

CONDOMINIUM  
RECORDS

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TANBARK ROW

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List of Exhibits

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- EXHIBIT "C" (one page) - EXPLANATION OF CEILING HEIGHTS OF FLOORS,  
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DECLARATION OF CONDOMINIUM REGIME

TANBARK ROW

THE STATE OF TEXAS    X  
                          X           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DALLAS    X

ARTICLE ONE - RECITALS

A. HARRY CRUTCHER, JR., HARRY CRUTCHER, III, JAMES R. SCOTT and VIRGINIA SCOTT, herein collectively called "Developer", owns all of the surface estate of the following described land located in Dallas County, Texas, being Lot 1, Block 6/5217 North Slope Addition to City of Dallas, Dallas County, Texas, also known as 6836 Eastridge Street according to the official numbering system of City of Dallas, Texas, and more particularly described by metes and bounds on site plan attached hereto as Exhibit "A", to which reference is made for all purposes, hereinafter called the "land".

B. Developer is initiating construction upon said land a condominium project consisting of three three story buildings containing a total of twenty (20) apartments as more fully described in Exhibit "B", referred to below, which apartments also include storage and parking garage; said project also includes common and limited common areas, together with paving, walks, fences, walls, and other improvements, structures, facilities, and appurtenances. This condominium project is designated and shall be known as the "Tanbark Row".

By this Declaration the Developer intends to establish a plan under the Provisions of the Condominium Act of the State of Texas for the individual ownership of the area of space contained in each of the apartments in said project, and the co-ownership by individuals and separate owners thereof, as tenants in common, of all of the remaining land and improvements, all as more fully hereinafter set forth and described on the attached Exhibit A, page 1, referred to above.

NOW THEREFORE, said Developer hereby declares that all of the said land and improvements constructed thereon, or to be constructed thereon, are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following divisions, covenants, restrictions, limitations, conditions, rights, privileges, obligations, liabilities and uses shall run with the land and shall be binding on said Developer, his heirs and assigns, and all subsequent owners, possessors or users of all or any part of said land and project, property and improvements, together with their respective grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE TWO - DEFINITION OF TERMS

As herein used the following terms shall have the meanings defined:

A. "Developer" is defined to have the meaning as hereinabove set forth in Paragraph 1 of the Recitals, and/or any successors in interest.

B. "Land" is defined to have the meaning as hereinabove set forth and described in Paragraph 1 of the Recitals and in Exhibit "A" hereto attached.

C. "Condominium project" and "project" are defined to mean the buildings, structures and improvements (exclusive of land) constructed or to be constructed on the land as set forth in the Plat annexed hereto as Exhibit "A", to which reference is made and which is incorporated herein as though set forth in full.

D. Each "Apartment" is defined as the space or area contained within the perimeter wall of each of the living areas, together with the respective balconies, and the respective ground

floor parking and storage area as described and identified by the number on the plat annexed hereto as Exhibit "B" or as from time to time dedicated hereto and incorporated herein by Developer by subsequent plats and exhibits, as hereinafter set forth, to all of which plats and exhibits reference is here made and which are incorporated herein as though set forth in full. The term "Apartment" shall not include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding each respective apartment, nor the pipes, wires, conduits or other public utility lines running through said respective apartment which are utilized for or serve more than one apartment; however, "Apartment" shall include the walls and partitions, etc., which are contained in each respective apartment space and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc., and appliances, fixtures and improvements intended to serve exclusively such apartment (such as individual bathroom and kitchen fixtures, plumbing and appliance individual lighting and electrical fixtures, air-conditioners and ducts, heating facilities and ducts, and other separate items or chattels belonging exclusively to each respective apartment) which may be removed, replaced, disposed or otherwise treated without affecting any other apartment or the ownership, use and enjoyment thereof.

E. "Common areas and facilities" are defined to mean all of the land (including all land underlying the project or any part thereof) and project other than the apartments, and including, without limitation on the foregoing by reason of specification, the following, if any: the land, yards and gardens, roofs, main and bearing walls, columns, slabs, stairways, staircases, wood decks, and, in general, all devices or installations.

existing for common use, entrances, exits or communications ways, community or commercial facilities, common parking areas, pumps, tanks, reservoirs, trees, pavements, pipes, wires, conduits, public utility lines, conduits and ducts, and all other elements of the project desirable or rationally of common use or necessary to the existence, upkeep and safety of the project.

F. "Limited common areas and facilities" are defined to mean all of the common areas or facilities set aside and allocated for the exclusive and restricted use of owners of particular apartment spaces.

G. "Apartment unit" is defined to mean each apartment space together with its proportionate undivided interest in the common areas and facilities.

H. "Owner" or "co-owner" is defined to mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns a family unit in the project, or any interest therein.

I. This "Declaration" or "Declaration of Condominium Regime" shall include as an entirety this instrument, all Exhibits annexed hereto, and all plats which are hereafter, from time to time, dedicated hereto and incorporated herein by Developer, whether or not otherwise herein referred to or incorporated herein by reference.

#### ARTICLE THREE - OWNERSHIP

Developer, in order to establish a plan of condominium ownership for the above described land and project, does hereby submit said land and project to a condominium regime, in accordance with Article 1301a, Texas Revised Civil Statutes, and does hereby further DECLARE, COVENANT and AGREE that the said land and project are divided into the following separate freehold estates:

A. Apartments. Twenty (20) separate freehold

estates consisting of those apartments as set forth and described on the Exhibits annexed hereto, to which reference is made and which is incorporated herein as though set forth in full. Provided, however, in order to achieve flexibility in the construction or adaptation of such apartments to the individual tastes of Owners, Developer reserves and shall have the right from time to time to change the size, shape, interior or exterior walls, and dimensions of any of the apartment spaces prior to or after the original sale thereof by Developer, unless any such change would necessitate a correlative change in the size, shape or dimension of adjoining apartment spaces theretofore sold, in such event changes may only be made with the consent of the owner of such apartment so effected. Developer shall evidence any such changes by separate plat, filed of record, identifying the said apartment by floor and number, and otherwise meeting the requirements of law as to the description of such apartment. Each said plat shall dedicate the apartment, as so represented, to the Condominium Regime herein created, shall be signed by Developer, and upon being placed of record shall be incorporated herein and become a part hereof as though originally described in this Declaration. Said plat shall also contain a statement of the fractional or percentage interest that such apartment unit (of which the amended apartment space is a part) bears to the entire project, which shall determine the respective undivided interest of said apartment in the common areas and facilities, as herein defined and described; the respective interest of said apartment unit for voting purposes and proportionate share in the common expenses; and for all purposes necessary hereunder. Said plat shall be binding upon all Owners purchasing an apartment (and their respective Mortgagees) prior

to the execution and recordation thereof, without the necessity of any such Owner's or Mortgagee's approval or agreement thereto, and all Owners and Mortgagees covenant and agree that the rights they acquire hereunder shall be subject to such right in Developer.

B. Change in Declaration and/or By-Laws by Developer.

Developer reserves and shall have the right, from time to time, unilaterally, without joinder by other Owners or persons who may have an interest in the project, of any kind or character, to change or amend this Declaration and the By-Laws of the Association of Owners that may from time to time be in effect, for the purpose of facilitating the marketing of the project or complying with any requirements of financial institutions, title companies, or civil authorities, and the like, affecting the project.

Any changes or amendments by Developer contemplated by this paragraph, or in Paragraph A above, shall not change the effective proportionate share of Owners of previously sold units for voting or assessment purposes.

C. Common Areas and Facilities. Twenty (20) separate freehold estates, each consisting of the respective undivided interest in the common areas and facilities appurtenant to (and to be conveyed with) each respective apartment, and each said Owner, his successors, assigns, administrators, executors, heirs, devisees and grantees, covenant and agree that the undivided interest in the common areas and facilities and the title to the respective apartment shall not be separated, or separately conveyed or partitioned during the existence of the Condominium Regime, and each of the said apartment unit shall be deemed to be conveyed and encumbered with its respective interest in the common areas and facilities even though the description in the instrument of conveyance or encumbrance may refer only to the title to the apartment and its fractional share of the other areas.

ARTICLE FOUR - PROPORTIONATE SHARE OF OWNERS

The proportionate shares of the Owners of the respective apartment units in the common expenses of the common areas and facilities, as well as proportionate representation for voting purposes in the Association of Owners, is based upon the fractional or percentage interest that the total square footage (including each apartment's ground floor parking and storage) of each apartment referred to herein bears to the total cumulative square footage of all twenty (20) apartments at the time of construction of the project. The respective interests for voting purposes and the proportionate shares in the common expenses shall be as set forth in Exhibit "D", attached hereto and to which reference is made for all purposes which shall remain fixed and constant.

ARTICLE FIVE - EASEMENTS AND USE OF COMMON AREAS

Each Owner shall have the right to use and enjoy the common areas in common with all other Owners, for the purposes for which they are intended, and as may be required for access, ingress and egress, to and use and occupancy and enjoyment of the respective apartment units by their respective Owners, without hindering or encroaching upon the lawful rights of other Owners. Such right to use the common areas shall extend to the Owner of each apartment, the members of his immediate family, and the guests and visitors of each unit owner and/or authorized occupant thereof. The right to use the common areas shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws hereinafter mentioned, and the rules, regulations and resolutions lawfully made or adopted by the Association of Owners (hereinafter called "Association") or the Council of Owners (hereinafter called Council). Each Owner shall be deemed



to have an easement in the interest of all other Owners in the common areas for the installation, maintenance, and repair of all individually owned fixtures, appliances and equipment, including, but not limited to, any individually owned air-conditioning units and systems, which are affixed to or supported by or located in any space or structure constituting part of the common areas. Each Owner shall be further deemed to have an easement in common with all other Owners, in, upon, across, over, through, and with respect to the common areas to the extent of such right to use the common areas.

B. Easements. A valid easement shall exist in each apartment unit and in each portion of the common areas for the benefit of each Owner and each utility company serving this project, for the installation, maintenance, repair, replacement or removal of any and all service and/or utility lines, pipes, wires, conduits, facilities and equipment, and the ownership of the apartment units shall be subject to such easements.

C. Maintenance and Repairs. Each Owner shall furnish and be responsible for, at his own cost and expense, all of the decorating and all of the maintenance, repairs and replacements within his own apartment except as to the common areas located thereon. Specifically, but without limitation, each Owner shall repair and/or replace his own individual air conditioning unit, heating unit, cooking range, oven, refrigerator, kitchen appliances, individual lighting and electrical fixtures, all glass in any window, sliding door, or forming part of any wall or door in any apartment, the interior floor finish (including carpeting and other floor covering), the finished walls and ceiling, and all other elements and contents of his family unit which are not part of the common area. Maintenance, repair, and replacement

of the common areas shall be furnished by the Association or Council as part of the common expense.

D. Reciprocal Easements. To the extent that any equipment, facilities or fixtures within any apartment shall be connected to similar equipment, facilities or fixtures serving or affecting other apartments or the common areas, then reciprocal easements for the maintenance of same shall exist, and the use thereof shall be subject to such rules or regulations as the Association or Council may adopt in respect thereto. All workmen and other persons authorized by the Association or Council or the temporary or other managing agent, shall be entitled to reasonable access and entry to the individual apartments as may be required in connection with the maintenance, repair or replacement of or to the common areas or any equipment, facility or fixture affecting or serving other units or the common areas.

#### ARTICLE SIX - RESTRICTIONS

In addition to and without limitation upon the other provisions herein contained, Developer, his heirs, grantees, and assigns, by this Declaration, and all Owners of the apartment units, by their acceptance of their respective Deeds, and all possessors or users of the apartment units and their respective heirs, administrators, executors, successors, devisees and assigns, upon acceptance of their respective ownership, possession or use of an apartment unit, covenant and agree for the benefit of themselves and other Owners, possessors or users of interests in said project, (all of which covenants shall be deemed as covenants and restrictions running with the lands) as follows:

A. Division of Common Areas. That the common areas and facilities shall remain undivided; that no Owner shall partition, either voluntarily or judicially, said common areas and facilities; that the elements constituting an apartment unit (this is the individual apartment space, its ground floor garage and storage area and the undivided interest in the common elements appurtenant thereto) shall be held and owned together and such elements shall not be separated, separately sold, conveyed or otherwise disposed of or encumbered; it being agreed that this restriction is necessary to preserve the rights of the Owners with respect to the operation and management of the Condominium.

B. Use of Apartment Unit. All apartments shall be utilized for one-family residential purposes only. For the purpose of this paragraph, "one-family" shall be defined to mean a husband and/or wife plus their children, or if an occupant-owner is unmarried shall mean the owner (or his tenant) and no more than two unmarried adult tenants, or roommates. Any owner who is not an occupant may rent his apartment only for use consistent with the provision herein. Provided, however, that Developer may use any apartment unit or units it may own as a "model apartment" for display to the public and/or as a sales office during the period of time it owns any apartment unit or units which are for sale, and it may affix an appropriate sign or signs on the door or hallway outside such unit or on the project property to advertise the same, and during such period existing signs on the project may be maintained.

C. Encroachments. Although Developer has endeavored to construct the project in strict accordance with the description as set forth on the plat annexed hereto, it is expressly agreed that the square footage, size and dimensions of each family unit as set out and shown in this Declaration or in the

plats annexed hereto, are approximate and are shown for description purposes only, and that Developer does not warrant, represent or guarantee that any apartment contains the precise area, square footage or dimensions shown by the plat thereof. Each Owner hereby expressly waives any claim or demand which he may have against Developer, or anyone, on account of any difference, shortage or discrepancy between the apartment and project as actually and physically existing and as it is shown on the respective plats thereof annexed hereto, unless such difference or discrepancy is the result of Developer's wanton conduct or gross negligence. That if any portion of the common areas and facilities encroaches upon the apartment units, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall and does exist. In the event the project structure is partially or totally destroyed, and then rebuilt, that encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easements for said encroachment and the maintenance thereof shall and do exist.

D. Membership in Association of Owners. That each Owner shall automatically be a member of the Association of Owners and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease.

E. Administration of Condominium. That the administration of the Condominium shall be in accordance with the By-Laws of the Association, set forth as Exhibit "E", attached hereto and to which reference is made for all purposes. Until such time as Developer sells and conveys seventeen (17) apartments, the Developer, as Temporary Administrator shall exclusively act as and represent, and shall have all the authority, powers, functions and duties of the Association and the Council. The Developer shall

render this service without compensation to him for such services. At such time as Developer has sold and conveyed seventeen (17) apartments, the Developer shall give written notice of such to the owner of each apartment. Such notice shall also specify the date, time and place for a meeting of the apartment owners for the purpose of organizing the Association and electing the first Council.

F. Provisions of Ownership. That each Owner, tenant or occupant of an apartment shall own or occupy said apartment subject to, and shall comply with, all of the provisions of this Declaration and the By-Laws (which also are hereby agreed and declared to be covenants and restrictions running with the land), decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decision or resolution shall be grounds for an action to recover sums due, for damages and/or for injunctive relief, or such other remedies or relief as may be set forth in this Declaration, the By-Laws of the Association, or otherwise. All expenses of the Association or Council, or authorized representative, in connection with the curing of any such default or any such action shall be part of the common expenses and collectible as other common expenses.

G. Insurance. The Association shall obtain and continue in effect master or blanket property (including, without limitation, fire and other hazards) and liability insurance to insure the project and the owners thereof against risks of whatever character, without prejudice to the right of each Owner to insure, in addition thereto his own apartment on his own account and for his own benefit. The blanket insurance shall be written in the name of the Association, for itself and as Trustee for each owner and each owner's mortgagee. Each Owner and his mortga-

gee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in this Declaration. In the event of loss the Association is irrevocably designated as trustee of each of the Owners for purposes of adjusting losses with the carrier on the master policy, and shall have full control of the proceeds for purposes of reconstruction.

The Association shall be required to make every effort to secure insurance policies providing:

- a. Waiver of subrogation by insurer as to any claims against the Association, Manager, and Owners, their respective families, servants, agents and guests;
- b. That the master policy not be cancellable, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents and guests;
- c. That the master policy not be cancellable, invalidated or suspended on account of the conduct of the Association or Manager without prior demand that the Association or Manager cure the defect; and
- d. That the 'no other insurance' clause in the master policy excludes from consideration those policies of additional insurance obtained by any owner.

The insurance cost and premiums for any such blanket or master insurance coverage shall be a common expense to be paid by monthly assessments as determined by the Association, and all such payments collected for insurance shall be used or escrowed solely for the payment of such insurance cost or premiums as the same become due.

In the event a unit owner may carry property or liability insurance individually upon his interest in the project, which,

in case of loss, results in proration of insurance proceeds between the master policy carried by the Association and the Owner's insurer, the proceeds available under the Owner's policy shall be payable to the Association, who is irrevocably designated as trustee of each insuring Owner for the purpose of reconstruction. Any over-plus remaining upon completion of reconstruction directly affecting any such Owner shall thereupon be paid by Association to Owner.

Each Owner acquiring additional separate insurance coverage will furnish Association with a copy of each such policy within ten days following acquisition. Insofar as may be permitted by law, each such policy acquired by Owner shall contain waivers of subrogation and of any defense based on co-insurance and shall further provide that any such policy shall not be cancellable, invalidated or suspended on account of the conduct of one or more of the Owner, or his respective family, servants, agents and guests.

H. Amendments to Declaration. That this Declaration shall not be revoked or any other provision herein amended unless all of the owners and all of the mortgagees covering the apartments are unanimously agreed as to such revocation or amendment by duly recorded instruments; except, however, as to the right of Developer to make changes as set forth in ARTICLE THREE, Paragraph A and B, set forth above, which changes Developer shall have the right to make without joinder, approval or agreement of any Owner or mortgagee of a family unit.

I. Payment of Assessments by Owners. That each Owner will pay, within ten (10) days from date each such assessment is delivered, the monthly assessments imposed by the Association to meet all project communal expenses, including by way of description and not limitation, costs of maintenance, upkeep, utilities,

liability insurance, and insurance to cover repair and reconstruction work in case of fire, hurricane, earthquake or other hazards. That said assessment may also include a premium for such other insurance policies (such as Workmen's Compensation), as the Council may deem expedient. The assessment shall be made pro-rata according to the fraction or percentage interest of the unit owned as stipulated hereinabove and shown in Exhibit "D" attached hereto. Such assessment shall include monthly payments to an adequate general operating reserve and reserve fund for insurance premiums and for replacement of common facilities and equipment, including, without limitation, periodic redecoration of common areas. Unpaid assessments will bear interest at the rate of ten (10%) per cent per annum, beginning thirty (30) days after the assessment is delivered, and continuing until paid. This provision shall also be applicable to all owners and to the Developer during that period of time between Developer's selling one apartment and thirteen apartments during which time Developer shall be authorized to act in behalf of the Association pursuant to Article VI, Paragraph E, above. Thereafter, Developer shall be considered an "Owner" until he has sold all apartments.

J. Waiver of Use of Common Areas. That no Owner of a family unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

K. Security for Unpaid Assessment.

(1) There is a present and continuing lien on each apartment to secure payment of the amount of any present or future assessments, whether regular or special, charged to such apartment pursuant to the terms hereof, which lien and the right



to foreclosure the same shall be in addition to and not in substitution for all of the rights and remedies which the Owners and the Council may have to enforce the provisions hereof. The title of each Owner of an apartment is acquired subject to and burdened with such lien, which lien shall be prior to the acquisition of any homestead rights by Owner of an apartment and all other liens, except such lien shall be subject and subordinate to and shall not affect the rights of the holder of:

- (a) any recorded first mortgage or first deed of trust upon such apartment made in good faith and for value, and
- (b) all liens for taxes or special assessments levied by the City of Dallas, the County of Dallas and/or the State of Texas or any political subdivision or special district thereof.

In the event any lien imposed under the provisions of this paragraph is destroyed by reason of the foreclosure of any superior mortgage or deed of trust on the apartment subject to such, nevertheless, there shall be a corresponding lien on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, charged to such apartment after the date of such foreclosure sale, which lien shall have the same effect and be enforced in the same manner as provided herein; provided, however, the purchaser acquiring title to such apartment at such foreclosure sale, and his successors and assigns, shall not be liable for the share of unpaid common expenses or assessments chargeable to such apartment prior to such foreclosure sale, and such unpaid share of the common expenses or assessments shall be deemed to be a common expense collectible from all of the owners, including such pur-

chaser or acquirer, his successors and assigns. Upon request by any owner, the Council will furnish, for the benefit of any prospective purchaser or present or prospective encumbrancer of such apartment, a statement showing all amounts then due which are secured by such lien.

(2) In the event of default by any owner in the payment of any assessment secured hereby, the Council shall execute a written notice of such default and of their election to cause to be sold the family unit belonging to such defaulting owner to satisfy the obligations secured hereby.

(3) The Council or its representative acting on behalf of the Owners shall have the right after ten days following the actual delivering of notice to the apartment of such defaulting owner, to foreclosure of such liens, either by judicial foreclosure or by power of sale hereinafter contained.

(4) If such default shall occur, and not cured following the expiration of said ten days, at the request of the Council, the Chairman of the Council, or such successor or successors appointed herein, is hereby authorized and empowered by each Owner to sell the respective apartment at public auction to the highest bidder for cash at the Court House Door of Dallas County, Texas, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday in any month after having given notice of the place, time and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, or as may be otherwise required by law, and after said sale as aforesaid shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall

receive the proceeds of said sale and out of the same shall pay:

(a) All charges, costs and expenses of executing such sale, including reasonable attorney's fees;

(b) All sums and assessments due hereunder with interest at the rate of ten (10%) per cent from the time of default until sale; and

(c) Shall render the overplus, if any, to any said respective owner, or legal representatives or assigns.

(5) It is further agreed that in the event of a foreclosure under the powers granted hereby, the Owner in possession of said apartment or anyone claiming under him and in possession as tenant or otherwise, shall thereupon become a tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and obtain and procure a writ of possession thereunder.

(6) It is further agreed that in case of the death, resignation, removal or absence of the said Chairman from the County of Dallas, Texas, or his refusal or failure or inability to act, or when in the sole discretion of said Council it is deemed desirable to appoint a substitute, said Council shall be and is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights and powers granted to the Chairman.

(7) It is further agreed that in the event of such default, that the Chairman, or his successor, may delegate the ministerial duty of posting of notices as aforesaid by his duly authorized agent and attorney in fact, appointed by instrument in writing.

(8) It is further specially agreed that in the case of any sale hereunder, all prerequisites to said sale be presumed to have been performed and that in any conveyance given hereunder all statements of facts or other recitals therein made as to the non-performance of any of the covenants herein set forth or as to the request of the Chairman to enforce this power of sale or as to the proper and due appointment of any substitute hereunder, or as to the advertisement of sale, or time or place or manner of sale, or as to any preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(9) It is further specially agreed that the Council or any person authorized by it, or any Owner, as well as the defaulting Owner, shall have the right to become the purchaser of any said property sold upon a judicial foreclosure and sale, or sold upon the sale thereof under the terms and provisions herein contained. In the event the Council so acquires the apartment of a defaulting Owner, title will be taken in the name of a nominee, as trustee for the Council, and the Council will have the right to hold, lease mortgage, sell and convey the same on behalf of the unit Owners.

(10) In any such foreclosure sale of the defaulting apartment, Owner shall be required to pay a reasonable rental, and Council shall be entitled to the appointment of a receiver to collect the same.

(11) In the event of such uncured default as is set forth in this Paragraph K, in addition to all other remedies hereunder, or otherwise existing, Association shall have the right to disconnect, or cause the disconnection of all utility services to such apartment, for so long as such default continues.

L. Remedies for Default. In the event of any default by any Owner under the provisions of the Act, Declaration, By-Laws or rules or regulations lawfully adopted for this project, the Association and/or Council or their authorized representative, shall have each and all of the rights and remedies which may be provided by the Act, this Declaration or the By-Laws or which may be available at law or in equity, and may prosecute any action against such defaulting Owner and/or others, for enforcement of any lien or to enforce compliance with the particular matter in respect to which default was made, by injunctive relief or otherwise, and/or for the collection of any sums or debts or damages in default or arising out of such default. The right of the Association or Council hereunder shall be cumulative with, and in addition to, all other rights and remedies otherwise existing. All expenses of the Council or Association or its authorized representative in connection with any such action shall be part of the common expenses and collectible as other common expenses.

M. Repairs to Apartment. That every Owner will perform promptly and with due diligence all maintenance and repair work within his own apartment which, if omitted, would affect the project in its entirety or in a part belonging to other Owners. Each Owner hereby acknowledges and expresses his responsibility for the damages and liabilities that may be caused by such failure.

N. Reimbursement for Damage by Owner. That each Owner shall promptly reimburse the Association for any expenditures incurred in repairing or replacing any common area or facility damaged through any Owner's fault or negligence.

O. Modifications to Apartment. An Owner shall not make or allow to be made structural modifications or alterations

within his apartment or installations located therein, without previously notifying in writing and obtaining approval of the Association through the Chairman of the Council. The Association shall have the obligation to answer within fourteen (14) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. In any event, in order to maintain a pleasing external appearance, owners will not change, alter, or modify wood decks, balconies or outside walls, or place, allow or cause to be placed thereon any partitions, awnings, structures, or fixtures of any kind. In this connection, Owners who desire to alter the size of their respective apartments, by purchase or sale of a portion of contiguous apartments, may constitute the changed apartment spaces an apartment unit in the project by filing of record an amended plat depicting the new apartment unit, each of the affected apartments, identifying them by floor and number, and otherwise meeting the requirements of law as to the description of such apartment. Said plat shall also contain a statement of the fractional or percentage interest that each such changed apartment bears to the entire project, which shall determine: the respective undivided interest of said apartment in the common areas and facilities and limited common areas and facilities, as herein defined and described; the respective interest of each of said apartments for voting purposes and proportionate share in the common expenses and for all other rights and purposes hereunder.

Each said plat shall dedicate the changed apartment, so represented, to the Condominium Regime herein created, shall be signed by the Owners of the affected apartments and the Chairman of the Association, and upon being placed of record shall be incorporated herein and become a part hereof as though originally

described in this Declaration. Notwithstanding, no change in the size of contiguous apartments shall be made, however, unless:

- (1) All assessments of the Association against each affected apartment are paid in full prior to said change;
- (2) Each Owner of an affected apartment secures prior written approval for such changes from the Association (which approval shall relate to compliance with the requirements of this Paragraph O (3) below, and which consent shall not be unreasonably withheld), and mortgages, if any, holding liens on each such apartments; and
- (3) Such changes will not affect the structural integrity, external walls, stairways and interior walls contiguous to common areas, etc. of the project.

P. Passageways. That Owners shall not place, allow or cause to be placed on any passageway or other project areas and facilities of a similar nature, both common and restricted, any furniture, pets, packages or objects of any kind, such areas to be used for no other purpose than for normal transit through them. (This does not prohibit furnishing and decorating common areas by the Developer or by the Council.) That nothing shall be done or kept in any apartment or the common areas which will increase the rate of insurance on any part of the project or which will result in the cancellation of insurance on the project or any part thereof, or which would be a violation of any governmental statute, ordinance, rule or regulation, and no waste shall be permitted in the common areas. That nothing shall be done or allowed to be done in the common areas which will impair the structural integrity or structurally alter any of the building or structures in the project.

Q. Right of Entry by Management Agent. That each Owner grants the right of entry to the management agent or to any other person authorized by the Council or the Association in case of any emergency originating in or threatening his unit, whether the Owner is present at the time or not.

R. Advertisements. That no Owner shall post or allow to be posted any advertisements or posters of any kind in or on the project except as authorized by the Association.

S. Noises and Nuisances. That each Owner shall exercise and cause to be exercised extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Nothing shall be done or kept in the apartment or in the common or restricted common areas which will constitute noxious or offensive activity. Any pets causing or creating a nuisance will be permanently removed from the project upon notification by the Council or Owners.

T. Cleaning Rugs and Disposing of Trash. That no Owner will hang or allow to be hung any garments, rugs, or any other object from the windows, balconies, or any other exterior portion of the project, or to dust rugs, et cetera, from the windows or to clean rugs, et cetera, by beating on the exterior part of the project, or throw garbage or trash outside the disposal installations provided for such purpose in the service areas.

U. Wires and Antennae. That no Owner shall install or allow to be installed any wiring for electrical or telephone installations, television antennae, air conditioning units, or machines on the exterior of the project or that protrude through the walls or roof of the project, except as authorized by the Association.



V. Mineral Development. That no drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be done or permitted on or in any apartment or common area.

W. Air Space. That no development shall be made or permitted of the air space above any apartment or common area.

X. Leasing and Rentals. That the respective apartments shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period of less than ninety days, or (b) any rental, if the occupant is provided customary hotel service such as room service for food and/or beverages, maid service, laundry, linen or bellboy service. Subject to the foregoing obligations, the Owners of the respective apartments shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration, and further subject to the By-Laws attached hereto, and made a part hereof.

Y. Substantial Damage or Destruction of Project. That in the event that the property subject to this Declaration is totally or substantially destroyed or damaged, the reconstruction, repair or disposition of the property shall be as provided by Article 1301a of the Revised Civil Statutes of the State of Texas or such other agreement as is approved by a 66 2/3% vote of the members of the Association.

Z. Liability of Owner Heirs or Grantee for Assessments. That in a voluntary conveyance, including herein passage of title by gift, devise or the law of descent and distribution, of an apartment the subsequent Owner or Owners, as the case may be, of the apartment shall be jointly and severally liable with the grantor, or former Owners, for all unpaid assessments by the Association against said grantor or former Owner for his share of the

common expenses up to the time of the grant or conveyance, gift or devise, without prejudice to the subsequent Owner's right to recover from the former Owners the amounts paid by the subsequent Owner therefor. In the event the Association becomes the Owner of an apartment unit or units, either through voluntary or involuntary sale, all assessments that would thereafter be made against any such apartment during ownership of the Association, will be deemed a common expense.

AA. Binding Effect. That all agreements and determinations lawfully made by the Association in accordance with the voting percentages hereinabove established in this Declaration shall be deemed binding upon all Owners of apartments, their successors and assigns.

BB. Owner Not to Act Against Association. That each Owner covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the Condominium.

CC. Right of First Refusal. Any Owner (herein referred to as "Selling Owner") who wishes to sell, rent, or lease his apartment unit shall, at least fifteen days prior to acceptance of any offer to purchase or lease, give both to the Developer (so long as Developer owns any interest in the project) and the Association of Owners written notice of the terms of such offer, including the name and address of the offeror and a financial statement of such offeror, which notice is sometimes referred to herein as Notice of Sale, Rent or Lease. Notice to Developer shall be given by mailing the Notice of Sale, Rent or Lease by registered or certified mail to:

Harry Crutcher, Jr.  
Christopher Place  
Dallas, Texas 75205

The Developer and Association shall at all times have the first right and option to purchase, rent or lease the apartment unit and, if, within fifteen days after the delivery of such Notice of Sale, Rent or Lease, the Developer or Association shall submit an equal offer to purchase, rent or lease, such delivery, by Developer or Association, shall constitute an exercise of such option, and the Selling Owner will accept the offer of Developer or Association, as the case may be, in preference to the original offer described in the Notice of Sale, Rent or Lease. In the event both Developer and Association submit offers, the option shall be deemed exercised by Developer rather than Association. If the Developer or Association do not submit an identical offer within said fifteen day period, the Selling, Renting or Leasing Owner may, at the expiration of said fifteen day period and at any time within sixty days after the expiration of said period, accept the offer described in the notice. The provisions of this paragraph shall not apply to (a) any sale held pursuant to the power of sale contained in a mortgage or deed of trust held by a bonafide lender or any sale held pursuant to a judicial foreclosure; (b) sales or leases of any part of said project by Developer or Association.

DD. Parking. Included in the common areas are spaces designed for the parking of automobiles of owners' guests. These areas shall be under the exclusive jurisdiction of the Council of Owners and said Council shall have complete discretion in the assignment of the location of such space or spaces.

EE. Rule Against Perpetuities. In the event that any provision of this Declaration or the By-Laws hereto attached, now existing or as hereafter amended, would violate the rule against

perpetuities, such provision shall be deemed to remain in effect only until, and shall terminate, twenty-one years after the death of the last-to-die of the children of HARRY CRUTCHER, III and JAMES R. SCOTT, both of Dallas, Texas, living at the date of this declaration.

FF. Applicable Law. That all the Provisions of Article 1301a of Texas Revised Civil Statutes known as the "Condominium Act" are hereby expressly incorporated herein by reference and shall be cumulative and in addition to the provisions of this Declaration; provided, however, that in the event of conflict between the permissive provisions of the said Act and this Declaration, the provisions of this Declaration shall control.

GG. Notices. All notices, communications, and remittances to the Council or the Association of Owners shall be sent to it at its mailing address which may be established from time to time and of which the Owners in this project shall be notified.

HH. Headings. The Headings used throughout this Declaration have been inserted for administrative convenience only and do not constitute matter to be construed in interpreting this Declaration.

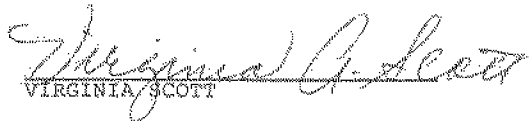
II. Miscellaneous. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. The provisions hereof shall be deemed to be independent and severable, and the invalidity or unenforceability of any one provision shall not affect the validity and enforceability of any other provision hereof.

EXECUTED this \_\_\_\_\_ day of July, A.D. 1972.

  
HARRY CRUTCHER, JR.

  
HARRY CRUTCHER, III

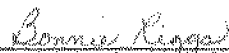
  
JAMES R. SCOTT

  
VIRGINIA G. SCOTT

THE STATE OF TEXAS   X  
COUNTY OF DALLAS   X

BEFORE ME, the undersigned authority, on this day  
personally appeared HARRY CRUTCHER, JR. 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 the  
purposes and consideration therein expressed.

Given under my hand and seal of office, this 28  
day of March, 1972. 1973. 1972

  
NOTARY PUBLIC in and for Dallas  
County, Texas

1973

THE STATE OF TEXAS X  
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day  
personally appeared HARRY CRUTCHER, III 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 the  
purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th  
day of March, 1972, 1973 in

Donna Riggs  
NOTARY PUBLIC in and for Dallas  
County, Texas

EXPIRE DATE, Notary Public  
Is set for Dallas County, Texas  
My Comm. Expires June 1, 1975

THE STATE OF TEXAS X  
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day  
personally appeared JAMES R. SCOTT 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 the  
purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th  
day of March, 1972, 1973 in

Donna Riggs  
NOTARY PUBLIC in and for Dallas  
County, Texas

EXPIRE DATE, Notary Public  
Is set for Dallas County, Texas  
My Comm. Expires June 1, 1975

THE STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared VIRGINIA SCOTT known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9 day of March, 1972.

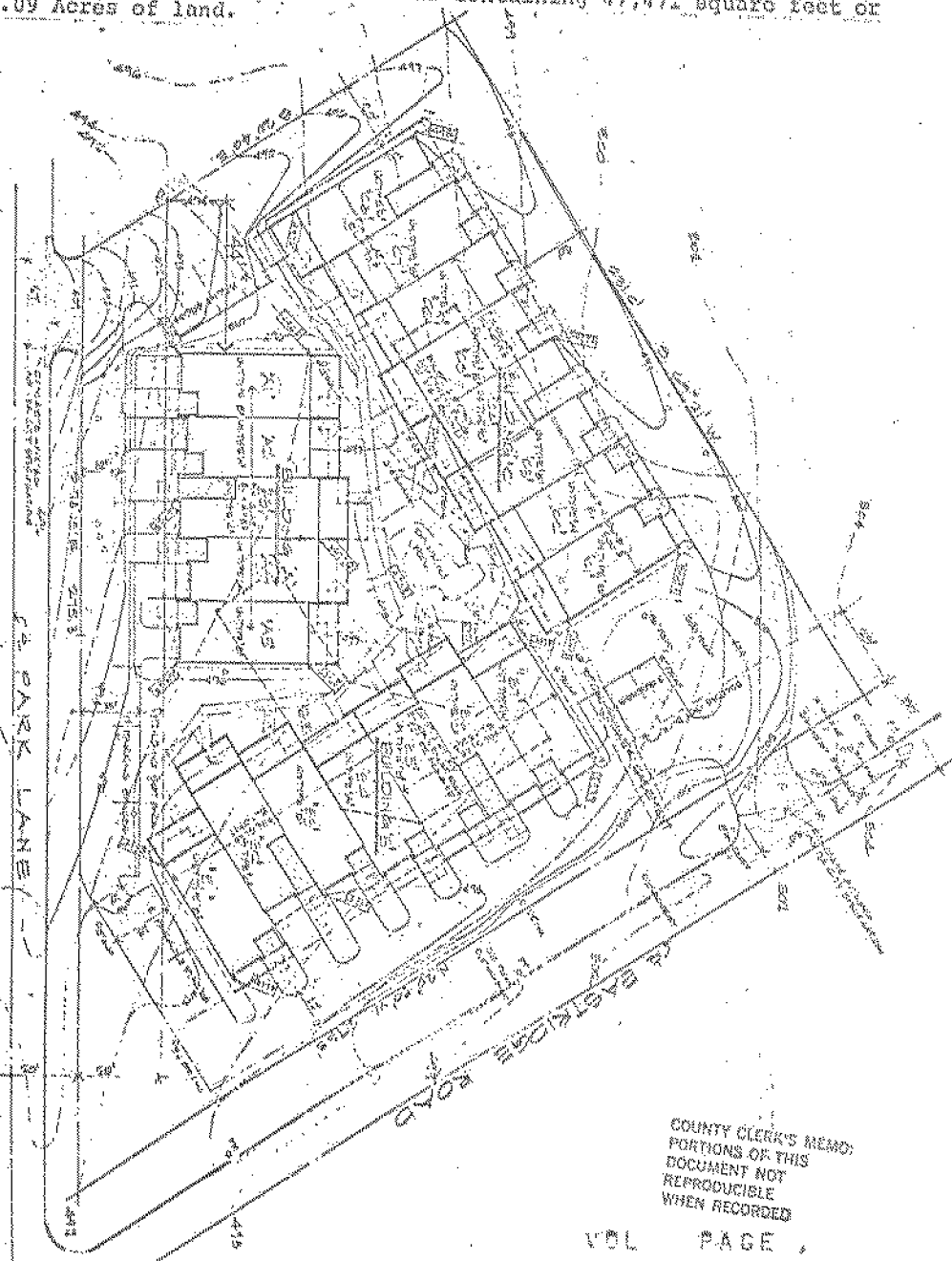
*Elizabeth Calvert*  
NOTARY PUBLIC in and for Dallas  
County, Texas  
Elizabeth Calvert, Notary Public,  
in and for Dallas County, Texas  
My commission expires June 1, 1973.

# PROPERTY DESCRIPTION

BEING all of lot 1, City Block 6/5217, out of North Slopes Addition, an addition to the City of Dallas, Texas, Recorded in Volume 15 Page 249 Map Records Dallas County Texas and being more particularly described as follows:

BEGINNING at the intersection of the South line of Park Lane and the East line of Eastridge Road;  
 THENCE South  $78^{\circ} 15'$  East, along said South line of Park Lane, 275.3' to a point in the West line of the H. & T. C.R.R.R.O.W. (140 feet wide);  
 THENCE South  $20^{\circ} 40'$ , along said H. & T. C.R.R. West R.O.W. line, 131 feet;  
 THENCE South  $69^{\circ} 21'$  West, 231.6 feet to a point in the East line of Eastridge Road;  
 THENCE North  $20^{\circ} 50'$  West, along said East line of Eastridge Road, 278.5 feet to the PLACE OF BEGINNING AND containing 47,471 square feet or 1.09 Acres of land.

SITE PLAN



COUNTY CLERK'S MEMO:  
 PORTIONS OF THIS  
 DOCUMENT NOT  
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 WHEN RECORDED

VOL PAGE ,  
 73055 2293

TANBARK ROW  
 CONDOMINIUMS

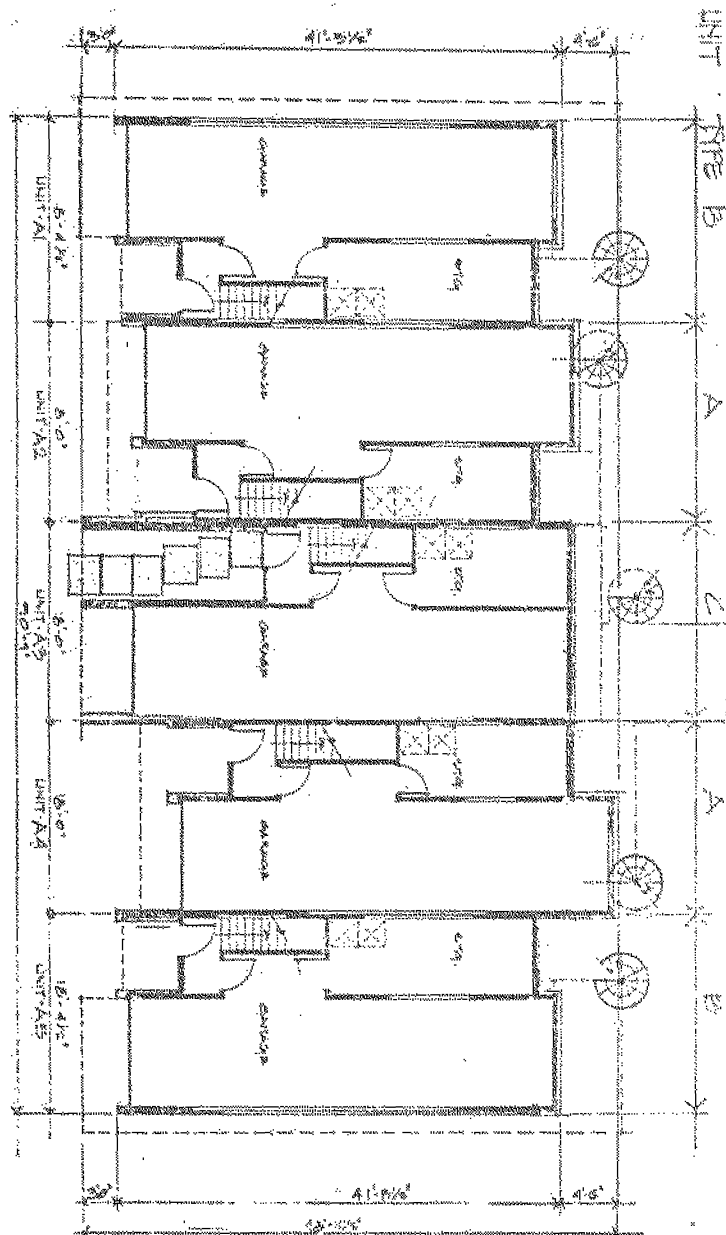
SITE PLAN

EXHIBIT 'A'

PAGE 1 OF 12



BUILDING A - 1ST FLOOR PLAN



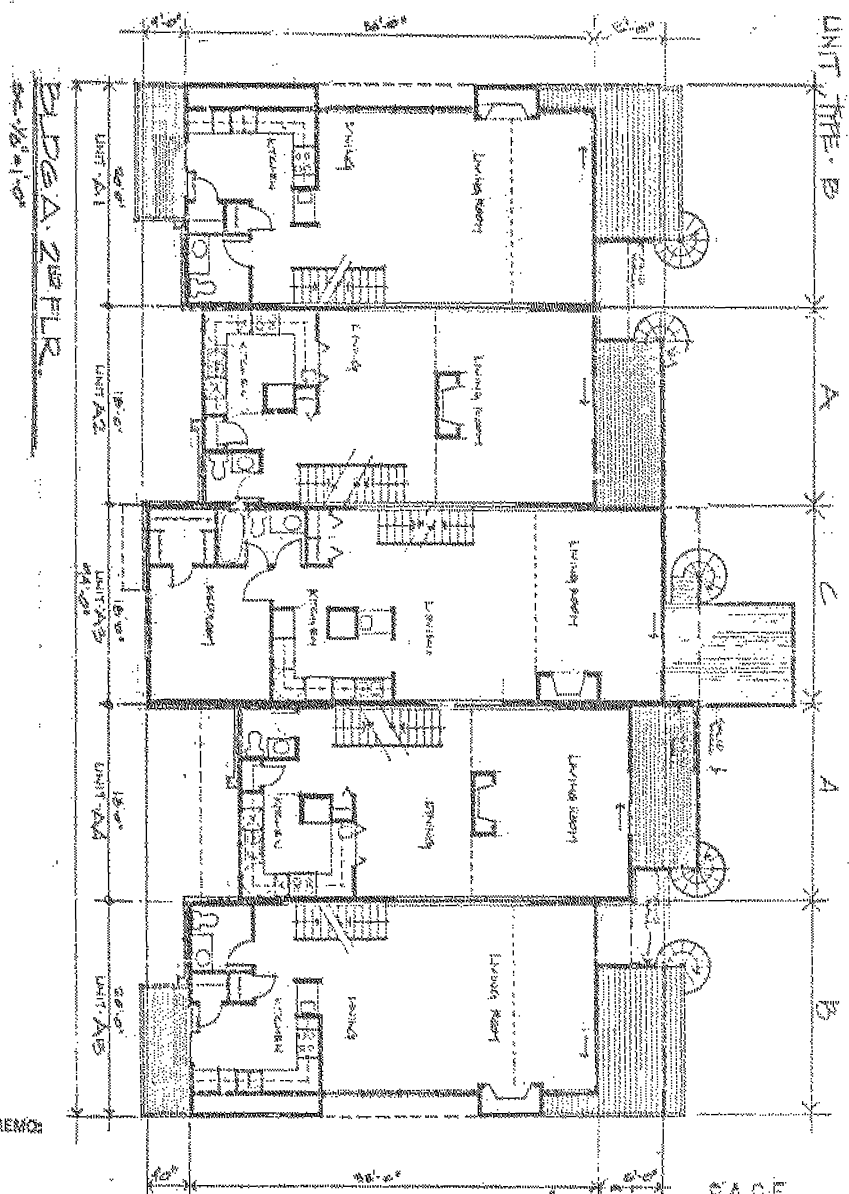
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TANBARK ROW  
CONDOMINIUMS  
DEVELOPER

BUILDING A  
1ST FLOOR PLAN

EXHIBIT 'B'  
PAGE 2 OF 12



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TANBARK ROW  
 CONDOMINIUMS  
 DALLAS, TEXAS

BUILDING "A"  
 2<sup>ND</sup> FLR. PLAN

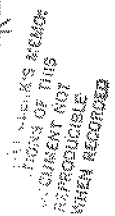
EXHIBIT "B"  
 PAGE 8 OF 12

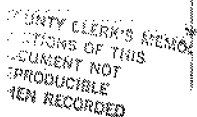
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TANBARK ROW  
CONDOMINIUMS  
Fall 1981 - 1982

BUILDING W  
3rd FLR. PLAN

11/10/71





0-247-20 PLR PAN

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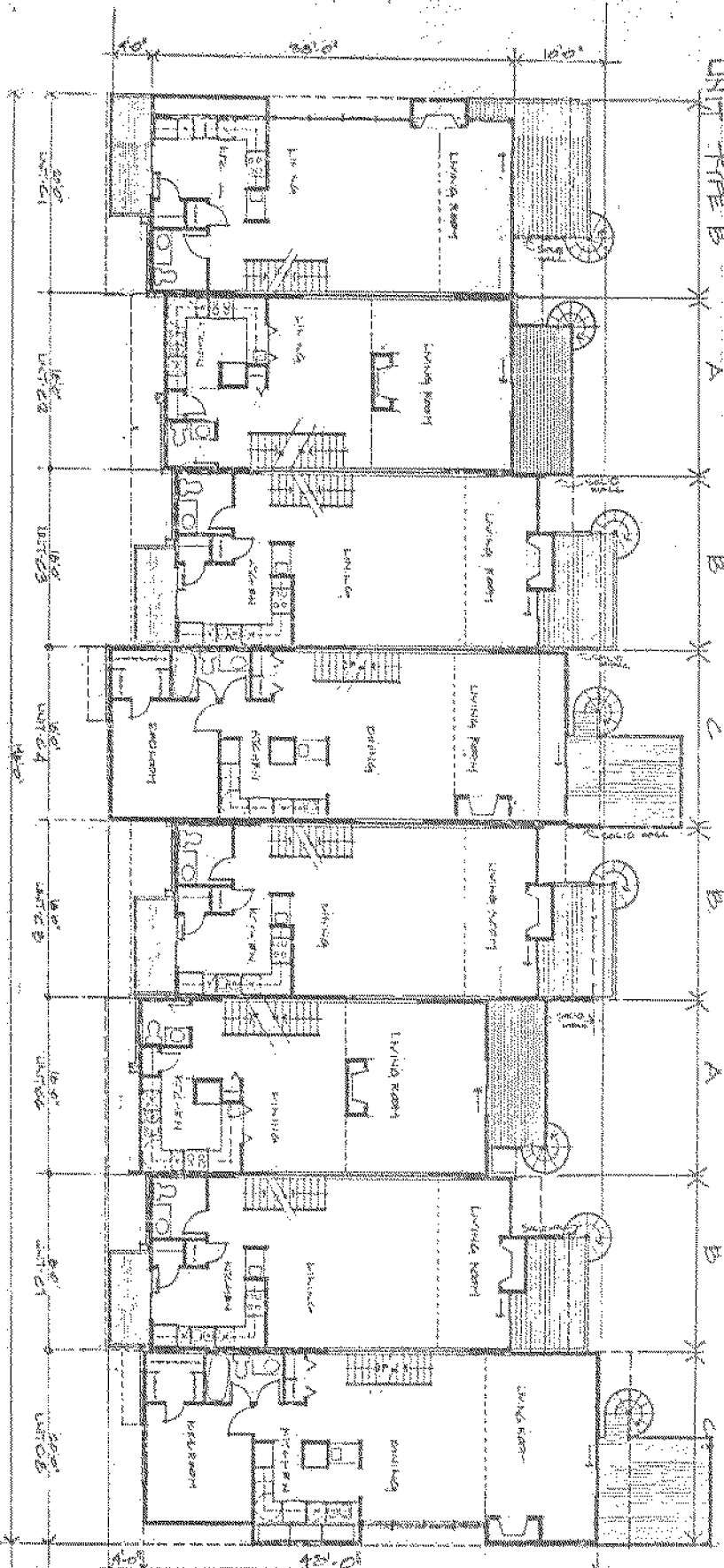
TANBARK ROW  
CONDOMINIUMS  
DANFORTH TOWN

BUILDING 1B  
3<sup>rd</sup> FLOOR PLAN

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EXHIBIT 15  
Page 7 of 12



B-06 C - 2ND FLR  
06-18-01-10

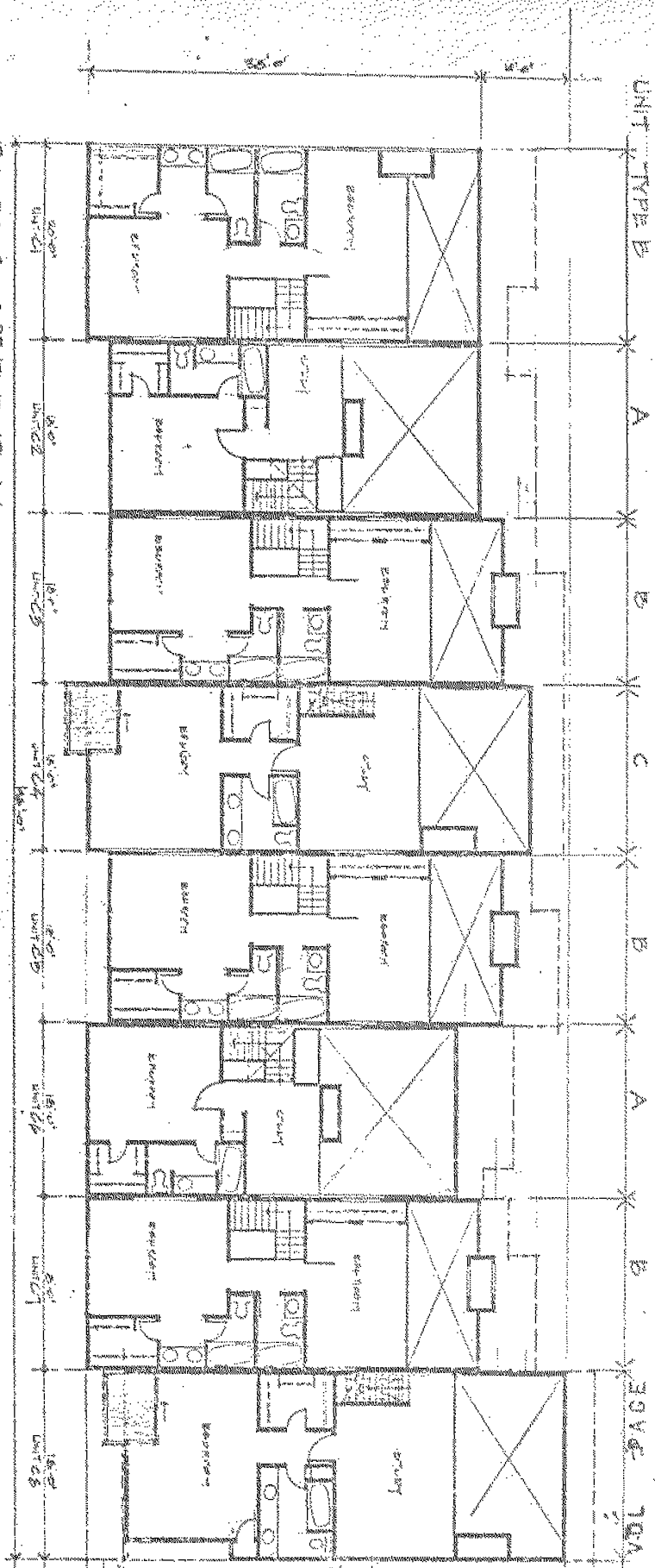


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BLDG C - 3RD FLR. PLAN  
26010



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VOL PAGE 101  
73055 2302

TANBARK ROW  
CONDOMINIUMS

BUILDING "C"  
3RD FLR. PLAN

EXHIBIT "B"  
PAGE 12 OF 12

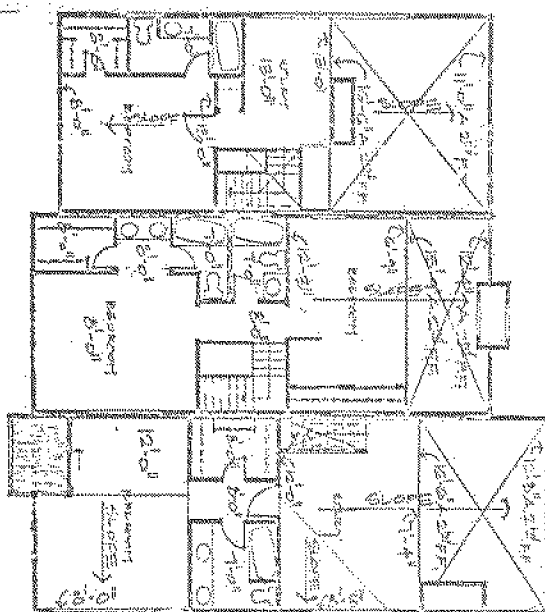
# FIRST FLOOR CLG. HEIGHTS

ALL EXISTING SPACES & ENTRIES TO BE 8'-0" WITH CEILINGS AT PULSED DOWN AREAS FOR AIR-CONDITIONING TO BE 7'-0".

# SECOND FLOOR CLG. HEIGHTS

ALL CEILINGS WITH THE EXCEPTION OF THE LIVING ROOMS SHALL BE 8'-0" WITH THE CEILING AT PULSED DOWN AREAS FOR AIR-CONDITIONING TO BE 7'-0". FOR CEILING HEIGHTS IN LIVING ROOMS REFER TO THIRD FLOOR CEILING HEIGHTS

NOTES - Areas of pulsed down



# THIRD FLOOR CEILING HEIGHTS

PAGE 101

73055 2003

FOR CLERK'S MEMO  
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BE CIRCULAR  
RECORDED

TANBARK ROW  
CONDOMINIUMS

CEILING HEIGHTS

EXHIBIT "C"

PAGE 11 OF 12

TYPE	DESCRIPTION			
A	1 BR., STUDY, 1 1/2 BATHS			
B	2 BR., 2 1/2 BATHS			
C	2 BR., 2 BATHS			

APT. NO.	BLDG NO.	UNIT TYPE	SIZE	% OF TOTAL PROJECT
A1	A	B	2068 SF	5.0250
A2	A	A	1768	4.4652
A3	A	C	2133	5.5570
A4	A	A	1768	4.4652
A5	A	B	2068	5.0250
B1	B	B	2068	5.0250
B2	B	C	2133	5.5570
B3	B	B	1978	4.9956
B4	B	A	1768	4.4652
B5	B	B	1978	4.9956
B6	B	C	2133	5.5570
B7	B	A	1808	4.5869
C1	C	B	2068	5.0250
C2	C	A	1768	4.4652
C3	C	B	1978	4.9956
C4	C	C	2133	5.5570
C5	C	B	1978	4.9956
C6	C	A	1768	4.4652
C7	C	B	1978	4.9956
C8	C	C	2133	5.5570
TOTAL			39,574 SF	100.0000

CUBIC FEET PER UNIT	
UNIT NO.	CUBIC FEET
A1A2,A3,A5,A6	19,568 C.F.
A4	22,070 C.F.
B4,B5,B7,B8,B9	19,273 C.F.
B1,B2,B3,B6	20,025 C.F.
C1,C2,C3,C4	22,787 C.F.
C5	23,040 C.F.

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EXHIBIT 12  
CUBIC FEET  
PER UNIT

LEGEND

EXHIBIT 12

APR 12 1972

VOL PAGE

73055 2304

EXHIBIT "E"

BY-LAWS OF ASSOCIATION OF OWNERS

OF

TANBARK ROW

PREAMBLE

HARRY CRUTCHER, JR., HARRY CRUTCHER, III, JAMES R. SCOTT and VIRGINIA SCOTT, the "Developer", named in the attached and foregoing Declaration of Condominium Regime and hereinafter called "Developer", being the sole owner of the project property submitted to the provisions of the Condominium Act of the State of Texas (hereinafter called the "Act") for establishment of a condominium apartment project or regime, to be known as "TANBARK ROW", as more particularly defined, described and provided for in said attached Declaration of Condominium Regime (hereinafter called the "Declaration"), does hereby adopt the following By-Laws which shall govern administration of such condominium regime as provided for in compliance with said act.

All present or future owners, tenants, future tenants or their employees, or any other person who might use the facilities of this Condominium Project, in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the family units of the project or the mere act of occupancy of any of said apartment will signify and constitute a ratification and acceptance of these By-Laws by any such owner or person.

ARTICLE ONE - NAME

This condominium apartment project and the condominium regime established under the foregoing and attached Declaration, shall be known as the "TANBARK ROW".

ARTICLE TWO - VOTING MAJORITY OF OWNERS, QUORUM, PROXIES

1. Voting. Voting shall be on a percentage basis, and the percentage vote to which each Owner is entitled is the percentage assigned to the apartment unit as set forth in the Declaration of Condominium Regime of TANBARK ROW (hereinafter called the Declaration) as recorded in the records of the County Clerk of \_\_\_\_\_ County, Texas. (The total percentage of all apartment units as a whole shall equal 100%.) There shall be one Voting Owner for each apartment ownership. The Voting Owner shall be designated by (a) the record Owner with the power of management over such property as may be determined according to the community and separate property laws of the State of Texas for each apartment, or (b) by written instrument signed by each Owner of an interest in an apartment unit, or their legal representatives; and such designation shall be by written notice to the Secretary of the Association (or, prior to the first annual meeting of the Owners, to the Developer). Said designation of a person as a Voting Owner shall be revocable at any time by actual notice to the council (or, if prior to first annual meeting of the Owners, to the Developer). In the event of legal disability, incompetence or death of an apartment unit Owner, the power herein conferred to designate the Voting Owner of an apartment unit, and to revoke said designation, may be exercised by the apartment unit Owner's successors or representatives in whom

the power or management of such Owner's property may legally reside. In any such event, if no Voting Owner of an apartment unit has been designated or said designation has been revoked as herein provided, no vote may be cast in behalf of such apartment unit ownership until a Voting Owner has been designated as provided for herein. Developer or any Owner owning more than one apartment unit shall be entitled to cast such proportionate vote for each apartment unit owned.

2. Majority of Owners. As used in these By-Laws, the term "majority of Owners" shall mean those Owners holding in excess of fifty percent of the votes in accordance with the percentages hereinabove assigned.

3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Owners whose interests collectively exceed fifty percent (50%) shall constitute a quorum;

4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

#### ARTICLE THREE - ADMINISTRATION

1. Association Responsibilities: The Owners of the apartment units shall constitute the Association of Owners (herein referred to as "Association"), who shall have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments referred to herein. Except as otherwise provided, decisions and resolutions of the Association shall require approval of the Owners whose collective voting interests exceed fifty percent (50%).

2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such

other suitable place convenient to the Owners, as may be designated by the Council of Owners (herein sometimes called "Council").

3. Annual Meetings. The first annual meeting of the Association shall be held as designated in Article Six 'E' of the DECLARATION. Thereafter, the annual meetings of the Association shall be held on the first day in July. At such meetings there shall be elected by ballot of the Owners a Council of Owners in accordance with the requirements of paragraph "3. Election and Term of Office" of Article Four of these By-Laws. The Owners shall also transact such other business of the Association as may properly come before them. The newly elected Council shall appoint one of its members as chairman to serve as such as long as such Chairman is a member of the Council.

4. Special Meetings. It shall be the duty of the Chairman to call a special meeting of the Owners as directed by Resolution of the Council or upon a petition signed by Owners whose voting interests collectively exceed fifty percent (50%) and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of Owners whose collective voting interests equal or exceed seventy-five percent (75%), such consent may be given either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each Annual or Special Meeting stating the purpose thereof as well as the time

and place where it is to be held, to each Owner of record, at his respective apartment or such other address as the Owner of record shall specify to the Secretary at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

6. Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and may continue to so adjourn such meeting until a quorum is obtained.

7. Order of Business. The order of the business at the annual meetings of the Owners of units shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of Officers.
- (e) Report of Committees.
- (f) Election of inspectors of election.
- (g) Election of Council Members.
- (h) Unfinished business.
- (i) New business.

#### ARTICLE FOUR - COUNCIL OF OWNERS

1. Number of Qualifications. Affairs of the Association shall be governed by a Council of Owners composed of three (3) persons, all of whom must be Owners of apartments in the project, to serve without compensation.



2. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things that are not by law or these By-Laws directed to be done and exercised by the owners, and including, without limitation on the foregoing by reason of specification, the following:

- (1) The care, upkeep and surveillance of the project and common areas and facilities; the collection of monthly assessments from the Owners; the designation and dismissal of personnel necessary for maintenance and operation of the project, the common areas and facilities.
- (2) To obtain and pay for out of the maintenance fund for the benefit of all apartment unit ownerships and all apartment unit Owners:
  - (a) Water service for the common areas and all apartments and gardening service for the common areas;
  - (b) Gas or electricity for the common areas;
  - (c) Maintenance of the machinery and equipment appurtenant thereto in good condition and repair and in a safe, healthy, efficient and neat appearing condition;
  - (d) Policies of insurance payable as provided hereinafter for fires, hazard and extended coverage for each apartment unit and the common areas in an amount equal to the full insurable value of each apartment

unit and the full insurable value of the common areas. Such insurance coverage as is called for under the provisions of the By-Laws or Declaration shall be provided for by master or blanket insurance policies in insurance companies approved by the council.

- (e) Insurance to protect against any liability of any owner and of the group of owners to the public or to any other owner, incident to the ownership and use of the common areas, the liability under such insurance to be not less than \$100,000 for any one person injured, \$300,000 for any one accident, and \$100,000 for property damage. Such limits shall be reviewed at intervals not exceeding three (3) years and adjusted if necessary to provide such coverage and protection as is customarily carried by prudent apartment house owners and operators in the City of Dallas, Texas;
- (f) If required by the laws of the State of Texas or any other governmental body or authority having jurisdiction over the property, Workmen's Compensation Insurance with limits as required by law;
- (g) Legal accounting and management service required for the maintenance and operation of the common areas and restricted common areas;
- (h) A fidelity bond naming the council as principal, and the owners as obligees in an amount.

equal to (i) for the first year twice the estimated total receipts of the maintenance fund; (ii) for all subsequent years twice the total receipts of the maintenance fund for the preceding year;

- (i) All taxes and assessments that may be levied or assessed against the common areas or any part thereof.
- (j) Painting, maintenance and repair of the common areas and (not including the interior surfaces of the walls, floors, ceilings and doors of any family unit or the windows thereof, all of which will be repaired by the Owner of the family unit);
- (k) Taxes levied against any family unit which in the opinion of the Association may constitute a lien against any part of the common areas, but the Association shall levy a special assessment against such family unit for the amount thereof to the extent such amount is separately determinable;
- (l) Maintenance and repair of any unit if such maintenance and repair is necessary in the discretion of the Association to protect the common areas or any portion of the building outside said family unit, and the Owners of said family unit have failed or refused to perform such maintenance or repair

within a reasonable time after written notice of the necessity of such maintenance or repair, delivered by the Association to such Owner or Owners, provided that the Association shall levy a special assessment against such unit ownership for the cost of said maintenance or repair;

- (m) Any other goods, material, supplies, labor, services, painting, maintenance, repair, structural alterations, insurance, taxes or assessments which the Association is authorized to secure or pay for pursuant to the terms of these By-Laws or which are reasonably necessary to the discretion of the Association for the convenient operation of the common areas.
  - (n) All costs of enforcing the provisions of these By-Laws or the Declaration, including attorneys' fees and court costs provided that all costs incurred for the enforcement of the provisions of the Declaration against any family unit owner shall be assessed specially against such family unit ownership.
- (3) The Council shall have the exclusive right to contract for all goods and services, payment for which is to be made from the maintenance fund; provided, however, that in no event shall any Owner be liable for more than his proportionate share, any contractual liability of Owners for contracts of or through

Association or Council being several and not joint. Each unit Owner shall have the exclusive right, at his sole cost and expense, to maintain, repair, paint, panel, paper, plaster, title and furnish the interior surfaces of the ceilings, floors and perimeter walls of the family and the surfaces of the bearing walls included within the family unit. Said Owners and their agents shall have the exclusive right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or perimeter walls. This paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building.

- (4) It is expressly agreed that all members of the Council shall not be liable and shall be exonerated from all acts and omissions to act, except willful misconduct.
- (5) In the event that the Association, or Council, shall have the right to receive, acquire, or hold property, real or personal, on behalf of the Owners, or otherwise in performance of duties hereunder, title to such property shall be taken in the name of the individual members of the Council and their successors, as trustees, or such other nominee as they shall designate, as trustee for the association, and subject to the control of the Council.

(6) The Council may adopt such administrative rules and regulations governing the details of the operation and use of the common areas as it may deem advisable.

3. Election and Term of Office. At the first annual meeting of the Association, three Council members shall be elected. All Council Members shall serve terms of two (2) years. The Council Members shall hold office until their successors have been elected and hold their first meeting.

4. Vacancies. Vacancies in the Council caused by any reason other than the removal of a Council Member by the vote of the Association, shall be filled by vote of the majority of the remaining Council Members, even though they may constitute less than a quorum; and each person so elected shall be a Council Member until a successor is elected at the next annual meeting of the Association.

5. Removal of Council Members. At any regular or special meeting duly called, any one or more of the Council Members may be removed without or with cause by a majority of the Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Council Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the Meeting.

6. Organization Meeting. The first meeting of the newly elected Council shall be held within ten (10) days of election at such place as may be fixed by the Council Members at the meeting at which such Council Members were elected, and no notice shall be necessary to the newly elected Council Members in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

7. Regular Meetings. Regular meetings of the Council may be held at such time and place as shall be determined from time to time by a majority of the Council Members, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Council shall be given to each Council Member personally or by mail, telephone or telegraph, at least (3) three days prior to such meeting.

8. Special Meetings. Special meetings of the Council may be called by the Chairman on three (3) days notice to each Council Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Council shall be called by the Chairman or Secretary in like manner and on like notice, on the written request of at least three (3) Council Members.

9. Waiver of Notice. Before or at any meeting of the Council, any Council Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving of such notice. Attendance by a Council Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Council Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

10. Quorum. At all meetings of the Council a majority of the Council Members shall constitute a quorum for the transaction of business and acts of a majority of the Council Members present at a meeting at which a quorum is present shall be acts of the Council. If at any meeting of the Council there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any

such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

11. Fidelity Bonds. The Council shall require that all members of the Association handling or responsible for the Association funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE FIVE - ASSESSMENTS

1. Budget. (a) The Council shall prepare or cause to be prepared an estimated annual budget for each fiscal year of the Association which shall take into account and provide for the estimated common expenses and requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, water service, power and other common utilities, management fees and other common expenses, and also a reserve for contingencies for the year and a reserve for replacements of the common elements in reasonable amounts as fixed by the Council. Any surplus or deficit in regard to previous budgets shall also be considered.

(b) The estimated annual Budget for each year shall be approved by the Council, and copies thereof shall be furnished to each Owner not later than 30 days after the beginning of each fiscal year. Unless the Council otherwise determines, each fiscal year shall be from the first day of July of each calendar year, beginning July 1, 1967, to the last day of June of the succeeding calendar year. The Council may designate a different fiscal year at its pleasure.

2. Obligation of Unit Owners. On or before the first day of the first month, and of each succeeding month of



the fiscal year covered by each annual budget, each Owner shall pay to the Council, or such person as the Council may designate, as his respective monthly assessment for the common expenses, one-twelfth of his proportionate share of the common expenses for such fiscal year as estimated and shown by such annual budget. Such proportionate share for each Owner shall be in the ratio of his respective ownership interest in the common elements as set out in the Declaration. The managing agent, Council or other person authorized to collect and receive such monthly assessments shall receive and hold the same in trust as trustee for each Owner and shall use, disburse, pay and expend the same for the purposes authorized by said Act, the Declaration, By-Laws or resolution of the Association, for the benefit of the Owners. Such assessments so collected and held in trust may be known as a "maintenance fund".

3. Statements. The managing agent or Council or other person authorized to collect such monthly assessments, may send or cause a statement to be sent to each Owner each month for his respective monthly assessment, but the failure to send or receive any such statement for any month shall not relieve the obligation or excuse the failure to pay such assessment or any part thereof. In the event the Council shall not approve an estimated budget for any fiscal year, or until such time as the Council approves an estimated annual budget for a new fiscal year and notifies each Owner of such, each Owner shall continue to pay each month the amount of his monthly assessment as last determined.

4. Supplemental Budget. In the event it shall appear to the Council that the estimated annual budget for any fiscal

year shall be inadequate to cover the estimated common expenses of any nature, including special assessments lawfully agreed to by the Association in accordance with the provisions of the Act, Declaration, or these By-Laws, then the Council shall prepare or cause to be prepared a supplemental estimated budget to cover the estimated deficiency for the remainder of the fiscal year, and each Owner shall pay his pro-rata part thereof in the ratio of his ownership interest in the common elements as hereinabove provided.

5. Capital Expenditures. - Contracts. The Council shall not approve capital expenditures for new improvements on any part of the common elements, excluding repair or replacement of existing improvements, in excess of Two Thousand Five Hundred (\$2,500.00) and No/100 Dollars, nor enter into contracts for more than three years, without the approval of Owners who in the aggregate own more than fifty (50) percent of the common elements.

6. Assessments During Period of Temporary Administration. No budget or estimated budget as such for the common expenses shall be prepared or adopted during the limited period of the temporary administration of this condominium project by developer, as the temporary administrator, as provided for in the attached Declaration; however, for and during this limited period of temporary administration, there shall be assessed against each family unit and the Owner thereof, and each such Owner agrees to pay, each month his fractional pro-rata share of the common expenses actually incurred or estimated by the Temporary Administrator or the temporary managing agent each month for the maintenance, repairs, upkeep, replacement and other services to the common elements, as

well as for insurance, water, power and other common utilities or services and all other common expenses for the operation, administration, maintenance and management of this condominium project, as shall be shown by a statement which the administrator shall send to each Owner each month, and each such statement shall constitute an assessment for common expenses against each family unit and the Owner thereof for its said pro-rata share of such common expenses. Each Owner shall and agrees to pay the amount of his assessment each month to the Developer, as Temporary Administrator, within fifteen (15) days from the date each statement is sent. Such statements may be mailed or personally delivered to each apartment unit. Each assessment thus made shall constitute a lien against each apartment unit for its pro-rata share thereof in the same manner and to the same extent as the liens provided for in the Declaration to secure the payment of assessments for common expenses.

Upon termination of the temporary administration by Developer, as provided for in the Declaration, it shall be the duty of the first Council to be elected by the association, and their successors, to prepare or cause to be prepared and approve an estimated annual budget for common expenses as hereinabove provided in these By-Laws and to make and collect assessments pursuant thereto, as provided for in the Declaration and these By-Laws.

#### ARTICLE SIX - AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners

representing at least seventy-five percent (75%) of the total fractional or percentage interest of all units in the project as shown hereinabove.

#### ARTICLE SEVEN - MORTGAGEES

1. Notice to Association. An Owner who mortgages his unit shall notify the Association through the Chairman of the Council, the name and address of his Mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

2. Notice of Unpaid Assessments. The Association shall, at the request of a Mortgagee of a unit, report any unpaid assessment due from the Owner of such unit.

#### ARTICLE EIGHT - COMPLIANCE

These By-Laws are set forth to comply with the requirements of the laws of the State of Texas. In case any of these By-Laws conflict with the provisions of such Statutes, it is hereby agreed and accepted that the provisions of the Statutes will apply.

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VO--A


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FILED  
JAMES E. KELLY  
COUNTY CLERK  
DALLAS, TEXAS

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was  
filed on the date and hour stamped herein  
by me and was duly recorded in the volume  
and page of the named records of Dallas  
County, Texas as stamped herein by me.

MAR 19 1973

 *James E. Kelly*  
COUNTY CLERK, Dallas County, Texas

<p><i>Return to:</i> GREEN, GILMORE, CRUTCHER, ROTHPLETZ &amp; BURKE ATTORNEYS AND COUNSELORS Suite 400 Hertz-Peltz Building 1307 Pacific Street Dallas, Texas 75202 (214) 742-3873</p>				
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