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Dallas County Clerk's Office  
11/20/2017 10:06 AM

**2017 AMENDMENT TO BY-LAWS OF CONDOMINIUM REGIME  
TANBARK ROW**

**WITNESSETH:**

That on March 19, 1973, there was filed for record in the Condominium Records for Dallas County, Texas with the County Clerk of Dallas County, Texas, and recorded at Volume 73055, Pages 2262 through 2322, a Declaration & By-Laws of Condominium Regime for Tanbark Row, hereinafter called the "Declaration and By-Laws", together with Exhibits thereto.

That on December 10, 1984, there was filed for record in the Condominium Records for Dallas County, Texas with the County Clerk of Dallas County, Texas, and recorded at Volume 86003, Pages 4324 through 4326, an Amendment to the By-Laws; and

**WHEREAS**, Article 6, Paragraph 1 of the By-Laws provides that the By-Laws may be amended by the affirmative vote of fifty-one (51%) per cent of all Unit Owners and to be evidenced by a certificate executed by fifty-one (51%) per cent of all Unit Owners and recorded in the Deed Records of Dallas County, Texas; and

**WHEREAS**, that on August 8, 2017, a special meeting of the Association of Owners of TANBARK ROW, hereinafter called the "Association", was held and more than fifty-one percent (51%) of the Unit Owners, as evidenced by the certificates of consent attached hereto as Exhibit "A", voted to approve the following amendments to the Declaration

**NOW, THEREFORE**, the By-Laws are hereby amended as follows:

1. Article 4, Paragraph 2, Sub-Paragraph 2d is deleted in its entirety and replaced with the following:
  - (d) The Association shall procure a property insurance policy providing "all risk" coverage, if reasonably available, in an amount equal to full replacement cost, before application of deductibles, or all improvements, including the Units, located on the Condominiums. This coverage shall cover replacement cost for all Common Elements, plus interior items included as originally delivered by the developer. This includes floor coverings, wall coverings, cabinets, countertops, appliances, HVAC, light fixtures, windows and doors, plumbing fixtures, etc. It will not include any betterments or improvements made by individual Owners, or their personal possessions. If "all risk" coverage is not available at a reasonable cost, the Association shall obtain, at minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. Each Owner is encouraged to obtain additional coverage for betterments and improvements, liability coverage within their own Unit, and any other

coverage as deemed necessary by the individual Owner at his or her own expense. The policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property

- i. Property insurance carried by the Association as a Common Expense shall not be required to include any part of a Unit which is not depicted on the Building Plats or Site Plan or included in the original Mortgage, nor shall the Association's commercial general liability insurance provide coverage for individual Owners for liability arising within the Unit.
- ii. A claim for any loss covered by the policy must be submitted by and adjusted with the Association. The insurance proceeds for that loss shall be payable to the Association and not to any Unit Owner or Mortgagee.
- iii. The Association shall hold insurance proceeds in trust for Unit Owners and Mortgagees as their interests may appear. The proceeds under a policy must be disbursed first for the repair or restoration of the damaged Common Elements and Units and Unit Owners and Mortgagees 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 Condominiums are terminated.
- iv. In the event of an insured loss, the applicable insurance deductible, if any, shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected Owner's portion of the total cost of repair. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying the deductible pertaining to his or her Unit, if any. If any Owner fails to pay the deductible when required under this subsection (v), then the Association may pay the deductible and assess the cost to the owner and such shall be payable by the Owner of the Unit as an Assessment with such assessment becoming a part of the Association's lien on the Unit.
- v. Every Owner shall be obligated to obtain and maintain at all times a standard Texas insurance policy for betterments and improvements

installed by the Owner and not insured by policies maintained by the Association, and liability coverage to protect him or herself against claims due to accidents within his or her Unit, and casualty insurance on the contents of such Unit. Unit Owners have the sole and absolute responsibility for obtaining and paying for this coverage, and absolve the Association of any liability to make sure that an Owner has such coverage.

Except as modified by this Amendment, the Declaration, By-Laws and previous Amendments shall remain in full force and effect.

**IN WITNESS WHEREOF**, a duly authorized officer of the Association has executed this Amendment to be effective as of the date first written above.

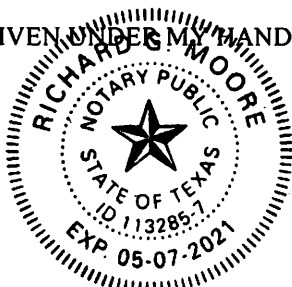
**TANBARK ROW HOMEOWNERS  
ASSOCIATION, INC.**

By: [Signature]  
Its: President

STATE OF TEXAS §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Sabrina Bunks, President of Tanbark Row Homeowners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

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2016. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of August,



[Signature]  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**  
Tanbark Row HOA  
P.O. Box 820423  
Dallas, TX 75382

**WRITTEN CONSENT/VOTE**

**2017 AMENDMENT TO BY-LAWS OF CONDOMINIUM REGIME  
TANBARK ROW**

I/We, the undersigned, as and on behalf of the Owner(s) of the Unit(s) designated below, and as an owner in Tanbark Row Homeowners Association, Inc (The "Association"), hereby consent and approve of the adoption of the 2017 Amendment to By-Laws of Condominium Regime Tanbarjk Row, which document, by my signature below, I hereby confirm and acknowledge, the language of such amendment was presented to the undersigned in its entirety at a Special Meeting of the Owners held on August 8, 2017, and at which meeting I vote to approve of such language.

Signed and Consent/Vote Given this 8<sup>th</sup> day of August, 2017.

Unit(s) A, C, F, H, I, M, O, Q, R, T - [Signature]  
Unit(s) B [Signature]  
Unit(s) G [Signature]  
Unit(s) J Al Hughes  
Unit(s) \_\_\_\_\_  
Unit(s) \_\_\_\_\_  
Unit(s) \_\_\_\_\_  
Unit(s) \_\_\_\_\_  
Unit(s) \_\_\_\_\_  
Unit(s) \_\_\_\_\_

## WRITTEN CONSENT/VOTE

### TANBARK ROW HOME OWNERS ASSOCIATION

I/We, the undersigned, as and on behalf of the Owner(s) of the Unit(s) designated below, and as an Owner in the Tanbark Row Homeowners Association, Inc (the "Association"), hereby consent and approve of the adoption of the 2017 Amendment to By-Laws of Condominium Regime Tanbark Row, which document, by my signature below, I hereby confirm and acknowledge, the language of such amendment was presented to the undersigned in its entirety at a special meeting of the Owners held on August 8, 2017, and at which meeting I voted to approve of such language.

\*Please sign and indicate below your name, and the address of your Tanbark Row Condominium property, so that your consent/vote may be counter.

SIGNED AND CONSENT/VOTE GIVEN this 4<sup>th</sup> day of August, 2017.

#### CONSENT/VOTE GIVEN:

Robin Doglio  
Signature of Owner(s)

Robin Doglio  
Printed Name of Owner(s)

Signature of Owner(s)

Printed Name of Owner(s)

Unit Address(es) Unit E out-5  
(Please print)

Written Consent/Vote for proposed 2017 Amendment to By-Laws of Condominium Regime  
Tanbark Row