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FIRST AMENDMENT AND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE BEVERLY ON TURTLE CREEK CONDOMINIUMS

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

THIS FIRST AMENDMENT AND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE BEVERLY ON TURTLE CREEK CONDOMINIUMS (this "First Amended Notice") is made this ____ day of February, 2012, by The Beverly on Turtle Creek Condominium Association (the "Association").

W I T N E S S E T H:

WHEREAS, U. S. Lend Lease, Inc. (the "Declarant") prepared and recorded an instrument entitled "Condominium Declaration [for] The Beverly on Turtle Creek Condominiums" at Volume 81049, Page 1306 *et seq*. of the Real Property Records of Dallas County, Texas, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the condominium regime covered by the Declaration, which is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the condominium regime is located; and

WHEREAS, on or about the 30th day of June, 2008, the Association filed a Notice of Filing of Dedicatory Instruments for The Beverly on Turtle Creek Condominiums as Document No. 20080212950 of the Real Property Records of Dallas County, Texas (the "Notice"); and

WHEREAS, the Association desires to amend the Notice by replacing Exhibit A-2 of the Notice with The Beverly Resident Rules & Regulations attached hereto as **Exhibit 1;** and

WHEREAS, the Association desires to supplement the Notice by recording the dedicatory instruments attached hereto as **Exhibits 2 and 3** in the Real Property Records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as **Exhibits 1, 2 and 3** are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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IN WITNESS WHEREOF, the Association has caused this First Amended Notice to be executed by its duly authorized agent as of the date first above written.

THE BEVERLY ON TURTLE CREEK CONDOMINIUM ASSOCIATION

By: Grover Hartt, III

Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared GROVER HARTT, III, PRESIDENT of The Beverly on Turtle Creek Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of February, 2012.

LORI M. LLOYD
MY COMMISSION EXPIRES
September 12, 2012

Lori M. Lloyd
Notary Public, State of Texas

9-12-2012
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins, Suite 1400
Dallas, Texas 75219

g/not.ded.beverlyonturtlecreek.amendednotice

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DEDICATORY INSTRUMENTS

Exhibit 1	The Beverly Resident Rules & Regulations
Exhibit 2	Bylaws of The Beverly on Turtle Creek
Exhibit 3	Eighth Amendment to the Bylaws

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THE BEVERLY RESIDENT RULES & REGULATIONS

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THE COMMONS

We live in a multiple-family dwelling. Most aspects of our private, personal Home or Unit exist for our own comfort and self-expression. Within that space our personal preferences are sacrosanct, as they would be in a private single dwelling. Even in this private setting, however, it should be recalled that there are costs associated with the maintenance of the equipment, building structure, and grounds of individual dwellings, and the same is true in a condominium community. Many private residences are in neighborhoods that have covenants restricting the appearance of the exterior space and disallow elements that might endanger the neighbors, and this also is true at The Beverly.

The shared Common space, which surrounds, serves, and enhances our private residences represents our character as seen by guests and outsiders. In the shared Commons, another standard for expression must be adopted to avoid the inevitable conflicts of personal choices. We must comply with municipal, state and federal regulations (including Building Codes) that provide some limitations on or requirements for what we can or must do. Furthermore, the specifics of our Condominium Association documents (Articles of Incorporation, Declaration, and Bylaws) dictate some of the *Rules and Regulations* that follow. And it is critically important that the choices and preferences of an individual Unit owner not impinge upon the rights, safety, and peace of the others. As such, it is necessary that we attend to the integrity of shared property (for which we all bear the cost of maintenance, repair and replacement). We must maintain the social consciousness that our actions affect others. We reside literally within feet of other people's private spaces, and it is imperative that we keep it in mind that our noise and actions may interfere with the peace of near neighbors. Respecting the Commons Areas means that there is an added social responsibility that is greater than if we had remained in a private residence on many acres of land. Common courtesy and good manners help us reside peacefully with each other.

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USAGE OF UNITS AND COMMON ELEMENTS

1. No Unit may be used for other than single-family residence purposes. As specified in the Fifth Amendment to the Bylaws, section 11.01 (04/12/1989), no trade, business, or other non-residential activities may be conducted within these Units. No more than four persons may occupy any two-bedroom unit; and no more than two persons may occupy a one-bedroom unit on a permanent occupancy basis. For the purposes of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty days not separated by intervals of at least six months.

2. Use of any facilities of the Condominium will be made in such a manner as to respect the rights and privileges of other Owners. The Board of Directors shall have the right to abate all nuisances.

3. No improper, unlawful, or offensive activity shall be carried on in any Home or upon or within the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to the Residents. (Section 11.04, Article XI)

4. No Common sidewalks, front or side driveways, parking garage drive-through lanes, stairways, hallways or entrances shall be obstructed or used by any Owner for any purpose other than ingress to and egress from the Units. Do not park or place objects in locations that will interfere with others' abilities to enter or exit the building, parking spaces, or individual Units of the building.

5. No article shall be placed on or in any of the General Common Elements except for those articles of personal property which are the common property of all of the Unit Owners.

6. Owners, members of their families, their guests, residents, tenants or lessees shall not use hallways, stairways, sidewalks, driveways and entrances as play areas.

7. Any damage to the Common Elements or common personal property caused by an Owner, the children of an Owner or their guests, or by the guests of a Unit Owner, shall be repaired at the expense of that Owner.

8. All draperies or drapery linings visible from the exterior of any Unit shall be of a neutral, white, or off-white color.

BALCONIES

1. Balconies may not be furnished or altered in such a manner that changes the external appearance of the building.

2. The day-to-day maintenance and appearance of balconies are the responsibility of the applicable Owner / Resident. This responsibility expressly extends to keeping all drains and drainage "slots" free from obstructions, including plants, planters, plant materials, flooring installed by the Owner/Residents, or any other personal or real property that may impede drainage. Owner/Residents are also cautioned about watering plants on their balconies in such a manner that causes excess water to drain from their balconies onto the balconies beneath them.

3. Balconies shall not be used for storage of supplies, equipment, or trash, nor for drying or airing of clothing, bathing suits, etc.

4. Items (e.g., plant containers) shall not be placed on balconies or balcony railings in such a way as to be in danger of falling or being blown off. Nothing shall ever be thrown purposely from a balcony. The Owner / Resident of a unit shall be

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held liable for any damage or injury that results from anything that falls or is dropped from a balcony of that Unit.

5. Leaving pets on a balcony for extended periods, or while the Resident is absent, shall not be permitted.

6. Grilling or barbecuing is not permitted to be done on any balcony.

7. Display of (acceptable) holiday decorations must be confined to the Owner's Unit and/or his or her balconies.

8. No garments, rugs, or any other items may be hung from the exterior of the windows, balconies, or from any of the façades of the building.

9. Patios and balconies shall not be wired or fenced or enclosed in any way. If an Owner allows the patio or balcony appurtenant to his or her unit to become cluttered or unsightly in any manner, he or she shall be given notice of such fact by the Board of Directors or Managing Agent, and shall be required to correct such condition within five (5) days of the date of notice, and if he or she fails to do so, then the Board of Directors or Managing Agent may correct such a discrepancy (including the removal of any unsightly items) and/or repair or refurbish the patio or balcony at Owner's expense.

10. No balcony shall be resurfaced with carpeting. The only products approved for resurfacing balconies are tile or urethane reinforced paint. [Board Resolution, September 17, 1992] An Owner/Resident may place a rug on the balcony that leaves at least a one-foot space from the rug to the nearest edge or corner of the balcony uncovered. A small mat or rug up to 36 inches in width may be placed on the balcony floor immediately adjacent to the entry into a unit. Such mats or rugs may NOT be permanently affixed to balcony surface. Owner/Residents are expressly informed that if a rug on their balcony floor creates drainage problems, including deposits on the bottom of their balconies, *i.e.*, the "ceiling" covering the balcony below, that they will be responsible for the cost of repair and remediation. [Board Resolution, November 10, 2011]

MAINTENANCE, REPAIRS, AND ALTERATIONS

1. The Owner shall bear the cost of maintenance, repair, and replacement of his/her Unit including all furnishings, equipment, appliances, and fixtures contained therein. Also, the Owner shall maintain, repair, and replace at the Owner's expense all of such Owner's Home and the surface of the floor of the balcony appurtenant to such home. (Section 8.02, Article VIII)

2. The Owner, or the tenant if the Unit is leased, shall exercise due care in his or her use of the Common Elements. If any Owner or tenant fails to carry out or

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neglects his or her responsibilities set forth in these rules, the Board may fulfill the same and charge such Owner. Charges shall be made to the Owner if the tenant is responsible for the infraction of any of these rules.

3. No decoration or article shall be placed upon, and no work of any kind shall be done upon the exterior building walls or upon the general Common Elements by any Unit Owner or resident, except as provided hereafter in this document. Such decoration and work is the responsibility of the Association. No changes can be made in the Limited Common Elements except with prior written approval of the Board of Directors.

4. No Owner, resident or lessee shall install wiring for electrical or telephone installations or for any other purpose, nor shall any television or radio antenna, machine, or air conditioner be installed on the exterior of the building or be installed in such a manner that they protrude through the walls or the roof of the Condominium or are otherwise visible from the ground, except as may be expressly authorized in writing by the Association. However, Owners may install TV satellites on the roof at their expense, so long as they are not visible from the street.

5. All residential Units shall6 be utilized only for residential purposes. Any such exception in order to be effective must be set forth in writing with reason given for the granting thereof.

6. An Owner / Resident may not physically change the front door to his or her Unit, nor place signs or decorations on the exterior side of such door, without the written approval of the Managing Agent or Board of Directors. However, an Owner/Resident may place a holiday decoration on the front door of the Unit during the month of December, subject to removal at the Board's request if the decoration should be determined to be inappropriate. Any decorations should be removed no later than January 6 of the new year.

7. Any reconstruction or repair of the building or any Home located therein shall be substantially in accordance with the Declaration and the original plans and specifications for the Project unless the Owners shall unanimously decide otherwise. (Section 10.02, Article X)

8. No Owner shall make structural or externally visible alterations to his or her Home, including but not limited to the erection of antennas, aerials, awnings, the installation of any reflective or other material in the windows of the building;, the painting or redecorating of any exterior walls, the placement of any objects on the roof, or other exterior attachments, or undertake any work in his Home which would jeopardize the soundness or safety of the building, reduce the value of the building or impair any easement thereon or appurtenance thereto, or enclose, by means of screening or otherwise, any balcony, yard, or terrace, without the prior written approval of the Board (which may be withheld for any reason). The Board

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shall not approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of the building. No Home may be subdivided and conveyed to separate Owners (although several persons may own undivided interests in an entire Home).

9. The following procedure shall be adhered to by any Owner proposing significant changes or alterations:

    a. Owner will submit his or her proposal in writing to the Board, including therein plans and specifications and the identification and credentials of all contractors and/or independent workmen to be used to perform the work.

    b. To avoid disturbance of other Residents, all alteration work must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

    c. To obtain entry into an Owner's Unit, contractors and workmen must sign in and sign out with the Front Desk in the lobby, and use only the Freight Elevator. Note that the Owner/Resident must advise management when issuing a key to a contractor or workman and when such are to be permitted to enter the Unit.

    d. See Damage Deposit Agreement in the Appendix.

NOISE, MUSIC, RADIOS, AND TELEVISIONS

1. The Board of Directors shall have the right to abate all nuisances.

2. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, CD or DVD players, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb Owners or occupants of other Units. Particular care in this matter should be taken in the evening, overnight, and in the early morning hours.

LAUNDRY

1. Washers and dryers and/or connections are provided in each Unit. Also, a common laundry facility is provided for residents' use on the first floor near the exercise room.

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2. In order to prevent backup of suds in the drain lines and damage to both individual units and the Common Areas, please adhere to the following:

    a. **Use only low-sudsing detergents**, as stated on the label, such as *All*, *Bold*, *Dash*, and several others.

    b. **Do not use a high-sudsing detergent**, such as Woolite or Tide, in your automatic washer.

    c. **Use no more than the amount of detergent recommended in the directions on the box or bottle**. If you have a stacked unit but are used to a larger washer, cut the amount in half.

TRASH REMOVAL

1. Trash chutes are provided on each floor for the use of residents. Trash dropped in these chutes descends to the first floor and into the dumpster for pickup by the trash removal contractor.

2. All trash put in a trash chute MUST be in a plastic bag and tied. Cardboard boxes should not be put down the trash chute. The chute has angles; boxes get stuck. For the same reason, coat hangers should not be dropped into the chute.

3. Large boxes or bulky objects should be taken to the lobby level on the Freight Elevator and be placed in the dumpster which is located on the parking lot facing the Welborn alley. Do not leave boxes or other refuse in the Freight Elevator, Hallways, or Patios. Also, no trash may be stacked outside of the trash chute area, or inside the trash chute area. If you need any assistance with any large boxes, please contact the front desk (214.522.5890).

4. Newspapers and other neat recyclable paper trash may be stacked in the boxes left in the trash room of each floor.

ATTIRE

1. All Owners, residents, and guests must wear appropriate attire in the elevators and lobby area at all times. Bare feet and bare chests are not permitted in the lobby, elevators, and hallways.

2. Proper bathing attire must be worn in the pool area, including when using the hot tub. Residents may not enter the building barefoot and lacking proper cover when they leave the pool area.

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PETS

1. Only Owners shall be allowed one or two pets per Unit, not to exceed 20 pounds each in weight. Lessees will not be permitted to have pets.

2. No pets may exercise on any Common Areas inside or outside, including the garage. No pet is permitted outside a Unit unless on a leash (or in a carrier). Failure to comply with rules will result in a fine, the amount depending upon the Board's discretion per occurrence.

PARKING

1. Specific numbered garage parking spaces are assigned to each Unit. The number of spaces per Unit corresponds with the number of bedrooms per Unit. Residents may park ONLY in their assigned spaces.

2. Automobiles parked in unauthorized spaces may be towed at the Owner's expense.

3. No vehicles belonging to or under control of any Owner or a member of the family, or a guest, tenant, lessee, or employee of a Unit shall be parked in another Owner's limited area parking space, nor parked in such a manner as to impede or prevent ready access to any entrance to or exit from designated parking areas. Owners (and their family members, guests, tenants or employees) may not park their vehicles routinely or regularly in spaces that are not assigned to that Owner's Unit.

STORAGE

1. A specific, numbered storage space is assigned to each Unit. The storage space number is the same as your Unit. See the attached garage/basement plan, which shows the storage spaces.

2. All items must be stored <u>inside</u> the assigned storage space. Items left outside will be deemed unwanted and will be removed.

POOL RULES

1. All persons going to and from the swimming pool or hot tub must wear covering garments over bathing suits, with shoes or sandals.

2. No one in swimsuit only, or barefoot, should enter the elevators or leave through the lobby door. This attire is allowed only in the pool area.

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3. Please dry off before re-entering the building. Wear shoes or sandals so as not to wet the hallway or elevator floors.

4. Residents should use the back door by the elevator to enter the pool area, or use the South stairwell, which opens to the ground-level patio area.

5. Always close the door securely and make certain that it locks behind you. **Never** prop the door open.

6. Residents should take their key fob to the pool area so they may re-enter through the back door.

7. No running is allowed in the pool area. **No diving is permitted**, due to the shallow depth of the pool.

8. Children under 12 must be accompanied by an adult at all times.

9. Please use only paper or plastic containers at the pool. **No glass** containers are allowed.

10. No pets are allowed in the pool or surrounding garden areas.

11. Neither the Association nor Management is responsible for the loss of personal property in the pool area.

12. Leave the pool area clean. Please pick up trash and deposit it in the trash receptacle. **Do not leave floats** in the pool. When you leave, replace deck chairs and tables to their proper locations.

13. The pool opens at sunrise and closes at 11:00 p.m. both on weekdays and weekends.

14. No Resident or his or her guest(s) shall make or permit disturbing noises, or do, or permit anything to be done, which will interfere with the rights, comfort, or convenience of other Residents. The voices of young children who repeatedly squeal and yell can be particularly disturbing.

15. The pool shall not be reserved for private parties on holidays.

16. No smoking is permitted in the pool area, in the hot tub, or on the surrounding deck. Smoking is not allowed anywhere on the grounds of The Beverly.

POOL AND FITNESS CENTER GUESTS

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1. Owners, lessees, and their families and guests may use the swimming pool *and fitness equipment* only at their own risk, and the Association assumes no liability or responsibility for any injury or death occurring as a result of such use. Failure to respond to an emergency shall not be deemed to be negligence on the part of the Association, its officers, or members. Those who use these facilities shall abide by all Rules and Regulations pertinent to these areas.

2. Guests may be accorded Pool and Fitness Center privileges **only when accompanied by a resident.**

3. The Owner will be held financially liable for any damage or vandalism done to the Pool Area or Fitness Center by their tenant or guest.

4. At no time should a chaise lounge or table be reserved when it is not being occupied.

5. Each Unit shall be entitled to no more than **two guests** at any one time unless prior permission is given by Management. When such permission has been granted, Residents will be notified, also in advance.

MAINTENANCE OR IMPROVEMENTS REQUIRING SUSPENSION OF WATER SERVICE

If an Owner desires to have work done in the Owner's Unit requiring the suspension of water service to the building, or a portion thereof outside of the Owner's Unit, this suspension or "drain down," must be scheduled in advance with the Manager. Such scheduled suspensions or drain downs will be permitted on the third Thursday of each month. This rule does not apply to unscheduled drain downs required by an emergency, but absent an emergency, exceptions are disfavored in order to limit the resulting disruptions and stress on the building's plumbing system. [Board Resolution, November 10, 2011]

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FINANCIAL OBLIGATIONS

At the Beverly, we enjoy the quality of life that is possible in a smaller, mid-rise building. The comfort of residing in a building this size brings with it the obligation that each and every Homeowner shows responsibility for the timely payment of shared expenses, and shows respect for the care of shared property. In the event that one Owner is in arrears or is in default of his or her share of the payment of mandatory costs, the burden then falls to the other members of the Association, and that is a significantly greater burden in a building of 40 Units than in one of a hundred or more. It is therefore imperative that every Homeowner at The Beverly take full responsibility for shared costs. Our *Rules and Regulations* have been constructed to protect the other members of the Association should one member become delinquent.

The assessment, payment, and collection of all funds due from an Owner to the Association, both regular monthly assessments and any special assessments, are described in the Bylaws. The provisions of the Bylaws control all issues that may arise regarding the assessment, payment, and collection of funds due to the Association; however, the following summary of those rules is provided here as a convenience to Owners. If you have any questions regarding these matters, please consult the Bylaws and their Amendments.

PAYMENT OF ASSESSMENTS / PENALTIES FOR NONPAYMENT

1. Bylaws Section 7.05, Article VII: "Each Owner shall pay his Percentage Interest of all assessments. Monthly assessments shall be payable in advance on the first day of each month, commencing with delivery of the deed to a Home. Special Assessments shall be payable within ten days after the date the Owner is invoiced therefor."

2. "The person who is the Owner of a Unit as of the date of an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Unit if expressly assumed by them." (Assessment Collection Policy, Association Vote of May 8, 2008)

3. If an Owner is delinquent, the Owner's voting rights and rights to use the Common Elements will be suspended unless the delinquency is paid or otherwise resolved. (Assessment Collection Policy, Association Vote of May 8, 2008)

4. "If any assessment, or portion thereof, is not paid in full and received by the Association on or before the Due Date, interest on the principal amount due may be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum and such interest shall accrue from the Due Date until paid. In the event any assessment, or portion thereof, is not paid in full and received by

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the Association by the Delinquency Date, the Association may charge the Owner a late fee of $100.00." (Assessment Collection Policy, Association Vote of May 8, 2008)

5. "In the event an assessment or any part thereof or any amount due to the Association remains unpaid for a period of sixty (60) days from the Due Date, the Association may terminate utilities to the Owner's unit which are funded in whole or in part by any assessment, including but not limited to, water, television and/or internet service provided by the Association, upon the giving of notice as provided by Texas law." (Assessment Collection Policy, Association Vote of May 8, 2008)

6. A Delinquent Owner will be required to pay any handling fees, postage, attorney's fees, or other expenses incurred by the Association in collection of any assessment or related amount owing beyond the Delinquency Date. Furthermore, a fee of $25 for each returned check will be levied. (Assessment Collection Policy, Association Vote of May 8, 2008)

7. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of formal Default Letter, an attorney may be retained by the Association and foreclosure may be initiated. (Assessment Collection Policy, Association Vote of May 8, 2008)

8. In the case of a late payment of an assessment, a late notice will be sent when the payment is ten (10) days past due. If the payment is forty (40) days past due, a certified demand letter and late notice will be sent to the owner. If the payment is seventy (70) days past due, the account may be referred to the Association's attorneys for collection. [Cite to Assessment Collection Policy, Association Vote of May 8, 2008)

9. Notwithstanding the procedures provided in paragraphs 7 and 8, *supra*, the Board may dispense with them if they shall have been invoked against a delinquent member-owner on a prior occasion and reached the point that the previously delinquent account shall have been referred to the Association's attorneys for collection. In that case, the Board is authorized, in its discretion, to implement the following procedures, in the event of a subsequent delinquency by the same owner-member:

   (a) Upon any subsequent delinquency after a prior delinquency shall have been referred to the Association's attorneys for collection, the delinquent member-owner may be sent a letter demanding full payment of the delinquency within five (5) business days. If the unpaid balance of the delinquent account is not fully paid within this period, then the delinquent account may be immediately reported to the appropriate Credit Bureau, a title search be immediately conducted, and a lien securing payment of the

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delinquent assessments shall be filed at the earliest opportunity, alternatively,

(b) The delinquent account may be immediately referred to the Association's attorneys for collection and, if necessary, foreclosure. [Cite to Fast Track Procedures Board Resolution, December 1, 2005]

10. If a member's account shall have been previously referred to the Association's attorneys for collection within the preceding twenty-four (24) months, then the Late Charge for each subsequent late payment for a monthly assessment shall be $250.00 instead of $100.00. If a member's account shall have been previously referred to the Association's attorneys for collection twice with the preceding twenty-four (24) months, then the Late Charge for each subsequent late payment for a monthly assessment shall be $500.00 instead of $100.00. The Board is expressly authorized to reduce or waive Late Charges in meritorious situations. [Board Meeting Resolution, November 10, 2011]

INSURANCE

1. The Beverly on Turtle Creek Condominium Association maintains comprehensive general liability insurance, insuring the Association, its Officers, Directors, etc., as stated in the By-laws. Also, the Association maintains fire insurance with extended coverage, and for water damage, vandalism, etc., as stated in Article IX, Section 9.01. This insurance covers damage to fixtures within a unit caused by a source outside of the unit beyond the control of the unit owner, including Improvements or Betterments installed by the Owner. [Eighth Amendment to Bylaws, October 6, 2011]

2. Each Owner shall be responsible for obtaining such insurance as he or she deems desirable, including insurance covering furnishings within the Unit and other personal property, as well as insurance covering personal liability of such Owner and his or her employees, agents, and guests. Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or recovery under policies carried by the Association and shall contain waivers of subrogation by the Insurer as to any claim against the Association, its Officers, Directors, Agents, and employees and against other Owners, members of their families and their employees, Agents, and guests (Article IX, Section 9.05). See further details in The Beverly Handbook. The Association is NOT responsible for damage to an Owners furnishings or other personal property, regardless of the cause of the damage. [Eighth Amendment to Bylaws, October 6, 2011]

PENALTIES

1. Continuous or recurring violations of any of the foregoing *Rules and Regulations* will be subject to a penalty as imposed by the Board. These penalties will be

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treated in the same manner as any other sums due the Association. The Association will hold the Owner responsible for the payment of such penalties, including those caused by lessees or guests. Penalties will be assessed only in those instances where the Owner has been notified in writing of the violation and where, in the opinion of the Board of Directors, the Owner has been given a reasonable time to correct the violation.

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ADMINISTRATIVE REGULATIONS

In order to allow our management company to handle the day-to-day operations smoothly, efficiently and appropriately, a number of procedures are required. These procedures were instituted to protect our common welfare.

ADMITTANCE TO BUILDING

1. Residents

   a. Residents may admit themselves through the main lobby entrance or other external entries by the use of their key fob. Without their key fob, residents may be admitted only upon recognition by the Concierge, or by presenting the Concierge with proper identification.

   b. Residents' cars will be admitted to the garage with a garage door opener which has been coded into the security system. Only Residents or their authorized guests may park in the garage, in their appropriate assigned spaces.

2. Guests and Visitors

   a. Guests and visitors may be admitted through the main lobby entrance by a Resident by the prescribed security procedure, controlled by the Concierge.

   b. "Drop-In" visitors will not be admitted until the Concierge receives such authorization from the Resident (another visitor or guest cannot give this authorization).

   c. Guests and visitors must park their cars in the Visitors Parking Area. If you wish to have your guest park in the garage in an assigned space, please contact the Management Office.

   d. For frequent guests (e.g., family members, employees, and house guests), the Resident may provide the Manager in writing: the Resident's name and Unit number; the guest's name; the Resident's authorization for the guest to come and go within the regulations; the Resident's authorization to give out a key to the Unit; and other suitable instructions.

   e. All guests and visitors must enter through the front lobby entrance, unless in the company of a Resident, or unless the provisions of the previous paragraph have been met.

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f. If a Resident is planning a party of eight or more, he or she is encouraged to advise the Manager at least one day in advance of the party.

3. Service Personnel and Contractors:

a. All service personnel and contractors will be permitted entry only with the specific authorization of a Resident.

b. To obtain entry to an Owner's Unit, contractors and workers must sign in and out at the Concierge desk in the lobby, and use only the freight/service elevator.

c. Note that the Owner/Resident must advise the Concierge when issuing a key to a contractor or worker, and advise the Concierge of the times when these individuals are to be permitted to enter the Unit.

4. Realtors

a. Realtors will be admitted only with the specific authorization of the Owner of the Unit being shown.

b. Realtors must enter and leave through the lobby entrance, and must sign in and out when they do so.

SALE OF UNITS

1. As provided by Article XI, section 11.05 of the Bylaws, no "For Sale," "Open House," or other similar signs are permitted to be displayed inside, outside or on the building.

2. The Association does not have a "right of first refusal" in the sale of Units by Owners.

3. Realtor or Owner must provide each buyer of a Unit with current copies of:

a. The Association Declaration and Bylaws

b. The Association Rules and Regulations

c. The Resident's Information Form and Emergency Assistance Form (to be obtained from the Manager)

MOVE IN / MOVE OUT

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1. There will be a MOVE IN & MOVE OUT DEPOSIT OF $500.00 required in order to reserve the freight elevator, and it will be due and payable seven days in advance. The deposit will be refunded, provided there is no damage. If damage does occur, the cost of the damage will be deducted from the deposit and the balance, if any, refunded. The Owner will be liable for any damage in excess of the deposit.

2. No Owners or lessees will be permitted to place water beds in their Units. The Association assumes no liability for, nor shall it be liable for any water damage, structural damage, or other damage caused by water beds placed in Units.

3. All moves of furniture, appliances, or other heavy objects in or out of the building must be scheduled with the Management Office at least five days in advance of the move.

4. Owners, Residents and guests must obtain the prior approval of the Management Office before using the elevators for any reason other than transporting such persons.

5. Reservations for the use of the Freight/Service Elevator are to be made ONLY with the Management Office (214.522.5890). The Freight/Service Elevator may be used for moves ONLY between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

6. Upon closing of a Unit sale, the new Owner will not be allowed to take possession and/or move in until written verification of the change in ownership is received from the Title Company and recorded in the Management Office.

KEYS AND KEY FOBS

1. The Managing Agent, or if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each Unit. If an Owner shall alter any lock or install a new lock on any door leading into the Unit, the Owner shall provide a key for the use of the Managing Agent or the Board of Directors.

2. Each Owner and each Resident shall be issued an electronic key fob permitting access through the exterior doors and garage entrances. If more than two fobs are issued to any Unit, the cost for each fob (beyond the first two) will be $25, a cost to be assumed by the Resident requesting it. Each key fob specifically identifies the person to whom it was issued, and it should not be given to anybody else. If a key fob is lost, the Managing Agent should be notified immediately, and the fob will be de-activated. The cost to replace the fob will be $25.00.

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DELIVERIES TO UNITS BY THE CONCIERGE STAFF

1. When a parcel, fax message, or item from an overnight delivery service is received at the front desk, the Resident to whom it is addressed shall be notified by telephone call from the Concierge on duty that the item has been received and is available to be collected by the Resident. If the Resident desires, arrangements can be made for the delivery of the item by the Concierge to the Resident during the evening shift. Such deliveries shall be made after the front doors to the building have been locked for the evening (normally after 9:00 p.m.). This evening delivery is the ONLY time when the Concierge staff will be available to make deliveries to individual Units. The Resident will need to notify the concierge staff specifically of each delivery to the Unit (i.e., "standing orders" for deliveries will not be possible). However, if the Resident is willing to permit the item to be left at the front door of the Unit in the event that he or she is not available to receive it when it is delivered, a "standing order" for this manner of delivery can be made, but only if the Resident executes a form provided by the Management indemnifying the Management and The Beverly on Turtle Creek Condominium Association of any liability associated with this manner of delivery. Any items left at a Resident's door that are not collected may be removed the following day and held for the Resident. Any deliveries by the Concierge staff under this provision are subject to reasonable size and weight limitations. Any questions regarding this delivery policy should be directed to the Manager.

2. Any newspapers left in front of a Unit door may be removed and disposed of unless prior arrangements have been made with the Manager.

PEST CONTROL

1. The Beverly employs a professional pest control contractor who provides periodic pest control services for the Common Elements.

2. Individual Residents may have the services of the contractor for their Units by making such a request to the Management Office. The Manager will make the necessary arrangements and advise the Owner of the schedule for such service.

LEASING OF UNITS

The following summary of rules is provided here as a convenience to Owners. If you have any questions at all regarding these matters, please consult the Assessment Collection Policy, Association Vote of May 8, 2008.

1. "Twenty-Four Month Restriction. Upon acquiring an ownership interest in a Home, the Owner may not lease the Home until the expiration of twenty-four (24)

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months from the date of the closing of the sale of the Home or recording of the deed to the Home which conveys title, whichever is earlier." However, if the Owner obtains Board approval of hardship, this restriction may be waived.

2. Not more than ten percent (10%) of Homes may be leased at any given time, unless the Owner obtains Board approval of hardship.

3. An Owner who wishes to lease his or her Unit must provide a copy of the lease to the Board or its management company. The Association will have ten (10) days to approve or disapprove the lease. The Association will respond in writing before the tenth (10^{th}) day after receipt of the lease.

4. "The lessee shall comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association and shall control the conduct of all other occupants and guests of the leased Home in order to ensure their compliance. Any violation of the Declaration, Bylaws, or Rules and Regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law." This information will be included in any lease, and the Owner will designate authority to the Board the power to enforce this provision.

5. Realtor or Owner must provide each lessee of a Unit with current copies of:

   a. The Association *Rules and Regulations*

   b. The Resident's Information Form and Emergency Assistance Form (to be obtained from the manager)

6. Lessees will not be permitted to become Residents of The Beverly until the management office has received a copy of the lease, and has been advised by the Board that it has been approved.

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BYLAWS

OF

THE.BEVERLY ON TURTLE CREEK CONDOMINIUMS

ARTICLE I
DEFINITIONS

The words defined in the Condominium Declaration for The Beverly on Turtle Creek Condominiums shall have the same meanings in these Bylaws.

ARTICLE II
THE ASSOCIATION

2.01 Administration. The Project shall be administered by a council of co-owners, as defined in the Act, which shall be a Texas nonprofit corporation organized under the name of The Beverly on Turtle Creek Condominium Association (the "Association") . The Association shall be responsible for the management, maintenance, operation, and administration of the Project in accordance with the Act, the Declaration, the Articles, these Bylaws, and any duly adopted rules and regulations of the Association. Owners and all persons using, entering upon, or acquiring any interest in any Home or the Common Elements shall be subject to the provisions of such documents.

2.02 Membership. Each Owner shall be a member of the Association and no other person shall be entitled to membership. No Owner shall be required to pay any consideration whatever solely for such membership. Membership in the Association and each Owner's share of the assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to a Home.

2.03 Voting. Voting by members of the Association shall be in accordance with the following provisions:

(a) Each Owner shall be entitled to a vote, the value of which shall equal the total Percentage Interest allocated to the Homes owned by such Owner as set forth in the Declaration.

(b) No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Home to the Association. Upon the conveyance of a. Home, the new Owner shall notify the Association in writing as to the name of the new Owner, and, if title shall be conveyed to two or more persons or entities, they shall designate in such notice one of them as the person entitled to vote. If. the Owner is a corporation, partnership or other entity, there shall be a designation in such notice of a specific individual to vote on behalf of such entity.

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(c) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before each meeting of the Association.

(d) Cumulative voting shall not be permitted.

2.04 Qualification of Directors. Each Director of the Association other than the initial Directors designated in the Articles and any replacement Directors selected by the Developer prior to the first meeting of the Association must be an Owner, an officer, director, or employee of Developer, an officer or director of any other corporate Owner, a. partner of a partnership Owner, or a principal of any other entity constituting an Owner.

2.05 Authority and Duties. The Association .shall have the specific powers and duties specified in the Declaration, the Articles, and these Bylaws, and such additional rights and powers as .may be necessary, useful, or desirable to accomplish the objectives of the Declaration the Articles, and these Bylaws and to serve the joint interests of the Owners with respect to the Project. The Association shall, provide and pay for out of the Common Expense. Fund (as defined-in Section 7.01):

(a) Water, electrical, gas, sanitary sewer, and storm sewer service for the Project;

(b) Maintenance and repair of the Common Elements;

(c) The insurance specified in Article IX:

(d) Trash, and garbage removal in accordance with policies to be established by the Directors;

(e) Bookkeeping services for the Common Expense Fund;

(f) Such other services as may be necessary, useful, or desirable to accomplish the objectives of the Declaration, the Articles, and these Bylaws and to serve the joint interests of the Owners with respect to the Project, as may be determined from time to time by the Board.

2.06 Resolution of Disputes. The Board shall have authority to resolve disputes regarding the interpretation of the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association and regarding compliance by the Association, the Directors, the officers of the Association, and the Owners with their obligations under such documents, and decisions of the Board with respect thereto shall be binding and conclusive upon all Owners and officers. Any Owner who believes that the Association, the Directors, an officer or any other Owner is not complying with its or his obligations hereunder, may submit a written complaint describing such failure to comply to the President. The President shall cause such complaint to be considered at a meeting of the Board, held within thirty (30) days after the President receives such complaint.

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2.07 Offices. The Association may have such offices at such places both within and without the State of Texas as the Board may from time to time determine or the business of the Association may require.

ARTICLE III
MEETINGS OF OWNERS

3.01 Place of Meetings. Meetings of the Owners may be held at such time after the first annual meeting in the Improvements or at such other place within the City of Dallas, Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

3.02 Annual Meetings. Annual meetings of the Owners shall be held each year not later than the second Wednesday of April of that year, at 7:00 p.m. at which time the Owners shall elect Directors, and shall transact such other business as may be properly brought before the meeting.

NOTE: Section 3.02, as set forth above, reflects the changes of the Sixth Amendment to the Bylaws, adopted April 9, 2003. The original language is set forth below.

3.02 Annual Meetings. The first annual meeting of the Owners shall be held at the time specified in the Declaration. Thereafter, annual meetings of the Owners shall be held in each succeeding year on the second Wednesday of April if not on a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Owners shall elect the Directors, and shall transact such other business as may properly be brought before the meeting.

3.03 Special Meetings. Special Meetings of the Owners, for any purpose or purposes, unless otherwise prescribed by statute, the Declaration, the Articles, or these bylaws, may be called at any time after the first annual meeting by the President, the Board, or by Owners having not less than ten percent of the total Percentage Interests of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

3.04 Notice. Written or printed notice slating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) nor more than sixty (60) days before the date of the annual meeting and not less than three (3) nor more than sixty (60) days before the date of a special meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Owner entitled to vote at such meeting.

NOTE: Section 3.04, as set forth above, reflects the changes of the Sixth Amendment to the Bylaws, adopted April 9, 2003. The original language is set forth below.

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3.04 Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Owner entitled, to vote at such meeting.

3.05 Quorum. Except as otherwise provided by statute, the Declaration, or the Articles, the presence in person or by proxy of twenty-five per cent (25%) of the Percentage Interest of the Owners shall constitute a quorum at all meetings of the Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Owners, the Owners entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourned the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

3.06 Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of a majority of the Percentage Interests of those members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, the Declaration, the Articles or these Bylaws a different vote is required, in which case such express provision shall govern and control the decision of such question. The Owners present at a duly organized meeting may continue to transact business, until adjournment, notwithstanding the withdrawal of enough Owners, to leave less than a quorum.

ARTICLE IV
THE BOARD

4.01 Management. The business and affairs of the Association shall be managed by the Board who may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Declaration, the Articles or these bylaws directed or required to be exercised or done by the Owners.

4.02 Number; Qualification; Election; Term. Prior to the first annual meeting of the Owners, the initial Board designated in the Articles shall consist of three (3) Directors, none of whom need to be members of the Association or residents of the State of Texas. If a vacancy occurs in the initial Board prior to the first annual meeting of the Owners, such vacancy shall be filled by a person or persons designated by the Developer. Thereafter, at the first annual meeting and subsequent annual meetings, the Board shall be increased in size to five (5) Directors, all of whom shall be Owners and shall, except as hereinafter provided, be elected by the Owners at the annual meeting of Owners. Three (3) of said Directors shall serve for a term of two (2) years, and two (2) of said Directors shall serve for a term of one (1) year. At the expiration of said 1-year terms, all Directors

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shall hold office for a term of two (2) years, or until their successors shall be elected and shall qualify. The Directors shall serve without compensation.

NOTE: Section 4.02, as set forth above, reflects the changes of the Fourth Amendment to the Bylaws, dated April 12, 1989. This section was also amended by the First Amendment to the Bylaws, dated December 10, 1982, which rescinded the requirement that the number of Directors be increased to five, and by the Second Amendment to the Bylaws, dated April 11, 1984, which restored the original provision. The original language is set forth below..

4.02 Number; Qualification; Election; Term. The initial Board designated in the Articles shall consist of three (3) Directors, none of whom need to be members of the Association or residents of the State of Texas. If a vacancy occurs in the initial Board prior to the first annual meeting of the Owners, such vacancy shall be filled by a person or persons designated by the Developer. At the first and subsequent annual meetings, the Board shall be increased in size to five (5) Directors, all of whom shall be Owners or employees, officers, or directors of Developer, and shall, except as hereinafter provided, be elected by the Owners, and hold office until the next annual meeting of the Owner's following their election and thereafter until their successors shall be elected and shall qualify. The Directors shall serve without compensation.

4.03. Removal; Change in Number; Vacancies. Any Director may be removed either, for or without, cause, at any special meeting of the Owners by the affirmative vote of a majority of the Owners present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. In such event, a successor or successors shall be chosen by the Owners at such meeting. If any vacancy occurs on the Board caused by the death, resignation, or disqualification by reason of the conveyance by a Director of the Director's Home (whereupon the Director ceases to be an Owner), a successor or successors may be chosen at a special meeting of the remaining Directors called for that purpose. Each successor Director shall be elected for the unexpired term of his predecessor, in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Owners or at a special meeting, of Owners called for that purpose.

4.04 Place of Meetings. The Board shall hold its meetings, both regular and special, within the City of Dallas, Dallas County, Texas.

4.05 First Meeting. The first meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Owners, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

4.06 Regular Meetings. Regular meetings of the Board may be held without further notice at such time and place as shall from time to time be determined by the Board.

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4.07 Special Meetings. Special meetings of the Board may be called by the president on three days' notice to each Director, either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two Directors. Except as may be otherwise expressly provided by statute, the Declaration, the Articles, or these Bylaws, neither the business to be transacted at, nor the purpose of any special meeting need be specified in a notice or waiver of notice.

4.08 Quorum. At all meetings of the Board the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum, shall be the act of the Board, except as may be otherwise specifically provided by statute, the Declaration, the Articles, or these Bylaws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

4.09 Committees Having Board Authority. The Board may by resolution passed by a majority of the whole Board, designate one or more committees to consist of two or more of the Directors. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board in the management of the business and affairs of the Association, except where action of the full Board is required by statute, the Declaration, the Articles or these Bylaws.

4.10 Other Committees. Other committees not having and exercising the authority of the Board in the management of the affairs of the Association maybe designated and appointed by a resolution adopted by a majority of the Directors in attendance at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board. Membership on such committees may, but need not be, limited to Directors or Owners.

4.11 Procedure. The Board and all committees shall keep regular minutes of their proceedings, and the committees shall report the same to the Board when required.

4.12 Management Agent. The Board may employ for the Association a management agent at a compensation established by the Board. Such management agent shall perform such duties and services with respect to the Project as the Board shall authorize, and the Board may delegate to such management agent such duties with respect to management, repair and maintenance of the Project, including but not limited to the duties of the officers of the Association, which are not by statute, the Declaration, the Articles, or these Bylaws expressly required to be performed by or have the approval of the Board or the Owners; provided that the Board shall not delegate to the management agent the authority for final determination of budgets or the promulgation of rules and regulations.

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4.13 Action Without Meeting and Telephonic Meetings. The Directors shall have the authority to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Written approval may be given by e-mail or other electronic means permitting the communication to be preserved in writing. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The Board may hold duly called meetings of the Directors by telephone or other means of communication that allows all of the participants to hear each other. Minutes of all such meetings or written memorandum of any action taken without a meeting, including the approval of each Director, shall be kept with the official files of the Association in accordance with Section 4.11. Three (3) days' notice of any such meeting or proposed action without a meeting shall be given in accordance with Section 4.07.

NOTE: Section 4.13, as set forth above, was added to the Bylaws by the Sixth Amendment to the Bylaws, adopted April 9, 2003.

ARTICLE V
NOTICES

5.01 Method. Whenever under the provisions of the statutes, the Declaration, the Articles, or these Bylaws notice is required to be given to any Director or Owner, and no provision is made as to how such notice shall be given, it shall not be construed to require personal notice, but any such notice may be given in writing, personally delivered or by mail, postage prepaid, addressed to such Director or Owner at such Owner's Home. Any notice required, or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in any post office or mail receptacle regularly maintained by the United States government as aforesaid.

5.02 Waiver. Whenever any notice is required to be given to any Owner or Director under the provisions of the statutes, the Declaration, the Articles, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE VI
OFFICERS

6.01 Election; Titles. The officers of the Association shall be elected by the initial Board designated in the Articles at its first meeting and by each subsequent Board at its first meeting after each annual meeting of Owners from among the Directors or the Owners or both, and shall be a president, a secretary, and a treasurer. The Board may also choose one or more vice presidents, and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person except that the offices of president and secretary shall not be held by the same person.

6.02 Other Officers. The Board may appoint such other officers and agents as it

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shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

6.03 Salaries. The salaries, if any, of all officers shall be fixed by the Board.

6.04 Term of Office. Each officer of the Association shall hold office until the annual meeting of the Board next following his election and thereafter until his successor is chosen and qualified, in his stead or until his death, disqualification, resignation or removal from office. Any officer or agent elected or appointed by the Board may be removed at any time for or without cause by the affirmative vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board.

6.05 President. The president shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Owners and the Board, shall have general and active management of the affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe.

6.06 Vice Presidents. Each vice president shall have such powers and perform such duties as the Board may from time to time delegate to him.

6.07 Secretary. The secretary shall attend all sessions of the Board and all meetings of the Owners and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Owners and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the president, under whose supervision the secretary shall be.

6.08 Assistant Secretaries. Each assistant secretary shall have such powers and perform such duties as the Board may from time to time prescribe or as the president may from time to time delegate to such assistant secretary.

6.09 Treasurer. The treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the president and directors at the regular meetings of the Board, or whenever they may require it, an accounting of all the treasurer's transactions as treasurer and of the financial condition of the Association, and shall perform such other duties as the Board may prescribe. If required by the Board, the treasurer shall give the Association a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the treasurer's office and for the restoration to the

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Association, in case of the treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other, property of whatever kind in the treasurer's possession or under the treasurer's control belonging to the Association.

6.10 Assistant Treasurers. Each assistant treasurer shall have such powers and perform such duties as the board of directors may from time to time prescribe.

ARTICLE VII
ASSESSMENTS

7.01 Association Expenses and Receipts. All expenses paid and incurred by the Association (the "Association Expenses") and all money and other property received by the Association (the "Association Receipts") shall be so paid, incurred, and received by the Association on behalf of the Owners. All money received by the Association shall be placed in an account at a bank determined by the Board and shall constitute the "Common Expense Fund."

7.02 Books of Account. The Association shall keep detailed books of account showing all Association Expenses and Association Receipts. Such books shall be open for inspection by the Owners during reasonable working hours on weekdays and shall be audited annually by qualified auditors. The cost of such audit shall be an Association Expense.

7.03 Fiscal Year; Budget; Monthly Assessments. The fiscal year of the Association shall be the time between annual meetings of the Owners, unless otherwise determined by the Board. The Board shall establish in advance for each fiscal year of the Association an annual budget of all Association Expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Project, including a reasonable allowance for contingencies and reserves. A copy of the annual budget shall be distributed to each Owner. One-twelfth (1/12) (or, as to any fiscal year which does not have 12 months, a fraction equal to 1 divided by the number of months in such fiscal year) of the annual projected expenses for the Project shall be paid into the Common Expense Fund each month in advance by the Owners.

7.04 Special Assessments. If the Board at any time determines, in its sole discretion, that the monthly assessments are or may prove to be insufficient to pay the Association Expenses in any fiscal year, or if additional funds are needed from time to time to meet other requirements of the Association regarding the Project, including but not limited to capital improvements authorized by Section 8.04, or the repair of casualty or condemnation losses pursuant to Article X, the Directors may from time to time levy special assessments for such purposes; provided, however, that no special assessment shall be levied without the prior approval of Owners having Percentage Interests totaling more than fifty per cent (50%), or, in the case of certain capital expenditures specified in Section 8.04, Owners having Percentage Interests totaling more than sixty-six and two-thirds per cent (66-2/3%); provided that in an emergency the President may take such

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action as may be necessary to preserve or prevent further damage to the Project and levy an assessment for the cost of such action without the approval of the Board, the Association , any Owner, or any mortgagee.

7.05 Payment of Assessments. (a) Each Owner shall pay his Percentage Interest of all assessments. Monthly assessments shall be payable in advance on the first (1st) day of each month, commencing with delivery of the deed to a Home. Special assessments shall be payable within then (10) days after the date the Owner is invoiced therefor. Late charges and collection fees may be imposed by the Board of Directors and shall become effective in the month following their adoption by the Board. Each Owner shall be and remain personally liable for the payment of all assessments and other charges which may be levied against such Owner by the Association in accordance with these Bylaws. Any unpaid assessments, together with all late charges, attorneys' fees, collection costs and any and all other costs owed thereon or in connection therewith with respect to a Home shall be collected out of the sale proceeds of such Home in accordance with Article VII, Paragraph (g) of the Declaration and the applicable provisions of the condominium laws of the State of Texas.

(b) At the time of delivery of the deed to a Home, the new Owner of the Home shall be required to deposit in the form of a cashier's check, payable to the Association, a sum equal to the aggregate amount of three (3) months' monthly assessments. Said amount shall be deposited by the Association in a separate, interest-bearing escrow account for a period of two (2) years from the date of the delivery of the deed. The Association shall have the right to draw upon said escrow account in the event that said Owner becomes delinquent in the payment of any monthly or special assessment, and, in such event, the Owner shall have the obligation to promptly fund and reimburse the escrow account by cashier's check in an amount equal to the aforesaid draw. At the end of the two-year period, or, in the event of sale of the Home, whichever comes first, the principal amount remaining in the escrow account, plus all interest earned thereon, shall be refunded by the Association to the Owner.

NOTE: Section 7.05, as set forth above, reflects the changes of the Sixth Amendment to the Bylaws, adopted April 9, 2003. The section was previously amended by the Third Amendment to the Bylaws, adopted May 14, 1984, as set forth below.

7.05 *Payment of Assessments. Except as provided in Section 7.07 with respect to Developer, each Owner shall pay his Percentage Interest of all assessments. Monthly assessments shall be payable in advance on the first (1st) day of each month, commencing with delivery of the deed to a Home. Special assessments shall be payable within ten (10) days after the date the Owner is invoiced therefor. Assessments In default shall bear interest from the due date thereof until paid at the maximum rate of interest permitted by law. Each Owner shall be and remain personally liable for the payment of all assessments and other charges which may be levied against, such Owner by the Association in accordance with these Bylaws. Any unpaid assessments, together with accrued interest, attorneys' fees, collection costs and any and all other costs owed thereon or in connection therewith with respect to a Home shall be collected out of the*

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sale proceeds of such Home in accordance with Article VII, Paragraph (g) of the Declaration and the applicable provisions of the condominium laws of the State of Texas. At the time of delivery of the deed to a Home, each Owner shall be required to deposit in *the form of a cashier's cheek, payable to the Association, a sum equal to the aggregate amount of three (3) months' monthly assessments. Said amount shall be deposited by the Association in a separate, interest-bearing escrow account for a period of two (2) years from the date of delivery of the deed. The Association shall have the right to draw upon said escrow account in the event that said Owner becomes delinquent in the payment of any monthly or special assessments, and, in such event, the Owner shall have the obligation to promptly fund and reimburse the escrow account by cashier's cheek in an amount equal to the aforesaid draw. At the end of the two-year period, or, in the event of sale of the Home, whichever occurs first, the principal amount remaining in the escrow account, plus all Interest earned thereon, shall be refunded by the Association to the Owner.*

NOTE: The original language of Section 7.05, before the changes made by the Third Amendment, is set forth below.

7.05 Payment of Assessments. Except as provided in section 7.07 with respect to Developer, each Owner shall pay his Percentage Interest of all assessments. Monthly assessments shall be payable in advance on the first day of each month, commencing with delivery of the deed to a Home. Special assessments shall be payable within ten days after the date the Owner is invoiced therefor. Assessments in default shall bear interest at the rate of ten per cent (10%) per annum commencing ten days after the due date thereof until paid. Each Owner shall be and remain personally liable for the payment of all assessments and other charges which may be levied against such Owner by the Association in accordance with these Bylaws. Any unpaid assessments with accrued interest and any attorneys' fees owed thereon with respect to a Home shall be collected out of the sale proceeds of such Home in accordance with Section 18 of the Act and Article VII, paragraph, (g) of the Declaration.

7.06 Taxes and Insurance Premiums. Except as provided in Section 7.07 with respect to .Developer, each Owner shall pay to the Association, together with and as part of his monthly assessment, such Owner's portion of any ad valorem, real and personal property taxes on the Common Elements, and the premiums on all insurance policies carried by .the Association.

7.07 Responsibility of Developer. Prior to the first annual meeting of the Owners, Developer shall pay any excess of the actual cash Association Expenses incurred by the Association (excluding, without limitation upon. other noncash expenses, reserves, contingency allowances, and amortization) in excess of Association Receipts. Any other provision of these Bylaws to the contrary notwithstanding, the Developer shall have no obligation for assessments, taxes, insurance premiums, or any other sums, except Developer's said obligation to pay the amount by which said cash Association Expenses exceed Association Receipts. After the first annual meeting of the Owners, Developer shall pay Developer's pro rata share of all assessments, taxes, insurance premiums, and

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other charges for each Home then owned by Developer for so long as Developer may own such Home.

7.08 Enforcement. All obligations of each Owner to the Association as set forth in the Declaration, the Articles, these Bylaws and any duly adopted rules and regulations of the Association may be enforced by suit at law for a money judgment and by all means provided by the Declaration, the Articles, these Bylaws, any duly adopted rules and regulations of the Association, and by any and all other remedies and means available at law and in equity. Expenses incurred in enforcing the performance of each Owner's obligations and in collecting unpaid obligations to the Association, including, but not limited to, interest, costs and attorneys' fees, shall be chargeable to the Owner in default. In addition, the Association shall have an automatic lien on each Home to secure all monetary and non-monetary obligations of the Owner of such Home to the Association, which lien shall be enforceable through appropriate judicial proceedings by the Association. The Association may, but shall not be required to, give notice of such lien by filing an affidavit stating the amount thereof and describing the Home in the Contract or Mechanic's Lien Records of Dallas County, Texas. In addition to the aforesaid automatic lien, each purchaser of a Home shall be required to grant a vendor's lien and a deed of trust lien on such Home to the Association, which liens shall be acceptable in form and substance to the Association and shall secure all monetary and non-monetary obligations of the purchaser to the Association. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of any of his monetary or non-monetary obligations to the Association or other Owners as set forth in the Declaration, the Articles, these Bylaws or any duly adopted rules and regulations of the Association upon ten (10) days' written notice to such Owner. Any Owner in default of any of his monetary or non-monetary obligations to the Association shall not be entitled to vote at any meeting of the Association so long as such default exists. The Association shall, upon the reasonable request of any prospective purchaser or mortgagee of any Home, furnish a statement as to whether the Owner of such Home is current in the payment of his obligations to the Association.

7.09 No Exemption. No Owner shall be exempt from liability for his Percentage Interest of the Association Expenses or from any other obligation to the Association by waiver of the use or enjoyment of any of the Common Elements, abandonment of his Home, the failure of the Association to make repairs or improvements to such Owner's Home or the Common Elements, the disruption of such Owner's use of his Home or the Common Elements by the reason of the making of repairs or improvements or otherwise, any action taken to comply with any law, ordinance or order of a governmental authority, or the failure or delay of the Board in preparing any annual budget or delivering a copy thereof to the Owner.

NOTE: Sections 7.08 and 7.09, as set forth above, reflect the changes of Amendment Three to the Bylaws, adopted May 14, 1984. The original language is set forth below.

7.08 Enforcement. All obligations of each Owner to the Association may be enforced by suit at law for a money judgment and by all means provided by the

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Declaration, the Articles, these Bylaws, any duly adopted rules and regulations of the Association, and by law and equity. Expenses, incurred in collecting unpaid obligations to the Association, including interest, costs, and attorney fees, shall be chargeable to the Owner in default. In addition, the Association shall have a lien on each Home to secure all monetary obligations of the Owner of such Home to the Association, which lien shall be enforceable through appropriate judicial proceedings by the Association. The Association may, but shall not be required to, give notice of such lien by filing an affidavit stating the amount thereof and describing the Home in the Contract or Mechanic's Lien Records of Dallas County, Texas. Such Association lien shall be subordinate to any lien or liens securing any loan made in good faith for the purchase or improvement of any Home insofar as such Association lien secures obligations arising prior to the consummation of a foreclosure sale or the delivery of a deed in lieu of foreclosure of the lien securing any such loan. Any purchaser of any Home at foreclosure sale or by deed in lieu of foreclosure of the lien securing any such loan shall take free and clear of such Association lien insofar as the Association lien secures indebtedness arising prior to the acquisition of the Home by such purchaser, but such purchaser will be liable for and the Home shall remain subject to such Association lien to secure all indebtedness accruing after such purchase. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default of his obligations to the Association or other Owners as set forth in the Declaration or these Bylaws upon thirty (30) days' written notice to such Owner. Any Owner in default in the payment of any assessment or other indebtedness to the Association shall not be entitled to vote at any meeting of the Association so long as such default exists. The Association shall, upon the reasonable request of any prospective purchaser or mortgagee of any Home, furnish a statement as to whether the Owner of such Home is current in the payment of his obligations to the Association.

7.09 <u>No Exemption</u>. No Owner shall be exempt from liability for his Percentage Interest of the Association Expenses or from any other obligation to the Association by waiver of the use or enjoyment of any of the Common Elements, abandonment of his Home, the failure of the Association to make repairs or improvements to such Owner's Home or the Common Elements, the disruption of such Owner's use of his Home or the Common Elements by reason of the making of repairs or improvements or otherwise, any action taken to comply with any law, ordinance or order of a governmental authority, or the failure or delay of the Board in preparing any annual budget or delivering a copy thereof to the Owner. Upon the bona fide transfer of fee title to a Home of the former Owner of such Home shall be relieved from liability for his contribution for the Association Expenses and his other obligations hereunder accruing and becoming payable after the date of such transfer .

7.10 <u>Reserves</u>. There may be created by resolution of the Board such reserves as the Board from time to time, in its discretion, thinks proper to provide for contingencies, or to repair or maintain any portion of the Project, or for such other purposes as the Board shall think beneficial to the Association, and the Board may modify or abolish any such reserve in the manner in which it was created.

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ARTICLE VIII
MAINTENANCE

8.01 Association's Responsibilities. The Association's responsibilities for maintenance are as follows:

(a) The Association shall maintain, repair, operate, and replace as an Association Expense all Common Elements, both General Common Elements and Limited Common Elements, except as otherwise expressly provided herein.

(b) Without limiting the generality of paragraph (a) of this Section 8.01, it is expressly understood that the Association shall maintain, repair, and replace as an Association Expense the following Limited Common Elements:

(i) the exterior surfaces of the balconies and railings thereon, except the surface of the floors thereof;

(ii) doors, hardware (except locks), and walls of the storage units in the garage; and

(iii) striping and marking of individually assigned (and other) parking spaces in the garage.

(c) The Association shall maintain, repair, and replace as an Association Expense all built-in heating, ventilating, and air conditioning systems constituting General Common Elements or portions thereof. The Association shall have the right, but not the obligation, to maintain, repair, and replace as an Association Expense all built-in heating, ventilating and air conditioning systems constituting part of individual Homes, including, but not limited to the replacement of filters.

(d) The Association shall have the right, but not the obligation, to retain at least one maintenance employee to perform minor maintenance and repair work within individual Homes, including but not limited to the plumbing and electrical systems therein. The cost of materials used in such work may be charged to the individual Owners of such Homes.

(e) The Association shall establish a program of planned, scheduled maintenance. Emergency repairs necessary to restore function or prevent further damage shall be accomplished as soon as practical. Owners with particular requests for maintenance or repair service may present them to the Board for consideration.

(f) Without limiting the generality of any other provision of this Section 8.01 or these Bylaws, it is expressly understood that the Association shall provide the following services, unless this Section is hereafter modified by amendment to these Bylaws:

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(i) trash removal from central storage receptacle, as specified in Section 2.05;

(ii) burglar alarm system for all first floor openings, if the Association elects to install a burglar alarm system;

(iii) janitorial service for all hallways and other areas used in common by the Owners;

(iv) snow and ice removal from drives and walkways;

(v) newspaper distribution for subscribers;

[vi) package receipt and safekeeping;

(vii) closed circuit television security monitoring, restricted access devices, and regular security patrols around the Project;

(viii) annual insurance coverage review by an independent agent or risk management firm;

(ix) an annual independent audit of Association Expenses and Association Receipts, as specified in Section 7.02;

(x) a building attendant on duty for at least 12 hours daily;

(xi) annual window cleaning.

8.02 Owners' Responsibilities. Each Owner shall maintain repair, and replace at such Owner's expense all of such Owner's Home and the surface of the floor of the balcony appurtenant to such Home, except as provided in .paragraph (d) of Section 8.01 with respect to minor maintenance and repair. Owners shall exercise due care in their use of the Common Elements. If any Owner fails to carry out or neglects his responsibilities set forth in this paragraph, the Board may fulfill the same and charge such Owner therefor.

8.03 Duty of Owner to Reimburse. Any Owner who through negligence or otherwise damages any portion of the Common .Elements or otherwise necessitates any maintenance work or repair shall be obligated to the Association for the cost thereof and shall reimburse the Common Expense Fund for the cost of such work immediately upon demand by the Association.

8.04 Major Expenses. The Board shall not, without the prior authorization of the Association, contract for or pay out of the Common Expense Fund any one item of capital addition or improvement (other than maintenance, repair, or replacement of existing Common Elements) at a cost in excess of $15,000.

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ARTICLE IX
INSURANCE

9.01 Insurance To Be Obtained by the Association. The Association shall obtain and maintain to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, and with water damage, vandalism and malicious mischief endorsements insuring all improvements, including all of the Homes and fixtures initially installed therein by Developer (but not including furniture, furnishings or other personal property supplied or installed by Owners), together with all air conditioning and other service machinery installed by Developer or the Association contained therein, covering the interests of the Association and all Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of such Improvements excluding foundation and excavation costs. Each of such policies shall contain a standard mortgagee clause in favor of each mortgagee of a Home, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. Such policies shall contain an "agreed amount endorsement" or its equivalent and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or the equivalent.

(b) Worker's compensation and employer's liability insurance as may be necessary to comply with all applicable laws.

(c) Comprehensive general liability insurance insuring the Association, its officers, Directors, employees and agents and all Owners and their employees, agents, families and guests against liability for personal injury or property damage with such of the following coverage as the Board may deem advisable: blanket contractual liability, products and completed operations, personal injury (including contracts and employees), liquor liability, independent contractors, incidental malpractice, explosion, collapse and underground hazards, and non-owned and hired automobiles. Said policies shall have a limit of not less than $3,000,000 for each occurrence with respect to bodily .injury, and not less than $500,000 for each occurrence with respect to property damage. All such policies of. insurance shall contain a cross liability endorsement so as not to prejudice the rights of a named insured against another named insured.

(d). Such other insurance as shall be customarily obtained with respect to improvements similar in construction, location and use as those in the .Project and such other insurance as the Board shall determine to be advisable from time to time. All such policies shall provide that adjustment of loss shall be made by the Association and the net proceeds thereof shall be payable to the Association, as trustee for all Owners and their mortgagees.

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9 .02 Power of Attorney. Each Owner and each owner of any interest in the Project including mortgagees hereby appoints the Association as its agent and attorney-in-fact to adjust all claims arising under insurance, policies purchased by the Association; and each Owner and each owner of any other interest in the Project including mortgagees hereby appoints the .Association as its attorney-in-fact and agent to collect all proceeds under insurance policies purchased by the Association. Such appointment is coupled with an interest and shall be irrevocable. As agent and attorney-in-fact, the Association shall have the right to execute and deliver any releases, acquittances, discharges and other documents as may be necessary to effect the foregoing and shall have the further right to institute such actions at law as it deems necessary to collect the proceeds of such policies.

9.03 Certain Policy Provisions. All policies of physical damage insurance shall contain waivers of subrogation, of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Owners, and of any invalidity arising from any acts of the insured including any Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all mortgagees of Homes. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of all improvements for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

9.04 Premiums. The original policies of insurance and copies of all endorsements shall be held by the Association. Premiums for insurance policies purchased by the Association shall be charged as an Association Expense and paid for by the Association out of the Common Expense Fund. Any increase in premiums or additional insurance required by the improper use, occupancy or abandonment of a Home shall be charged to the responsible Owner or Owners.

9.05 Owners' Responsibilities. Each Owner shall be responsible for obtaining such insurance as he deems desirable, including insurance covering his furnishings and personal property and covering personal liability of such Owner and his employees, agents, and guests. Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or recovery under policies carried by the Association and shall contain waivers of subrogation by the insurer as to any claim against the Association, its officers, directors, agents, and employees and against other Owners, members of their families and their employees, agents, and guests.

ARTICLE X
RECONSTRUCTION OR REPAIR

10.01 Vote of Members. If less than two-thirds (2/3) of the Improvements shall be damaged by fire or any other disaster as determined by the Owners, then the improvements shall be rebuilt or repaired. If such damage shall affect more than two-thirds (2/3) of the Improvements as determined by the Owners, then reconstruction shall

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not be compulsory without the unanimous consent of all of the Owners.

10.02 Plan for Reconstruction. Any reconstruction or repair of the Project or any Home located therein shall be substantially in accordance with the Declaration and the original plans and specifications for the Project unless the Owners shall unanimously decide otherwise.

10.03 Repair of Homes. Each Owner shall be responsible for the reconstruction, repair, or replacement of his Home, including but not limited to the floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein. Each Owner shall also be responsible for the costs, not otherwise covered by insurance carried by. the Association, of any reconstruction, repair, or replacement of any portion of the Project necessitated by his negligence or misuse or the negligence or misuse by his guests, agents, employees, or contractors. In the event damage to all or any part of an owner's Home is covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of such damage upon payment of the insurance proceeds or any portion thereof by the Association to the Owner and his mortgagee, subject to the rights of the Association to supervise, approve, or disapprove such reconstruction or repair during the course thereof, in the event damage to all or any part of an Owner's Home is not covered by insurance held by the Association for the benefit of such Owner, then such Owner shall begin reconstruction or repair of his Home within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve, or disapprove such reconstruction or repair during the course thereof.

10.04 Costs of Repair. As soon as possible after the occurrence of a casualty which causes damage to any part of the Project for which the Association has insurance, coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the Casualty to the Common Elements (hereinafter referred to as the "Common Element Costs"): and

(b) The cost of restoring that part of the damage caused by the Casualty to each Home which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Home Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Home Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Owners by the Association in the following manner:

(i) All Owners shall be assessed on the basis of their Percentage interest for the payment of the estimated Common Element Costs not otherwise

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paid for by insurance held by the Association.

(ii) Each Owner of a damaged Home shall be assessed an amount equal to the difference between his estimated Home Costs and a sum calculated by multiplying the amount, if any, of the insurance proceeds held by the Association available for paying Home Costs by a fraction, the numerator of which is his estimated Home Costs and the denominator of which is the total of all of the estimated Home Costs

10.05 Construction Trust Fund. The proceeds of insurance collected on account of a Casualty and the sums received from collections of assessments against Owners on account of such Casualty shall constitute a construction trust fund which shall be deposited in a separate bank account and not commingled with any other funds of the Association and shall be .disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) If the responsibility of reconstruction and repair lies with an Owner as above provided, such proceeds shall be paid by the Association to the Owner and the mortgagee of the damaged Home as their interests may appear, and such proceeds shall be used to reconstruct and repair the damaged Home.

(b) Payments of all costs in connection with reconstruction and repair for which the Association, is responsible shall be disbursed to pay for such costs and expenses, provided that if the cost of such reconstruction and repair shall exceed $25,000, such funds shall not be paid except upon approval of an architect or engineer qualified to practice in Texas and employed by the Association to supervise the work.

(c) If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to Owners of affected Homes equally, or if there shall be a mortgagee of an affected Home, to the Owner and mortgagee of such Home as their interests may appear; except, however, that to the extent any such distribution shall be in an amount less than the assessments paid by such Owner into the construction fund, such distribution shall be made payable to such Owner only.

10.06 Eminent Domain. If any Home is taken by eminent domain, the Owner and the mortgagee of such Home shall be entitled to receive the award for such taking, and after acceptance thereof the Owner and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate his Home by virtue of such taking. If any repair or rebuilding of the remaining portions of the Project is required as a result of such taking, a majority in Percentage interests of the remaining Owners shall determine by vote or written consent whether to rebuild or repair the Project or to take such other action as such remaining Owners deem appropriate. The remaining portion of the Project shall be resurveyed and the Declaration and Exhibits A and B thereto shall be amended

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as provided in Article VII, paragraph (f) of the Declaration, to reflect such taking and to readjust proportionately the Percentage Interests of the remaining Owners based upon a continuing total ownership of the Project of one hundred per cent (100%).

ARTICLE XI
RESTRICTIONS

11.01 Use. Each Home shall be used and occupied for residential purposes only; provided, however, that this restriction shall not apply to any use of a Home, which use exists on or prior to the effective date of this section, as amended. Neither the General Common Elements nor the Limited Common Elements may be used or occupied for any business or nonresidential purpose; provided, however, that the Association may maintain offices within the General Common Elements.

11.02 Modification of Homes. No Owner shall make structural alterations, modifications or improvements (whether exterior or interior) or externally visible alterations, modifications or improvements (whether structural or non-structural) to his Home, including, but not limited to, the erection of antennas, aerials or awnings) the installation of any reflective or other material on the windows of the Improvements, the painting or redecorating of any exterior walls, the placement of any objects on the roof, the placement of any other exterior attachments, the undertaking of any work in his Home which would jeopardize the soundness or safety of the Project, reduce the value of the Project or impair any easement thereon or appurtenance thereto, or the enclosure, by means of screening or otherwise, of any balcony, yard or terrace, without the prior written approval of the Board, which approval may be withheld for any reason. If the Board shall fail to approve or disapprove such alterations, modifications or improvements in writing within thirty (30) days' after receipt of a written request for such approval or disapproval, the Board shall be deemed to have approved the alteration, modification or improvement in question. The Board shall not approve any alterations, improvements, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. Any Owner who makes alterations, modifications or improvements of any kind to his Home shall be and remain liable for any damages to the Project or any part thereof directly or indirectly caused by, arising out of or occurring in connection with the alterations, modifications and/or improvements in question. No Home may be subdivided and conveyed to separate Owners, provided, however, that several persons may own undivided interests in an entire Home.

NOTE: Sections 11.01 and 11.02, as set forth above, reflect the changes of Amendment Three to the Bylaws, adopted May 14, 1984. The original language is set forth below.

11.01 Use. Each Home shall be used and occupied only as a single-family residence; provided that Developer may use such Homes as may be owned by it from time to time as sales offices and models; provided further that the Association may purchase, own or lease any Home for the residence or office of a manager or building superintendent or engineer, and the Association may also maintain offices within the General Common Elements.

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11.02 Modification of Homes. After completion of construction of the improvements, no Owner except Developer shall make structural or externally visible alterations to his Home, including but not limited to the erection of antennas, aerials, awnings, the installation of any reflective or other material in the windows of the Improvements, the painting or redecorating of any exterior walls, the placement of any objects on the roof, or other exterior attachments, or undertake any work in his Home which would jeopardize the soundness or safety of the Project, reduce the value of the Project or impair any easement thereon or appurtenance thereto, or enclose, by means of screening or otherwise, any balcony, yard or terrace, without the prior written approval of the Board (which may be withheld for any reason). The Board shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. No Home may be subdivided and conveyed to separate Owners except by Developer (although several persons may own undivided interests in an entire Home).

11.03 Leasing. Any Owner may lease his entire Home (but not rooms), subject to the use restriction specified in Section 11.01 and all other provisions of the Declarations the Articles, these Bylaws, and the rules and regulations promulgated from time to time by the Association, provided that each such lease must be in writing and a signed copy thereof must be filed with the Association, and provided further that the occupancy of the Home must be only by the lessee and his family, servants, and temporary nonpaying guests. No transient tenant may. be accommodated. Any lease of a Home shall provide that the terms of said lease shall be subject to the provisions of the Declaration, the Articles, these Bylaws, and the rules and regulations promulgated pursuant hereto, and that any failure by the lessee to comply with any of the foregoing shall be a default under the lease.

11.04 Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Home or upon or within the Common Elements, nor shall anything be done which creates a poor appearance or may be or become an annoyance or a nuisance to the Owner of any other Home or which might damage another Home or the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his Home or on or within the Common Elements anything, that will increase the rate of insurance on the Project or which might cause cancellation of or otherwise impair such insurance.

11.05 Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Home or on the Common Elements, including "For Sale" signs, except in conformity with rules and regulations promulgated by the Association; provided that Developer may display project identification and sales information signs so long as Developer owns any Home.

11.06 Use of Common Elements. The Common Elements shall not be used .for storage of supplies, personal property, trash or refuse of any kind except in common trash receptacles placed at the discretion of the Directors, nor shall the Common Elements

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be used in any way for the drying, shaking or airing of clothing or other fabrics. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in his Home or upon or within the Common Elements which despoils the appearance of the Project.

11.07 Maintenance of Homes. Each Owner shall maintain his Home in clean, safe, and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements or any other Home and each Owner shall be. obligated to reimburse the Association for any costs incurred by the Association in repairing any damaged caused by such Owner's negligence or misuse of any of the Common Elements or of his own facilities resulting in damage to. the Common Elements or any other Home.

11.08 Mechanic's Liens. No services, labor or materials furnished in connection with construction on any Home shall create any right to a mechanic's or materialmen's lien against any other Homes or against the Common Elements. Each Owner (the "Contracting Owner") agrees to indemnify the other Owners and the Association against all loss and expense, including attorneys' fees, incurred by the other Owners and the Association on account of any lien claims asserted by persons claiming by, through or under the Contracting Owner or his agents, contractors or subcontractors.

11.09 Regulations. Rules and regulations concerning the use of the Project may be promulgated from time to time by the Board and shall be observed by all Owners, their lessees, licensees, invitees, and employees.

11.10 Access. The Association or its agents shall have access to each Home from time to time during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or. replacement of any of the Common Elements or other Homes. The Association or its agents shall also have access to each Home at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Home.

11.11 Use by Developer. Any provision hereof which might be construed to the contrary notwithstanding, Developer may use any Home owned by Developer and the Common Elements to facilitate and complete the development of the Project and the sale of the Homes, including without limitation (a) the use of the Common Elements for construction, excavation, trading, landscaping, packing, storage, and sales activities; (b) the maintenance and operation of sales offices and model homes for sales purposes; and (c) the display of signs to aid in the sale of unsold Homes.

11.12 Pets. No animals shall be kept within the Project, except that any Owner may keep a reasonable number of household pets subject to the rules and regulations of the Association. Any such household pets shall be kept on leashes at all times that they are within the Project. It shall be the obligation of each Owner keeping a pet within the Project to control it in accordance with the regulations of the Association. Each Owner keeping a pet within the Project shall be obligated to the Association and any other

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Owner for any damage done by the animal to the Common Elements or the Home. of. such other Owner, respectively.

11.13 Occupancy. No Home shall be occupied for living or sleeping purposes by more persons that it was designed to accommodate safely. For the. purpose of the foregoing sentence, each Home shall be deemed to have been designed to accommodate safely a maximum of two permanent occupants per bedroom.

11.14 Enforcement. The Board shall be empowered to compel compliance by Owners and to punish Owners for noncompliance with the Declaration, the Articles, these Bylaws and all duly adopted rules and regulations of the Association by all legal means, including the imposition of fines, the suspension of rights to use the General Common Elements and of voting rights, without abatement of assessments, plus all other means and remedies available to the Board at law, in equity and under the Declaration, the Articles, these Bylaws and any duly adopted rules and regulations of the Association.

NOTE: Section 11.14, as set forth above, reflects the changes of the Third Amendment to the Bylaws, adopted May 14, 1984. The original language is set forth below.

11.14 Enforcement. The Board shall be empowered to compel compliance by Owners and to punish Owners for noncompliance with the Declaration, the Articles and these Bylaws by reasonable means, including the imposition of fines and the suspension of rights to use General Common Elements and voting rights, without abatement of assessments.

ARTICLE XII
MORTGAGES

12.01 Notification of Association. Any Owner who mortgages his Home shall notify the Association of the name and address of the mortgagee, and the Association shall keep a record of such information. The Association shall endeavor to notify such mortgagee of any unpaid assessments due from the Owner of such Unit at the same time as the Association makes demand on the Owner of the Home for payment of such assessment, but the failure of the Association for any reason to so notify such mortgagee shall not impair any of the Association's rights against the Owner of the Unit.

12.02 Notification of Mortagees. The Association shall, upon request of any mortgagee appearing in the records described in Section 12.01 notify such mortgagee of the name of each company issuing any policy of insurance obtained by the Association.

ARTICLE XIII
DEFAULT

13.01 Definition. Failure by any Owner to comply with any provision of the

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Declaration, the Articles, these Bylaws or any of the duly adopted rules and regulations of the Association shall constitute an event of default by such Owner and shall be grounds for relief) which relief shall include) without limitation, the institution of a suit at law or in equity, the collection of all unpaid amounts plus accrued interest, foreclosure of the lien on said Owner's Home as described in Section 7.08 hereof, plus all other remedies available to the Association at law, in equity or under the Declaration, the Articles, these Bylaws and any duly adopted rules and regulations of the Association.

13.02 Costs. The Association shall be entitled to recover from any Owner who commits a default all costs Incurred by the Association on account of such default, including) but not limited to, attorneys' fees, collection costs and other expenses..

NOTE: Sections 13.01 and 13.02, as set forth above, reflect the changes of Amendment Three to the Bylaws, adopted May 14, 1984. The original language is set forth below.

13.01 Definition. Failure by any Owner to comply with any provision of the Declaration, the Articles, or these Bylaws or duly adopted rules and regulations of the Association shall constitute an event of default by such Owner and shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages and injunctive relief, or any combination thereof.

13.02 Costs. The Association shall be entitled to recover from. any Owner who commits a default all costs incurred by the Association on account of such default, including reasonable attorneys' fees and expenses.

13.03 No Waiver. The failure of the Association, the Board, or any 0wn.er to enforce any right or provision which may be granted by the Declaration, the Articles, these Bylaws or rules and regulations of the Association shall not constitute a waiver of the right of the Association, the Board, or any such Owner to enforce such right or provision in the future.

ARTICLE XIV
AMENDMENT

Prior to the first annual meeting of Owners, these Bylaws may be amended by the Developer. Thereafter, these .Bylaws (as opposed to the Declaration) may be amended from time to time at a meeting of the Owners, upon the affirmative vote of a majority of the Percentage Interests of the Owners present at such meeting, including Developer if Developer owns five (5) or more Homes. Any amendment must be in writing and must be duly recorded. Nothing herein shall authorize any amendment which shall (a) discriminate against any Owner or any person or entity contractually bound to purchase any Home from Developer unless such Owner, person or entity shall consent in writing; (b) change any Home or increase any Owner's proportionate share of the Association Expenses unless the Owner of the Homes concerned or any person or entity contractually bound to purchase such Home from Developer and all mortgagees of such Home shall consent in writing; (c) impair the rights of any mortgagee of any Home unless such

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mortgagee shall consent in writing; (d) impair the rights or increase the obligations of Developer unless it shall consent in writing; or (e) be prohibited by any statute or law.

ARTICLE XV
MISCELLANEOUS

15.01 Limited Liability, Indemnification. Neither Developer, the Association, the Board, nor any officer, agent, or employee of any of the same shall be liable to the Association or any Owner for any action or failure to act with respect to any matter so long as such person or entity was not guilty of gross negligence or willful misconduct in taking such action or failing to act. The Association shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the Association, against expenses actually and necessarily incurred by such person and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which such person is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director officer or employee at the time such costs or expenses, are incurred or imposed) except in relation to matters as to which such person shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether, or not a quorum, that it was to the interests of the Association that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under any Bylaw, agreement, vote of Owners or otherwise.

15.02 Checks. All checks or demands for money and notes, of the Association shall be signed by such officer or officers or such other person or persons (including, but not limited to the management agent) as the Board may from time to time designate.

15.03 Seal. The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

15.04 Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration or the Articles, then the Declaration and the Articles shall be controlling.

15.05 Severability. If any provision of these Bylaws is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect or impair in any manner whatsoever any other provision hereof or the remaining portions of any provision held to be partially invalid or unenforceable.

15.06 Table of Contents; Headings. The table of contents and headings used in these Bylaws have been inserted for convenience only and do not constitute matter to be

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construed in interpretation.

15.07 Number and Gender. When used in these Bylaws, the singular shall include the plural and the plural the singular, and words of any gender shall include all other genders, as the context may require.

15.08 Successors and Assigns. These Bylaws shall be binding upon and shall inure to the benefit of all Owners, the Association, the Directors, and the officers of the Association, and their respective heirs, legal representatives, successors and assigns.

ADOPTED as of the 9th day of March, 1981.

U. S. LEND LEASE INC

By /s/
John H. Lawrence
Senior Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared JOHN H. LAWRENCE, Senior Vice President of U. S. LEND LEASE INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 9th day of March, 1981.

/s/ Teresa M. Taylor
Notary public in and for
Dallas County, Texas

Teresa M. Taylor
(Print Name of Notary

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EIGHTH AMENDMENT TO THE BYLAWS
OF
THE BEVERLY ON TURTLE CREEK CONDOMINIUMS

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

THIS EIGHTH AMENDMENT TO THE BYLAWS OF THE BEVERLY ON TURTLE CREEK CONDOMINIUMS ("this Eighth Amendment") is made as of the 6th day of October, 2011, The Beverly on Turtle Creek Condominium Association ("the Association").

W I T N E S S E T H:

WHEREAS, U. S. Lend Lease, Inc. ("Declarant") recorded that certain Condominium Declaration [for] The Beverly on Turtle Creek Condominiums at Volume 81049, Page 1306 *et seq.* of the real property records of Dallas County, Texas, on or about March 9, 1981 ("the Declaration"); and

WHEREAS, the Bylaws of The Beverly on Turtle Creek Condominiums are attached to the Declaration as Exhibit D ("the Bylaws"); and

WHEREAS, Article XIV of the Bylaws provides that the Bylaws may be amended at a meeting of the Owners upon the affirmative vote of a majority of the Percentage Interests of the Owners present at such meeting; and

WHEREAS, on the 16th day of May, 2008, the Seventh Amendment of the Bylaws was erroneously entitled as the Sixth Amendment of the Bylaws; and

WHEREAS, the following amendment of the Bylaws was approved by the affirmative vote of a majority of the Percentage Interests of the Owners present at a duly noticed and conducted meeting of the Owners held on October 6, 2011;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. **Amend Article IX, Section 9.01(a) by deleting it entirely and replacing it with the following:**

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INSURANCE

9.01 Insurance To Be Obtained by the Association. The Association shall obtain and maintain to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, and with water damage, vandalism and malicious mischief endorsements insuring all improvements, including all of the Homes and Improvements and Betterments installed by Owners and fixtures initially installed therein by Developer (but not including furniture, furnishings or other personal property supplied or installed by Owners), together with all air conditioning and other service machinery installed by Developer or the Association contained therein, covering the interests of the Association and all Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of such Improvements excluding foundation and excavation costs. Each of such policies shall contain a standard mortgagee clause in favor of each mortgagee of a Home, subject, however, to the loss payment provisions in favor of the Association hereinafter set forth. Such policies shall contain an "agreed amount endorsement" or its equivalent and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or equivalent.

IN WITNESS WHEREOF, the undersigned officer has executed this Eighth Amendment as of the date above written.

THE BEVERLY ON TURTLE CREEK CONDOMINIUM ASSOCIATION

By: Grover Hartt, III
Grover Hartt, III
Its: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for the said county and state, on this day personally appeared Grover Hartt, III, President of The Beverly on Turtle Creek Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he had

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executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of October, 2011.

Lori M. Lloyd

Notary Public in and for the State of Texas

My Commission Expires: 9-12-2012

AFTER RECORDING RETURN TO:
Worth Ross Management Co., Inc.
3710 Rawlins Street, Suite 850
Dallas, Texas 75219

LORI M. LLOYD
MY COMMISSION EXPIRES
September 12, 2012

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Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
02/09/2012 10:51:20 AM
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