

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE
TOWNHOMES, A CONDOMINIUM**

STATE OF TEXAS

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located."; and

WHEREAS, PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE TOWNHOMES, A CONDOMINIUM, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Dallas County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Park Lane Townhomes, Executed by Villa Verde Associates, a Texas partnership, as Declarant, was recorded on or about July 19, 1979 at Volume 79140, Page 1786 in the Real Property Records of Dallas County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Park Lane Townhomes, a Condominium Declaration and Master Deed" (the "Declaration") subjected to the scheme of development therein certain land described thereto located in Dallas County, Texas;

NOW THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

[signature page follows]

EXECUTED this ~~1st~~ ^{September} day of July, 2021

PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE TOWNHOMES,
A CONDOMINIUM,
A Texas non-profit corporation

By: Mary Leslie Garrett
Mary Leslie Garrett,
Duly Authorized Officer/Agent,
Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a
Condominium

STATE OF TEXAS

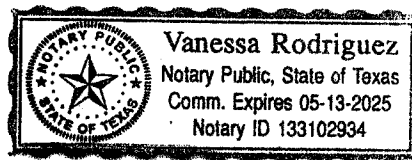
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the ~~1st~~ ^{September} day of July, 2021 by Mary Leslie Garrett authorized representatives of PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE TOWNHOMES, A CONDOMINIUM, a Texas nonprofit corporation, on behalf of said corporation.

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

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206



**FOURTH AMENDMENT TO THE BYLAWS
PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE
TOWNHOMES, A CONDOMINIUM**

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

This Fourth Amendment to the Bylaws of Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium (the "Amendment") is made effective as of the date of filing of the amendment in the Dallas County Clerk's Office by Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Park Lane Townhomes, Executed by Villa Verde Associates, a Texas partnership, as Declarant, was recorded on or about July 19, 1979 at Volume 79140, Page 1786 in the Real Property Records of Dallas County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Park Lane Townhomes, a Condominium Declaration and Master Deed" (the "Declaration") subjected to the scheme of development therein certain land described thereto located in Dallas County, Texas;

WHEREAS, Bylaws were adopted for the Association and are entitled "Bylaws of Park Lane Homeowners Association, Inc." (the "Original Bylaws"). Said Original Bylaws were attached as "Exhibit D" to the Declaration recorded on or about July 19, 1979 at Volume 79140, Page 1847; and

WHEREAS, the First Amendment to the Bylaws (the "Amended Bylaws") were adopted by the Association and subsequently recorded in the Dallas County Clerk's Office on or about March 22, 2019 at Instrument #201900071139; and

WHEREAS, the Second Amendment to the Bylaws (the "Second Amended Bylaws") were adopted by the Association and subsequently recorded in the Dallas County Clerk's Office on or about October 15, 2019 at Instrument #201900276766; and

WHEREAS, the Third Amendment to the Bylaws (the "Third Amended Bylaws") were adopted by the Association and subsequently recorded in the Dallas County Clerk's Office on or about May 14, 2020 at Instrument #202000123371; and

WHEREAS, Pursuant to Article I, Section 1.04 of the Amended Bylaws of the Association, the Board of Directors may alter, amend, or repeal the Bylaws, and adopt new Bylaws. All amendments may be upon advice of counsel as to legal effect. Bylaw changes shall take effect upon adoption unless otherwise specified.

WHEREAS, Pursuant to Article III, Section 3.01 of the Amended Bylaws of the Association, the affairs of this Association shall be managed by a Board of five (5) Directors (herein, the "Board" or "Board of Directors"), all of whom must be Owners or, where such Owner is not an individual person, an officer, Director, shareholder, partner or representative of an Owner. The number of Directors may be changed by amendment to the Bylaws.

WHEREAS, Section 82.102 of the Texas Property Code entitled "Powers of Unit Owners' association" provides in part in Subsection (a) that: *"Unless otherwise provided by the declaration, the association, acting through its board may: (1) adopt and amend bylaws."*

WHEREAS, in order to comply with Section 82.102(a) of the Texas Property Code and Article I, Section 1.04 of the Amended Bylaws, the Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium Board of Directors wishes to prepare and file this Fourth Amendment to the Bylaws reflecting such Amendment voted upon by the Board of Directors of Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium at a Board meeting. The Bylaw of the Association have been amended by a majority vote of the board in accordance with Section 82.102(a) of the Texas Property Code and the Bylaws of the Association. No other provision of the Bylaws shall be amended other than those set forth below. Apart from those provisions set forth below, all other provisions of the Bylaws, and any amendments thereto, remain in full force and effect.

NOW, THEREFORE, Article III, Section 3.03 of the First Amended Bylaws of the Association is hereby amended to read as follows:

Article Three, Section 3.03- Directors shall be elected by Members at the annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Only members in good standing and entitled to vote in accordance with Section 4.02 of these Bylaws shall be entitled to be elected to the board of directors. If a director has been convicted of a felony or crime involving moral turpitude within the past 20 years, they are immediately ineligible to serve, considered removed from board, and prohibited from future service.

NOW, THEREFORE, Article IV, Section 4.02 of the First Amended Bylaws of the Association is hereby amended to read as follows:

Article Four, Section 4.02- Members in good standing shall be entitled to one vote, the value of which shall equal the Common Interest assigned to said owner's unit as set forth within "Exhibit C" to the Declaration. To be in good standing, a member must not have any outstanding violations or restrictive covenants upon their property. A member in good standing must also have no delinquent assessments, fines, fees, attorney's fees, or related charges owing to the Association. If a member has either an open violation upon their property or if they owe delinquent assessments, fines, fees, attorneys fees, or related charges to the Association, then they shall not be in good standing and shall not be entitled to vote upon matters brought before the membership until the violation has been fully resolved or the delinquent amounts have been paid in full.

Where there are multiple Owners of a condominium it is not intended by any provision of the Declaration or these Bylaws that each of said Owners shall be entitled to cast the votes allocated to such condominium nor may fractional votes be cast. When more than one person or entity owns the interest or interests in any condominium, as required for Membership in the Association, each and every person or entity shall exercise their vote as they among themselves, collectively determined and they shall designate one person to cast the vote or execute a written consent, as applicable. If such Owners are unable to agree among themselves as to how one vote per condominium shall be cast, they shall forfeit the right to vote on the matter in question. If more than one person or entity purports to exercise the voting rights with respect to any such condominium on any matter in question, none of such votes shall be counted in tabulating the vote on such matter and such votes shall be deemed void.

NOW, THEREFORE, Article IV, Section 4.13 of the First Amended Bylaws of the Association is hereby amended to read as follows:

Article Four, Section 4.13- At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary or the Association's managing agent at least ten days before the appointed time of each meeting. All proxies must comply with the provisions of the Texas Business Organizations Code. A Proxy shall be revocable and shall be valid until the adjournment of the meeting for which they were given, unless such meeting is adjourned and reconvened, in which case the proxy shall remain valid until such reconvened meeting is adjourned. A proxy may not be irrevocable for greater than 11 months. Should a proxy be irrevocable for greater than 11 months then the proxy shall be declared void. Should a proxy not be signed and dated by the owner providing the proxy, then the proxy shall be declared void and shall have no force and effect.

All proxies held by members of Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium must be validated by a third party appointed by the board of directors prior to their use at a regular meeting or special meeting. All proxies must be submitted to the board of directors at least 10 days prior to any meeting to allow for sufficient time for any validation. All proxies submitted to the board must include a telephone number or email address to allow for validation. An unvalidated proxy shall not be allowed to count as a vote at any owners meeting. Any proxy not turned in 10 days prior to any meeting shall not be allowed to count as a vote at any owners meeting.

NOW, THEREFORE, Article IV, Section 4.17 of the First Amended Bylaws of the Association is hereby amended to read as follows:

Article Four, Section 4.17- Maintenance and repair shall be according to the Declaration and as set forth within the Maintenance Responsibility Chart attached hereto as "Exhibit A". An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment installed within the Unit (unless otherwise herein designated a Common Expense) commencing at a point where the utilities enter the unit shall be maintained and kept in repair by the Owner thereof. An owner shall do no act nor omit to do any act that will impair the structural soundness or integrity of any Building or impair any easement or hereditament (nor shall he make any changes to the individual patio or balcony appurtenant to his Unit, if any). In the even of any question or ambiguity herein with respect to maintenance responsibility, such responsibility shall be determined pursuant to the Chart of Maintenance Responsibility attached hereto as "Exhibit A" and incorporated herein by referenced.

An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents or guests.

NOW, THEREFORE, Article VII, Section 7.03 of the First Amended Bylaws of the Association is hereby amended to read as follows:

Article Seven, Section 7.03- The Association shall keep a roster showing the names of the Members, their addresses, the date they became a Member, and the date any former Member's Membership terminated. The above-specified information may be kept on an information storage device, such as electronic data processing equipment, provided that the equipment is capable of reproducing the information in clearly legible form for the purposes of inspection by any Member, Director, officer, or agent of the Association during regular business hours.

In accordance with Section 82.114 of the Texas Property Code, within 30 days of acquiring a unit within the Association, an owner must provide Park Lane with information as set forth below. Should this information change, then an owner has 30 days to update any information that changes:

- i. Owner name, and mailing address, phone number, and driver's license number;
- ii. Name and phone number of anyone occupying unit other than the owner;
- iii. Name, address, and telephone number of anyone managing the unit; and
- iv. Name and address of the holder of any lienholder and loan number.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a Condominium certifies that this Fourth Amendment to the Bylaws was approved by the Board of Directors.

EXECUTED this 28th August 2021 day of ~~July, 2021~~

PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE TOWNHOMES,
A CONDOMINIUM,
A Texas non-profit corporation

By: Mary Leslie Garrett
Mary Leslie Garrett,
Duly Authorized Officer/Agent,
Park Lane Homeowners Association, Inc. a/k/a Park Lane Townhomes, a
Condominium

STATE OF TEXAS

§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 28 August 2021 day of ~~July, 2021~~ by Mary Leslie Garrett authorized representatives of PARK LANE HOMEOWNERS ASSOCIATION, INC. A/K/A PARK LANE TOWNHOMES, A CONDOMINIUM, a Texas nonprofit corporation, on behalf of said corporation.

Maria Velazquez
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

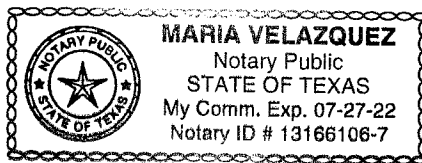


Exhibit A**MAINTENANCE RESPONSIBILITY CHART****Park Lane Homeowners Association**

Component of Property	Association Responsibility	Owner Responsibility
Privacy Fences	Structural Integrity, hardware, staining and replacement	Maintenance as a result of negligence of owner.
Balconies & Garage Spaces	Staining and Painting of Exterior	Owner Responsible for all other aspects including structural.
Mailboxes, exterior numbers on units, main entry and exit gates	All aspects, except those noted for owner.	Owner is responsible for keeping their mailbox properly secured. Damage caused by unit owner or owner's property to the Association' property.
Sidewalk and Driveways	All structural aspects.	Routine cleaning & maintenance. Damage caused by owner negligence.
Retaining Walls	All aspects.	None.
Exterior Doors	Exterior door trim replacement & painting/staining.	Owner Responsible for all other aspects, includes door, glass panes, weather stripping, threshold, hardware, locks, and peepholes. Door frame trim color must match other trim on property. Owner shall promptly repair and replace any broken or cracked glass in doors.
Heating and Cooling Systems, including Air Conditioning Units	Shared Condensation Lines, if any.	Owner Responsible for all other aspects, including operation, maintenance and repair of Air Conditioning and Heating Units.
Exterior Light Fixtures on Dwelling	Lights located in the parking light or other common areas.	All other lights other than those located in the parking lot or common areas, including bulb replacement in balcony and over and near front door of units.
Foundations and A/C Slabs	All structural aspects.	Routine cleaning & maintenance. Damage caused by owner negligence.
Irrigation	All aspects.	None.
Grounds- Outside and Inside Patios	All aspects.	Patio landscaping installed by owner. Lawn maintenance will be provided by the HOA.

Plumbing, Faucets, and Sewer Lines	Maintenance of shared condensation lines, if any. ***see also heating and cooling systems.	Owner Responsible for all other aspects of lines, pipes, faucets, and appliances within a unit. Damage to the unit, another unit or common elements from a cause initially within the unit.
Porches/Patios	All aspects, except for those noted for owner.	Any improvements require Board design approval prior to installation. Routine cleaning.
Roofs	All aspects.	Report any leaks to the Property Manager in a timely manner. Nothing can be installed or placed on the roof without Board approval of modification requests (includes roof vents, Christmas lights, solar tubes, TV Antennas, Satellite dishes) that may void roof warranty.
Exterior Vertical Walls of Buildings, Gutters and Downspouts	Outermost materials only.	Owner Responsible for all other aspects other aspects, including wall cavities and insulation.
Sheetrock Inside and Bordering Unit, Including Walls	None.	Owner Responsible for all aspects, including damage caused by negligence or willful acts by the homeowner.
Intrusion Alarm on Doors and Windows. Smoke Alarm	None.	Owner Responsible for all aspects. Maintain owner smoke detector and batteries.
Trees and Shrubs outside of Patio Area	Installation, maintenance and/or replacement.	Owner has the responsibility to report issues to the Association in a timely manner.
Insulation Weather-Stripping	None.	Owner Responsible for all aspects.
Television Antennas & Satellite Dishes	Standards for location and appearance of exterior mounted devices. Please see Roofs above. No installation on roofs allowed.	Owner Responsible for all other aspects.
Dryer Vents	None.	Owner Responsible for all aspects.
Water Heaters (Serving Units)	None.	Owner Responsible for all aspects.

Dwelling Interiors, Including Improvements, Fixtures, Partition Walls, Sheetrock, Treatments and Floors Within the Dwelling	None.	Owner Responsible for all aspects of Interior, including, but not limited to, sheetrock, fixtures, and flooring.
Windows of Units	Periodic exterior caulking in connection with exterior painting.	Owner Responsible for all aspects., except those noted for Association. Includes window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing and interior caulking. Specifically, the owner shall promptly repair and replace any broken or cracked glass in windows.
Water, Sewer, Electrical Lines, and Systems	All other aspects unless maintained by a utility.	Owner Responsible for all aspects of lines and systems serving the Unit. Owner Responsible to maintain utilities that pertain to unit's exclusive use.
Parking Spaces	All aspects.	Owner responsible when damage has been caused by owner's vehicle, such as oil stains. No storage of vehicles allowed in overflow parking.

**Dallas County
John F. Warren
Dallas County Clerk**

Instrument Number: 202100263674

eRecording - Real Property

Recorded On: September 02, 2021 10:51 AM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$70.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202100263674
Receipt Number: 20210902000521
Recorded Date/Time: September 02, 2021 10:51 AM
User: Lynn G
Station: CC18

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX