

Tex. Prop. Code § 82.101

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.101 - Organization of Unit Owners' Association

A unit owners' association must be organized as a profit or nonprofit corporation. The declarant may not convey a unit until the secretary of state has issued a certificate of incorporation under Article 3.03, Texas Business Corporation Act, or Article 3.03, Texas Non-Profit Corporation Act (Article 1396-3.03, Vernon's Texas Civil Statutes). The membership of the association at all times consists exclusively of all the unit owners or, following termination of the condominium, all former unit owners entitled to distribution of proceeds, or the owners' heirs, successors, or assigns. *Tex. Prop. Code § 82.101*. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.102

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.102 - Powers of Unit Owners' Association

(a) Unless otherwise provided by the declaration, the association, acting through its board, may:

- (1)** adopt and amend bylaws;
- (2)** adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from unit owners;
- (3)** hire and terminate managing agents and other employees, agents, and independent contractors;
- (4)** institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;
- (5)** make contracts and incur liabilities relating to the operation of the condominium;
- (6)** regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium;
- (7)** adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of units and common elements, to the extent the regulated actions affect common elements or other units;
- (8)** cause additional improvements to be made as a part of the common elements;

- (9)** acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except common elements of the condominium;
- (10)** grant easements, leases, licenses, and concessions through or over the common elements;
- (11)** impose and receive payments, fees, or charges for the use, rental, or operation of the common elements and for services provided to unit owners;
- (12)** impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given in accordance with Subsection (d), reasonable fines for violations of the declaration, bylaws, and rules of the association;
- (13)** adopt and amend rules regulating the collection of delinquent assessments and the application of payments;
- (14)** adopt and amend rules regulating the termination of utility service to a unit, the owner of which is delinquent in the payment of an assessment that is used, in whole or in part, to pay the cost of that utility;
- (15)** impose reasonable charges for preparing, recording, or copying declaration amendments, resale certificates, or statements of unpaid assessments;
- (16)** enter a unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another unit, or the occupants;
- (17)** suspend the voting privileges of or the use of certain general common elements by an owner delinquent for more than 30 days in the payment of assessments;
- (18)** purchase insurance and fidelity bonds it considers appropriate or necessary;
- (19)** exercise any other powers conferred by the declaration or bylaws;
- (20)** exercise any other powers that may be exercised in this state by a corporation of the same type as the association; and
- (21)** exercise any other powers necessary and proper for the government and operation of the association.

(b) The declaration may not impose limitations on the power of the association to deal with the declarant that are more restrictive than the limitations imposed on the power of the association to deal with other persons.

(c) To be enforceable, a bylaw or rule of the association must not be arbitrary or capricious.

(d) Before an association may charge the unit owner for property damage for which the unit owner is liable or levy a fine for violation of the declaration, bylaws, or rules, the association shall give to the unit owner a written notice that:

(1) describes the violation or property damage and states the amount of the proposed fine or damage charge;

(2) states that not later than the 30th day after the date of the notice, the unit owner may request a hearing before the board to contest the fine or damage charge; and

(3) allows the unit owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

(e) The association may give a copy of the notice required by Subsection (d) to an occupant of the unit. The association must give notice of a levied fine or damage charge to the unit owner not later than the 30th day after the date of levy.

(f) Except as provided by Subsection (g), the association by resolution of the board of directors may:

(1) borrow money; and

(2) assign as collateral for the loan authorized by the resolution:

(A) the association's right to future income, including the right to receive assessments; and

(B) the association's lien rights.

(g) If a dedicatory instrument requires a vote of members of the association to borrow money or assign the association's right to future income or the association's lien rights, the loan or assignment must be approved as provided by the dedicatory instrument. The board may determine whether a vote for that purpose may be cast electronically, by absentee ballot, in person or by proxy at a meeting called for that purpose, or by written consent. If a lower approval threshold is not provided by the dedicatory instrument, approval requires the consent of owners holding 67 percent of all voting interests.

Tex. Prop. Code § 82.102. Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 678, Sec. 3, eff. 9/1/2013. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.103

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.103 - Board Members and Officers

(a) Except as provided by the declaration, bylaws, or this chapter, the board shall act in all instances on behalf of the association if in the good-faith judgment of the board the action is reasonable. Each officer or member of the board is liable as a fiduciary of the unit owners for the officer's or member's acts or omissions. All acts of the association must be by and through the board unless otherwise provided by the declaration or bylaws or by law.

(b) The board may not act on behalf of the association to amend the declaration except as permitted by this chapter, to terminate the condominium, to elect members of the board, or to determine the qualifications, powers and duties, or terms of office of board members. The board may fill a vacancy in its membership for the unexpired portion of a term.

(c) Subject to Subsection (d), the declaration may provide for a period of declarant control of the association during which a declarant, or persons designated by the declarant, may appoint and remove the officers and members of the board. Regardless of the period provided by the declaration, a period of declarant control terminates not later than the 120th day after conveyance of 75 percent of the units that may be created to unit owners other than a declarant. Transfer of special declarant rights does not terminate the period of declarant control. A declarant may voluntarily surrender the right to appoint and remove officers and members of the board before termination of the period, but in that event the declarant may require, for the duration of the period that the declarant would otherwise control, that specified actions of the association or board be approved by the declarant before they become effective.

(d) Not later than the 120th day after conveyance of 50 percent of the units that may be created to unit owners other than a declarant, not less than one-third of the members of the board must be elected by unit owners other than the declarant.

(e) Not later than the termination of a period of declarant control, the unit owners shall elect a board of at least three members who need not be unit owners. The board shall elect the officers before the 31st day after the date declarant control terminates. The persons elected shall take office on election.

(f) An officer or director of the association is not liable to the association or any unit owner for monetary damages for an act or omission occurring in the person's capacity as an officer or director unless:

- (1)** the officer or director breached a fiduciary duty to the association or a unit owner;
- (2)** the officer or director received an improper benefit; or
- (3)** the act or omission was in bad faith, involved intentional misconduct, or was one for which liability is expressly provided by statute.

(g) Subsection (f) does not diminish a limitation of liability provided an officer or director of the association by the declaration, bylaws, articles of incorporation of the association, or other laws.

Tex. Prop. Code § 82.103. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.104

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.104 - Transfer of Special Declarant Rights

(a) Special declarant rights created or reserved under this chapter may not be transferred except by an instrument evidencing the transfer recorded in each county in which any portion of the condominium is located. The instrument is not effective unless executed by the transferee.

(b) On transfer of any special declarant right, a transferor is not relieved of an obligation or liability arising before the transfer. A transferor is not liable for an act or omission or a breach of an obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) Unless otherwise provided by a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under Bankruptcy Code or receivership proceedings, of a unit owned by a declarant or of real property in a condominium subject to development rights, a person acquiring title to all the real property being foreclosed or sold may request to succeed to all special declarant rights or only to rights reserved by the declaration to maintain models, offices, and signs. The judgment or instrument conveying title may provide for transfer of only the special declarant rights requested.

(d) On foreclosure, tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under Bankruptcy Code or receivership proceedings of all units and other real property in a condominium owned by a declarant:

- (1)** the declarant ceases to have any special declarant rights; and
- (2)** the period of declarant control terminates unless the judgment or instrument conveying title provides for transfer of all special declarant rights held by that declarant to a successor declarant.

(e) The liabilities and obligations of a person who succeeds to special declarant rights are as follows:

- (1)** a successor to a special declarant right who is an affiliate of a declarant is subject to all obligations and liabilities imposed on the transferor by this chapter or by the declaration;
- (2)** a successor to a special declarant right, other than a successor described by Subdivision (3) or (4), who is not an affiliate of a declarant, is subject to all obligations and liabilities imposed on the transferor by this chapter or by the declaration;
- (3)** a successor to only a right reserved by the declaration to maintain models, offices, and signs, who is not an affiliate of a declarant, may not exercise any other special declarant right, and is not subject to any liability or obligation as a declarant, except the obligation to provide a condominium information statement and any liability arising as a result; and
- (4)** a successor to all special declarant rights held by the successor's transferor who is not an affiliate of that declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to units under Subsection (c) may declare the person's intention in a recorded instrument to hold those rights solely for transfer to another person; thereafter, until all special declarant rights are transferred to a person acquiring title to any unit owned by the successor, or until an instrument permitting exercise of all those rights is recorded, the successor may not exercise any of those rights other than any right held by the successor's transferor to control the board as provided by Section 82.103(c) for the duration of the period of declarant control, and an attempt to exercise those rights is void; so long as a successor declarant may not exercise special declarant rights under this subdivision, the successor is not subject to any liability or obligation as a declarant other than liability for acts and omissions under Section 82.103(a).

(f) This section does not subject a successor to a special declarant right to any claims against or other obligations of a transferor declarant, other than claims and obligations arising under this chapter or the declaration.

Tex. Prop. Code § 82.104. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.105

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.105 - Termination of Contracts and Leases of Declarant

An association in a residential or recreational condominium may terminate, without penalty, contracts or leases between the association and a declarant or an affiliate of a declarant if:

- (1)** the contract is entered into by the association while controlled by the declarant;
- (2)** the association terminates the contract or lease before the first anniversary of the date a board elected by the unit owners takes office; and
- (3)** the association gives at least 90 days' notice of its intent to terminate the contract or lease to the other party.

Tex. Prop. Code § 82.105. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.106

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.106 – Bylaws

(a) The administration and operation of the condominium are governed by the bylaws, which must provide for:

- (1)** the number of members on the board and the titles of the officers of the association;
- (2)** election by the board of a president, treasurer, secretary, and any other officers the bylaws specify;
- (3)** the qualifications, powers and duties, terms of office, and the manner of electing and removing a board member or officer and filling vacancies;
- (4)** the powers, if any, that the board or an officer may delegate to other persons or to a managing agent;
- (5)** the designation of officers who are authorized to prepare, execute, certify, and record amendments to the declaration on behalf of the association;
- (6)** the method of amending the bylaws; and
- (7)** the manner of notice of meetings of the association.

(b) Subject to the declaration, the bylaws may provide for other matters the association considers desirable, necessary, or appropriate.

Tex. Prop. Code § 82.106. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.107

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Section 82.107 - Upkeep of Condominium

(a) Except as provided by the declaration or Subsections (b) and (c), the association is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of the owner's unit. Each unit owner shall afford to the association and the other unit owners, and to their agents or employees, access through the owner's unit reasonably necessary for those purposes. If damage is inflicted on the common elements or on any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, is liable for the prompt repair of the damage.

(b) Except as provided by the declaration, each unit owner is responsible for the cost of maintenance, repair, and replacement of any utility installation or equipment serving only the owner's unit, without regard to whether the installation or equipment is located wholly or partially outside the designated boundaries of the unit. For purposes of this subsection, utility installations and equipment include electricity, water, sewage, gas, water heaters, heating and air conditioning equipment, and television antennas.

(c) Except as provided by the declaration, each unit owner is responsible for the cost of maintenance, repair, and replacement of windows and doors serving only the owner's unit.

(d) Unless otherwise provided by the declaration, the association may enter a unit, after giving notice to the owner and occupant of the unit, to:

- (1)** prevent or terminate waste of water purchased by the association as a common expense; or
- (2)** perform maintenance and repairs of the condominium that, if not performed, may result in increased damage by water to components of the condominium that the association maintains.

Tex. Prop. Code § 82.107. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.108

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.108 – Meetings

(a) Meetings of the association must be held at least once each year. Unless the declaration provides otherwise, special meetings of the association may be called by the president, a majority of the board, or unit owners having at least 20 percent of the votes in the association.

(b) Meetings of the association and board must be open to unit owners, subject to the right of the board to adjourn a meeting of the board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

(c) Unless the declaration, bylaws, or articles of incorporation of the association provide otherwise:

(1) a meeting of the board may be held by any method of communication, including electronic and telephonic, if:

(A) notice of the meeting has been given in accordance with Subsection (e);

(B) each director may hear and be heard by every other director; and

(C) the meeting does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular association member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue; and

(2) the board may act by unanimous written consent of all the directors, without a meeting, if:

(A) the board action does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular association member before the member has an opportunity to attend a board meeting to present the member's position, including any defense, on the issue; and

(B) a record of the board action is filed with the minutes of board meetings.

(d) Notice of a meeting of the association must be given as provided by the bylaws, or, if the bylaws do not provide for notice, notice must be given to each unit owner in the

same manner in which notice is given to members of a nonprofit corporation under Section A, Article 2.11, Texas Non-Profit Corporation Act (Article 1396-2.11, Vernon's Texas Civil Statutes).

(e) Notice of a meeting of the board must be given as provided by the bylaws, or, if the bylaws do not provide for notice, notice must be given to each board member in the same manner in which notice is given to members of the board of a nonprofit corporation under Section B, Article 2.19, Texas Non-Profit Corporation Act (Article 1396-2.19, Vernon's Texas Civil Statutes).

(f) An association, on the written request of a unit owner, shall inform the unit owner of the time and place of the next regular or special meeting of the board. If the association representative to whom the request is made does not know the time and place of the meeting, the association promptly shall obtain the information and disclose it to the unit owner or inform the unit owner where the information may be obtained.

Tex. Prop. Code § 82.108. Amended by Acts 1997, 75th Leg., ch. 956, Sec. 3, eff. 1/1/1998. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.109

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.109 – Quorums

(a) Unless the bylaws provide otherwise, a quorum is present throughout any meeting of the association if persons entitled to cast at least 20 percent of the votes that may be cast for election of the board are present in person or by proxy at the beginning of the meeting. The bylaws may not reduce the standard for a quorum to less than 10 percent.

(b) Unless the bylaws specify a larger percentage, a quorum is present throughout a meeting of the board if persons entitled to cast at least 50 percent of the votes on the board are present at the beginning of the meeting.

Tex. Prop. Code § 82.109. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.110

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.110 - Voting and Proxies

(a) If only one of the multiple owners of a unit is present at a meeting of the association, that person may cast the vote or votes allocated to that unit. If more than one of the multiple owners is present, the vote or votes allocated to that unit may be cast only in accordance with the owners' unanimous agreement unless the declaration provides otherwise. Multiple owners are in unanimous agreement if one of the multiple owners casts the votes allocated to a unit and none of the other owners makes prompt protest to the person presiding over the meeting.

(b) Votes allocated to a unit may be cast under a written proxy duly executed by a unit owner. If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a proxy duly executed by the unit owner. A unit owner may not revoke a proxy given under this section except by giving actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter or longer time.

(c) Cumulative voting is not allowed.

Tex. Prop. Code § 82.110. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.111

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.111 – Insurance

(a) Beginning not later than the time of the first conveyance of a unit to a person other than a declarant, the association shall maintain, to the extent reasonably available:

(1) property insurance on the insurable common elements insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage, in a total amount of at least 80 percent of the replacement cost or actual cash value of the insured property as of the effective date and at each renewal date of the policy; and

(2) commercial general liability insurance, including medical payments insurance, in an amount determined by the board but not less than any amount specified by the declaration covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(b) If a building contains units having horizontal boundaries described in the declaration, the insurance maintained under Subsection (a)(1), to the extent

reasonably available, must include the units, but need not include improvements and betterments installed by unit owners.

(c) If the insurance described by Subsections (a) and (b) is not reasonably available, the association shall cause notice of that fact to be delivered or mailed to all unit owners and lienholders. The declaration may require the association to carry any other insurance, and the association in any event may carry any other insurance the board considers appropriate to protect the condominium, the association, or the unit owners. Insurance policies maintained under Subsection (a) may provide for commercially reasonable deductibles as the board determines appropriate or necessary. This section does not affect the right of a holder of a mortgage on a unit to require a unit owner to acquire insurance in addition to that provided by the association.

(d) Insurance policies carried under Subsection (a) must provide that:

- (1)** each unit owner is an insured person under the policy with respect to liability arising out of the person's ownership of an undivided interest in the common elements or membership in the association;
- (2)** the insurer waives its right to subrogation under the policy against a unit owner;
- (3)** no action or omission of a unit owner, unless within the scope of the unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy; and
- (4)** if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same property covered by the policy, the association's policy provides primary insurance.

(e) A claim for any loss covered by the policy under Subsection (a)(1) must be submitted by and adjusted with the association. The insurance proceeds for that loss shall be payable to an insurance trustee designated by the association for that purpose, if the designation of an insurance trustee is considered by the board to be necessary or desirable, or otherwise to the association, and not to any unit owner or lienholder.

(f) The insurance trustee or the association shall hold insurance proceeds in trust for unit owners and lienholders as their interests may appear. Subject to Subsection (i), the proceeds paid under a policy must be disbursed first for the repair or restoration of the damaged common elements and units, and unit owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the condominium is terminated.

(g) An insurance policy issued to the association does not prevent a unit owner from obtaining insurance for the owner's own benefit.

(h) The insurer issuing the policy may not cancel or refuse to renew it less than 30 days after written notice of the proposed cancellation or nonrenewal has been mailed to the association.

(i) Except as provided by this section, any portion of the condominium for which insurance is required that is damaged or destroyed shall be promptly repaired or replaced by the association unless the condominium is terminated, repair or replacement would be illegal under any state or local health or safety statute or ordinance, or at least 80 percent of the unit owners vote to not rebuild. Each owner of a unit may vote, regardless of whether the owner's unit or limited common element has been damaged or destroyed. A vote may be cast electronically or by written ballot if a meeting is not held for that purpose or in person or by proxy at a meeting called for that purpose. A vote to not rebuild does not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. Except as provided by this section, the cost of repair or replacement in excess of the insurance proceeds is a common expense, and the board may levy an assessment to pay the expenses in accordance with each owner's common expense liability. If the entire condominium is not repaired or replaced, any insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium, the insurance proceeds attributable to units and limited common elements that are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned, or to their mortgagees, as their interests may appear, and the remainder of the proceeds shall be distributed to all the unit owners in accordance with each owner's undivided interest in the common elements unless otherwise provided in the declaration. If the unit owners vote to not rebuild any unit, that unit's allocated interests shall be automatically reallocated on the vote as if the unit had been condemned, and the association shall prepare, execute, and record an amendment to the declaration reflecting the reallocation. Section 82.068 governs the distribution of insurance proceeds if the condominium is terminated.

(j) If the cost to repair damage to a unit or common element covered by the association's insurance is less than the amount of the applicable insurance deductible, the party who would be responsible for the repair in the absence of insurance shall pay the cost for the repair of the unit or common element.

(k) If the association's insurance provides coverage for the loss and the cost to repair the damage to a unit or common element is more than the amount of the applicable

insurance deductible, the dedicatory instruments determine payment for the cost of the association's deductible and costs incurred before insurance proceeds are available. If the dedicatory instruments are silent, the board of directors of the association by resolution shall determine the payment of those costs, or if the board does not approve a resolution, the costs are a common expense. A resolution under this subsection is considered a dedicatory instrument and must be recorded in each location in which the declaration is recorded.

(l) If damage to a unit or the common elements is due wholly or partly to an act or omission of any unit owner or a guest or invitee of the unit owner, the association may assess the deductible expense and any other expense in excess of insurance proceeds against the owner and the owner's unit.

(m) The provisions of this section may be varied or waived if all the units in a condominium are restricted to nonresidential use.

Tex. Prop. Code § 82.111. Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 678, Sec. 4, eff. 9/1/2013. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.112

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Section 82.112 - Assessments for Common Expenses

(a) Until an association makes a common expense assessment, a declarant shall pay all the expenses of the condominium as the expenses accrue. After an initial assessment by an association, assessments must be made at least annually and must be based on a budget adopted at least annually by the association. The association's reserves and the unit owners' working capital contributions may not be used to pay operational expenses until the declarant control terminates.

(b) From the date of the initial assessment until declarant control terminates, or three years from a declarant's first conveyance of a unit, whichever is earlier, the declarant shall periodically pay to the association:

(1) an amount equal to all operational expenses of the association, less the operational expense portion of the assessments paid by unit owners other than declarant; or

(2) the common expense liability allocated to each unit owned by the declarant.

(c) Common expenses shall be assessed against all units conveyed, rented, or used as models or offices by the declarant and against all units owned by a declarant after termination of a declarant's control or three years from a declarant's first conveyance

of a unit, whichever is earlier, in accordance with the common expense liability allocated to each unit. A past due assessment or installment of an assessment may bear interest at a lawful rate established by the association.

(d) Except as provided by the declaration and Section 82.107, a common expense for the maintenance, repair, or replacement of a limited common element shall be assessed against all the units as if it were for a general common element.

(e) If common expense liabilities are reallocated, common expense assessments and an assessment installment not yet due shall be recomputed in accordance with the reallocated common expense liabilities.

(f) A declaration may allow the accumulation of reserve funds for an unspecified period to provide for any anticipated expense of the condominium.

(g) This section does not prevent a declarant from collecting from a purchaser at closing the prorated amount of any expenses, such as insurance or taxes, that the declarant has prepaid to the association or directly to others on behalf of the unit that is being purchased.

Tex. Prop. Code § 82.112. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.113

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.113 - Association's Lien for Assessments

(a) An assessment levied by the association against a unit or unit owner is a personal obligation of the unit owner and is secured by a continuing lien on the unit and on rents and insurance proceeds received by the unit owner and relating to the owner's unit. In this section, "assessments" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the association by the unit owner or levied against the unit by the association, all of which are enforceable as assessments under this section unless the declaration provides otherwise.

(b) The association's lien for assessments has priority over any other lien except:

- (1)** a lien for real property taxes and other governmental assessments or charges against the unit unless otherwise provided by Section 32.05, Tax Code;
- (2)** a lien or encumbrance recorded before the declaration is recorded;

(3) a first vendor's lien or first deed of trust lien recorded before the date on which the assessment sought to be enforced becomes delinquent under the declaration, bylaws, or rules; and

(4) unless the declaration provides otherwise, a lien for construction of improvements to the unit or an assignment of the right to insurance proceeds on the unit if the lien or assignment is recorded or duly perfected before the date on which the assessment sought to be enforced becomes delinquent under the declaration, bylaws, or rules.

(c) The association's lien for assessments is created by recordation of the declaration, which constitutes record notice and perfection of the lien. Unless the declaration provides otherwise, no other recordation of a lien or notice of lien is required.

(d) By acquiring a unit, a unit owner grants to the association a power of sale in connection with the association's lien. By written resolution, a board may appoint, from time to time, an officer, agent, trustee, or attorney of the association to exercise the power of sale on behalf of the association. Except as provided by the declaration, an association shall exercise its power of sale pursuant to Section 51.002.

(e) The association has the right to foreclose its lien judicially or by nonjudicial foreclosure pursuant to the power of sale created by this chapter or the declaration, except that the association may not foreclose a lien for assessments consisting solely of fines. Costs of foreclosure may be added to the amount owed by the unit owner to the association. A unit owner may not petition a court to set aside a sale solely because the purchase price at the foreclosure sale was insufficient to fully satisfy the owner's debt.

(f) The association may bid for and purchase the unit at foreclosure sale as a common expense. The association may own, lease, encumber, exchange, sell, or convey a unit.

(g) The owner of a unit purchased at a foreclosure sale of the association's lien for assessments may redeem the unit not later than the 90th day after the date of the foreclosure sale. If the association is the purchaser, the owner must pay to the association to redeem the unit all amounts due the association at the time of the foreclosure sale, interest from the date of foreclosure sale to the date of redemption at the rate provided by the declaration for delinquent assessments, reasonable attorney's fees and costs incurred by the association in foreclosing the lien, any assessment levied against the unit by the association after the foreclosure sale, and any reasonable cost incurred by the association as owner of the unit, including costs of maintenance and leasing. If a party other than the association is the purchaser, the redeeming owner must pay to the purchaser of the unit at the foreclosure sale an amount equal to

the amount bid at the sale, interest on the bid amount computed from the date of the foreclosure sale to the date of redemption at the rate of six percent, any assessment paid by the purchaser after the date of foreclosure, and any reasonable costs incurred by the purchaser as the owner of the unit, including costs of maintenance and leasing. The redeeming owner must also pay to the association all assessments that are due as of the date of the redemption and reasonable attorney's fees and costs incurred by the association in foreclosing the lien. On redemption, the purchaser of the unit at the foreclosure sale shall execute a deed with no warranty to the redeeming unit owner. The exercise of the right of redemption is not effective against a subsequent purchaser or lender for value without notice of the redemption after the redemption period expires unless the redeeming unit owner records the deed from the purchaser of the unit at the foreclosure sale or an affidavit stating that the owner has exercised the right of redemption. A unit that has been redeemed remains subject to all liens and encumbrances on the unit before foreclosure. All rents and other income collected from the unit by the purchaser of the unit at the foreclosure sale from the date of foreclosure sale to the date of redemption belong to the purchaser of the unit at the foreclosure sale, but the rents and income shall be credited against the redemption amount. The purchaser of a unit at a sale foreclosing an association's assessment lien may not transfer ownership of the unit during the redemption period to a person other than a redeeming owner.

(h) If a unit owner defaults in the owner's monetary obligations to the association, the association may notify other lien holders of the default and the association's intent to foreclose its lien. The association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a unit who has given the association a written request for notification of the unit owner's monetary default or the association's intent to foreclose its lien.

(i) This section does not prohibit the association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

(j) At any time before a nonjudicial foreclosure sale, a unit owner may avoid foreclosure by paying all amounts due the association.

(k) If, on January 1, 1994, a unit is the homestead of the unit owner and is subject to a declaration that does not contain a valid assessment lien against the unit, the lien provided by this section does not attach against the unit until the unit ceases to be the homestead of the person owning it on January 1, 1994.

(l) Foreclosure of a tax lien attaching against a unit under Chapter 32, Tax Code, does not discharge the association's lien for assessments under this section or under a declaration for amounts becoming due to the association after the date of foreclosure of the tax lien.

(m) If a unit owner is delinquent in payment of assessments to an association, at the request of the association a holder of a recorded lien against the unit may provide the association with information about the unit owner's debt secured by the holder's lien against the unit and other relevant information. At the request of a lien holder, the association may furnish the lien holder with information about the condominium and the unit owner's obligations to the association.

Tex. Prop. Code § 82.113. Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 678, Sec. 5, eff. 9/1/2013. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.114

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.114 - Association Records

(a) The association shall keep:

- (1)** detailed financial records that comply with generally accepted accounting principles and that are sufficiently detailed to enable the association to prepare a resale certificate under Section 82.157;
- (2)** the plans and specifications used to construct the condominium except for buildings originally constructed before January 1, 1994;
- (3)** the condominium information statement prepared under Section 82.152 and any amendments;
- (4)** the name and mailing address of each unit owner;
- (5)** voting records, proxies, and correspondence relating to amendments to the declaration; and
- (6)** minutes of meetings of the association and board.

(b) All financial and other records of the association shall be reasonably available at its registered office or its principal office in this state for examination and production in accordance with Section 82.1141.

(c) The association shall, as a common expense, annually obtain an independent audit of the records. Copies of the audit must be made available to the unit owners. An audit required by this subsection shall be performed by a certified public accountant if required by the bylaws or a vote of the board of directors or a majority vote of the members of the association voting at a meeting of the association.

(d) A declarant shall furnish copies to the association of the information required by Subsection (a) on the date the first unit is sold.

(e) Not later than the 30th day after the date of acquiring an interest in a unit, the unit owner shall provide the association with:

- (1)** the unit owner's mailing address, telephone number, and driver's license number, if any;
- (2)** the name and address of the holder of any lien against the unit, and any loan number;
- (3)** the name and telephone number of any person occupying the unit other than the unit owner; and
- (4)** the name, address, and telephone number of any person managing the unit as agent of the unit owner.

(f) A unit owner shall notify the association not later than the 30th day after the date the owner has notice of a change in any information required by Subsection (e), and shall provide the information on request by the association from time to time.

Tex. Prop. Code § 82.114. Amended by Acts 2021, Texas Acts of the 87th Leg. - Regular Session, ch. 555, Sec. 1, eff. 9/1/2021. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.1141

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.1141 - Access to Association Records

(a) This section applies to all associations governed by this chapter and controls over other law not specifically applicable to an association.

(b) Notwithstanding a provision in a dedicatory instrument, an association shall make the books and records of the association, including financial records, open to and reasonably available for examination by a unit owner, or a person designated in a writing signed by the unit owner as the unit owner's agent, attorney, or certified public accountant, in accordance with this section. A unit owner is entitled to obtain from the association copies of information contained in the books and records.

(c) Except as provided by this subsection, an attorney's files and records relating to the association, excluding invoices requested by a unit owner for attorney's fees and other costs relating only to a matter for which the association seeks reimbursement of fees and costs from the unit owner, are not records of the association and are not subject to inspection by the unit owner or production in a legal proceeding. If a document in an

attorney's files and records relating to the association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the association has not maintained a separate copy of the document. This subsection does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

(d) A unit owner or the unit owner's authorized representative described by Subsection (b) must submit a written request for access or information under Subsection (b) by certified mail, with sufficient detail describing the association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 82.116. The request must contain an election either to inspect the books and records before obtaining copies or to have the association forward copies of the requested books and records and:

(1) if an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the unit owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association; or

(2) if copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request, except as otherwise provided by this section.

(e) If the association is unable to produce the books or records requested under Subsection (d) on or before the 10th business day after the date the association receives the request, the association must provide to the requestor written notice that:

(1) informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and

(2) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

(f) If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the association to copy and forward to the requesting party.

(g) An association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the association.

(h) An association board must adopt a records production and copying policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information requested under this section. The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3 for an item produced by the association and may not exceed actual costs for an item produced by a third party. The policy required by this subsection must be recorded as a dedicatory instrument in accordance with Section 202.006. An association may not charge a unit owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by this subsection. A unit owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this subsection. The association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the association shall submit a final invoice to the unit owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the unit owner, the additional amounts, if not reimbursed to the association before the 30th business day after the date the invoice is sent to the unit owner, may be added to the unit owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the unit owner is entitled to a refund, and the refund shall be issued to the unit owner not later than the 30th business day after the date the invoice is sent to the unit owner.

(i) An association must estimate costs under this section using amounts prescribed by the policy adopted under Subsection (h).

(j) Except as provided by Subsection (k) and to the extent the information is provided in the meeting minutes, the association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual unit owner of an association, a unit owner's personal financial information, including records of payment or nonpayment of amounts due the association, a unit owner's contact information, a unit owner's address, or information related to an employee of the association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual unit owner.

(k) The books and records described by Subsection (j) shall be released or made available for inspection if:

- (1)** the express written approval of the unit owner whose records are the subject of the request for inspection is provided to the association; or
- (2)** a court orders the release of the books and records or orders that the books and records be made available for inspection.

(l) In addition to retaining records as necessary for compliance with Section 82.114, an association composed of eight or more units shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:

- (1)** certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;
- (2)** financial books and records shall be retained for seven years;
- (3)** account records of current unit owners shall be retained for five years;
- (4)** contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (5)** minutes of meetings of the unit owners and the board shall be retained for seven years; and
- (6)** tax returns and audit records shall be retained for seven years.

(m) A member of an association who is denied access to or copies of association books or records to which the member is entitled under this section may file a petition with the justice of the peace of a justice precinct in which all or part of the condominium is located requesting relief in accordance with this subsection. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:

- (1)** a judgment ordering the association to release or allow access to the books or records; or
- (2)** a judgment against the association for court costs and attorney's fees incurred in connection with seeking a remedy under this section.

(n) If the association prevails in an action under Subsection (m), the association is entitled to a judgment for court costs and attorney's fees incurred by the association in connection with the action.

(o) On or before the 10th business day before the date a person brings an action against an association under this section, the person must send written notice to the association of the person's intent to bring the action. The notice must:

- (1)** be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 82.116; and

(2) describe with sufficient detail the books and records being requested.

(p) For the purposes of this section, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

Tex. Prop. Code § 82.1141. Added by Acts 2021, Texas Acts of the 87th Leg. - Regular Session, ch. 555, Sec. 2, eff. 9/1/2021.

Tex. Prop. Code § 82.115

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.115 - Association As Trustee

A third person dealing with an association in the association's capacity as a trustee may assume without inquiry the existence of trust powers and their proper exercise by the association. A third person who lacks actual knowledge that an association is exceeding or improperly exercising its powers is fully protected in dealing with the association as if the association possessed and properly exercised the powers it purports to exercise. A third person is not bound to ensure the proper application of trust assets paid or delivered to an association in its capacity as trustee. *Tex. Prop. Code § 82.115.* Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.116

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.116 - Management Certificate

(a) An association shall record in each county in which any portion of the condominium is located 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 data 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)** other information the association considers appropriate.

(a-1) The county clerk of each county in which a management certificate is filed as required by this section shall record the management certificate in the real property

records of the county and index the document as a "Condominium Association Management Certificate."

(b) The association shall record a management certificate not later than the 30th day after the date the association has notice of a change in any information in a recorded certificate required by Subdivisions (a)(1)-(5).

(c) The association and its officers, directors, employees, and agents are not subject to liability to any person for delay or failure to record a management certificate, unless the delay or failure is wilful or caused by gross negligence.

Tex. Prop. Code § 82.116. Amended by Acts 2013, 83rd Leg. - Regular Session, ch. 678, Sec. 6, eff. 9/1/2013. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.117

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.117 - Obligations of Unit Owners

Without limiting the obligations of the unit owners and except as provided by the declaration, bylaws, rules of the association, or this chapter, the unit owner:

- (1)** shall pay assessments, interest, and other charges properly levied by the association against the owner or the owner's unit, and shall pay regular periodic assessments without demand by the association;
- (2)** shall comply with the declaration, bylaws, and rules of the association, including any amendments;
- (3)** shall pay for damage to the condominium caused by the negligence or wilful misconduct of the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, contractors, agents, or invitees; and
- (4)** is liable to the association for violations of the declaration, bylaws, or rules of the association, including any amendments, by the owner, an occupant of the owner's unit, or the owner or occupant's family, guests, employees, agents, or invitees, and for costs incurred by the association to obtain compliance, including attorney's fees whether or not suit is filed.

Tex. Prop. Code § 82.117. Added by Acts 1993, 73rd Leg., ch. 244, Sec. 1, eff. 1/1/1994.

Tex. Prop. Code § 82.118

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.118 - Service of Process on Unit Owners in Certain Municipalities; Change of Address Required

(a) A unit owner of a condominium located wholly or partly in a municipality with a population of more than 1.9 million may be served with process by the municipality or the municipality's agent for a judicial or administrative proceeding initiated by the municipality and directly related to the unit owner's property interest in the condominium by serving the unit owner at the unit owner's last known address, according to the records of the appraisal district in which the condominium is located, by any means permitted by Rule 21a, Texas Rules of Civil Procedure.

(b) Notwithstanding Subsection (a), a unit owner may not offer proof in the judicial or administrative proceeding, or in a subsequent related proceeding, that otherwise proper service by mail of the notice was not received not later than three days after the date the notice was deposited in a post office or official depository under the care and custody of the United States Postal Service.

(c) Not later than the 90th day after the date a unit owner changes the unit owner's mailing address, the owner must provide written notice of the owner's new address to the appraisal district in which the condominium is located.

Tex. Prop. Code § 82.118. Amended By Acts 2011, 82nd Leg., R.S., Ch. 693, Sec. 2, eff. 9/1/2011. Amended By Acts 2011, 82nd Leg., R.S., Ch. 693, Sec. 3, eff. 9/1/2011.

Tex. Prop. Code § 82.119

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.119 - Procedures for Filing Suit or Initiating Arbitration Proceedings for Defect or Design Claims for Certain Associations

(a) This section does not apply to an association with less than eight units.

(b) In addition to any preconditions to filing suit or initiating an arbitration proceeding included in the declaration, an association, before filing suit or initiating an arbitration proceeding to resolve a claim pertaining to the construction or design of a unit or the common elements, must:

(1) obtain an inspection and a written independent third-party report from a licensed professional engineer that:

- (A)** identifies the specific units or common elements subject to the claim;
 - (B)** describes the present physical condition of the units or common elements subject to the claim; and
 - (C)** describes any modifications, maintenance, or repairs to the units or common elements performed by the unit owners or the association; and
- (2)** obtain approval from unit owners holding more than 50 percent of the total votes allocated under the declaration, voting in person or by proxy as provided by Section 82.110, at a regular, annual, or special meeting called in accordance with the declaration or bylaws, as applicable.

(c) The association must provide written notice of the inspection to be conducted by the engineer to each party subject to a claim not later than the 10th day before the date the inspection occurs. The notice must:

- (1)** identify the party engaged to prepare the report required by Subsection (b)(1);
- (2)** identify the specific units or common elements to be inspected; and
- (3)** include the date and time the inspection will occur.

(d) Each party subject to a claim may attend the inspection conducted by the engineer, either personally or through an agent.

(e) Before providing the notice of the meeting under Subsection (f), an association must:

- (1)** on completion of the independent third-party report, provide the report to each unit owner and each party subject to a claim; and
- (2)** allow each party subject to a claim at least 90 days after the date of completion of the report to inspect and correct any condition identified in the report.

(f) Not later than the 30th day before the date the meeting described by Subsection (b)(2) is held, the association must provide each unit owner with written notice of the date, time, and location of the meeting. The notice must also include:

- (1)** a description of the nature of the claim, the relief sought, the anticipated duration of prosecuting the claim, and the likelihood of success;
- (2)** a copy of the report required by Subsection (b)(1);
- (3)** a copy of the contract or proposed contract between the association and the attorney selected by the board to assert or provide assistance with the claim;
- (4)** a description of the attorney's fees, consultant fees, expert witness fees, and court costs, whether incurred by the association directly or for which the association may be liable as a result of prosecuting the claim;

- (5) a summary of the steps previously taken by the association to resolve the claim;
- (6) a statement that initiating a lawsuit or arbitration proceeding to resolve a claim may affect the market value, marketability, or refinancing of a unit while the claim is prosecuted; and
- (7) a description of the manner in which the association proposes to fund the cost of prosecuting the claim.

(g) The notice required by Subsection (f) must be prepared and signed by a person who is not:

- (1) the attorney who represents or will represent the association in the claim;
- (2) a member of the law firm of the attorney who represents or will represent the association in the claim; or
- (3) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the association in the claim.

(h) The period of limitations for filing a suit or initiating an arbitration proceeding for a claim described by Subsection (b) is tolled until the first anniversary of the date the procedures are initiated by the association under that subsection if the procedures are initiated during the final year of the applicable period of limitation.

Tex. Prop. Code § 82.119. Added by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. 730, Sec. 1, eff. 9/1/2015.

Tex. Prop. Code § 82.120

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.120 - Binding Arbitration for Certain Claims

(a) A declaration may provide that a claim pertaining to the construction or design of a unit or the common elements must be resolved by binding arbitration and may provide for a process by which the claim is resolved.

(b) An amendment to the declaration that modifies or removes the arbitration requirement or the process associated with resolution of a claim may not apply retroactively to a claim regarding the construction or design of units or common

elements based on an alleged act or omission that occurred before the date of the amendment.

Tex. Prop. Code § 82.120. Added by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. 730, Sec. 1, eff. 9/1/2015.

- [Section 82.119 - Procedures for Filing Suit or Initiating Arbitration Proceedings for Defect or Design Claims for Certain Associations](#)
- [Section 82.121 - Possession of Firearm or Firearm Ammunition on](#)

Tex. Prop. Code § 82.121

Current with legislation from the 2023 Regular and Special Sessions signed by the Governor as of November 21, 2023.

Section 82.121 - Possession of Firearm or Firearm Ammunition on Condominium Property

(a) Unless possession of a firearm or firearm ammunition on condominium property is prohibited by state or federal law, a condominium unit owner, or a tenant or guest of a condominium unit owner, or a guest of a tenant of a condominium unit owner may not be prohibited from lawfully possessing, carrying, transporting, or storing a firearm, any part of a firearm, or firearm ammunition:

- (1)** in the condominium unit owner's unit;
- (2)** in a vehicle located in a parking area provided for the residents or guests of the condominium property; or
- (3)** in other common element locations as necessary to:
 - (A)** enter or exit the condominium property;
 - (B)** enter or exit the condominium unit owner's unit; or
 - (C)** enter or exit a vehicle on the condominium property or located in a parking area provided for residents or guests of the condominium property.

(b) This section applies notwithstanding any provision of a dedicatory instrument to the contrary and regardless of the date of the provision's adoption.

Tex. Prop. Code § 82.121

Added by Acts 2019, Texas Acts of the 86th Leg.- Regular Session, ch. 39, Sec. 5, eff. 9/1/2019.