Restrictions for Lost Oaks Subdivision;
- b. adopt and publish rules and regulations governing the use of common areas and the personal conduct of the Association members and their guests, thereon, and to establish penalties for the infraction thereof;
- c. suspend the voting rights of Association member(s) during the period in which such member(s) shall be in default in the payment of any assessment levied;
- d. enter into contracts with independent contractors or municipalities for maintenance, police or security protection, fire protection and sanitary services such as garbage collection;
- e. present a statement to the Association members at the annual meeting of the membership, or at any special meeting when such statement is requested in writing by one-fourth of the Association members who are entitled to vote;
- f. set the amount of the annual assessments against each homeowner at least 30 days in advance of each annual assessment period;
- g. send written notice of each assessment to every homeowner subject thereto at least 30 days in advance of each annual assessment period;
- h. foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the homeowner personally obligated to pay the same;
- i. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- j. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- k. cause the common areas to be maintained.

**Section 6. Compensation.** No director shall receive compensation for any service

rendered to the Association. The directors may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**Section 7. Meetings.** Regular meetings shall be held monthly unless otherwise directed by the president. The time, place and hour shall be determined from time to time by the directors.

**Section 8. Indemnification.** The Association shall hold harmless the Association Board of Directors from all claims, demands, liability, loss, damage, expense, lawsuits, judgment, reasonable and necessary attorneys' fees, and court cost that may incur which arise out of or are occasioned by, or attributed to, directly or indirectly in performance of the duties as enumerated in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions for Lost Oaks Subdivision and these bylaws.

**ARTICLE VII - PARLIAMENTARY AUTHORITY**

The rules contained in the current issue of *Robert's Rules of Order Newly Revised* shall govern the proceedings of the Association in all cases in which they are not inconsistent with these bylaws or the Articles of Incorporation or the Covenants, Conditions and Restrictions for Lost Oaks Subdivision.

**ARTICLE VIII - AMENDMENTS**

These bylaws may be amended at any annual or special meeting of the Association by a two-thirds vote, provided that the amendment(s) have been submitted in writing at least fifteen days prior to the meeting.

Adopted: January 30, 1985  
Amended: July 16, 1995  
Amended: July 26, 1998  
Amended: September 14, 2010

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:

SEP 25 2012

Signed: *Ruth G. Payton*



*Gerard C. Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Ruth G. Payton, President, Lost Oaks Homeowners Association

STATE OF Texas  
COUNTY OF Bexar

Doc# 20120186314 Fees: \$28.00  
09/25/2012 9:56AM # Pages 4  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

The foregoing instrument was acknowledged before me this 25 day of 09, 2012 by Ruth Gailon Payton

*M. Briones*  
Notary Public's Signature  
Personally Known OR Notary Name  
Type of Identification Produced TXDL

