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AMENDED AND RESTATED

BY-LAWS

OF

TOWNEOAKS TERRACE CONDOMINIUM ASSOCIATION

(A Texas Non-Profit Corporation)

Dallas County, Texas

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OF
TOWNEOAKS TERRACE CONDOMINIUM ASSOCIATION
(A Texas Non-Profit Corporation)

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AMENDED AND RESTATED
BY-LAWS
OF
TOWNEOAKS TERRACE CONDOMINIUM ASSOCIATION
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

- 1.1 **NAME.** The name of the organization shall be TowneOaks Terrace Condominium Association

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 **PURPOSE.** The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Dallas, State of Texas which Property is described in Exhibit "A" to the Condominium Declaration for Fleetwood Oaks I Condominium filed for record on January 9, 1980, at Volume 80006, Page 2330 *et seq.* of the Deed Records of Dallas County, Texas (the "Condominium Declaration") which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 **OWNER OBLIGATION.** All present or future owners, tenants, future tenants or any other person who might use the facilities of the Project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the Condominium Units (hereinafter referred to as "Units") of the Project or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified and will be strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 **MEMBERSHIP.** Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such Membership shall terminate without any

formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the TOWNEOAKS TERRACE CONDOMINIUMS during the period of such Ownership and Membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such Ownership and Membership and the covenants and obligations incident thereto. No certificate of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever Ownership of the Condominium Unit designated thereon is terminated.

3.2 **VOTING.** Unit Ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is fifty-six (56). The combined weighted votes calculated in accordance with Exhibit "C" of the Condominium Declaration shall equal one hundred percent (100%).

3.3 **MAJORITY OF UNIT OWNERS.** As used in these By-Laws the term "Majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast as further set forth in Article IX, Section 9.1 of these By-Laws.

3.4 **QUORUM.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Unit Owners" as defined in Paragraph 3.3 of this Article shall constitute a quorum.

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

ARTICLE IV

ADMINISTRATION

4.1 **ASSOCIATION RESPONSIBILITIES.** The Owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as the "Association", who will have the responsibility of administering the Condominium Project through a Board of Directors.

4.2 **PLACE OF MEETINGS.** All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may permitted by law and from time to time fixed by the Board of Directors and designated in the notices of such meetings.

4.3 **ANNUAL MEETINGS.** Annual meetings shall be set by the Board of Directors so as to occur during the month of January each year on a date and at a time set by the Board of Directors.

4.4 **SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by at least one-tenth (1/10) of the Owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless the consent of four-fifths (4/5) of the Owners present, either in person or by proxy, is obtained at such meeting.

4.5 **NOTICE OF MEETINGS.** The Secretary or managing agent shall send notices of annual and special meetings to each Member of the Association. Notice can be sent by (i) first class mail, postage pre-paid, addressed to the Owner's last known post office address as shown on the records of the Association, (ii) electronic message at the electronic message address provided by the Owner or to which the Owner consents and as being shown as the Owner's last known electronic message address on the records of the Association, (iii) personal delivery to the Owner by hand or leaving such notice at the Owner's residence in the Owner's absence, (iv) facsimile transmission to a facsimile number provided by the Owner and as being shown as the Owner's last known facsimile number on the records of the Association, or (v) by any other means that may be allowed by law. Such notice shall be sent not less than ten (10) days nor more than sixty (60) before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. If requested, any Mortgagee of Record and its designee may be entitled to receive similar notice.

4.6 **ADJOURNED MEETING.** If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.7 **ORDER OF BUSINESS.** The order of business at all meetings of the Owners of Units shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Approval of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

ARTICLE V

BOARD OF DIRECTORS

5.1 **NUMBER AND QUALIFICATION.** The affairs of this Association shall be governed by a Board of Directors, composed of no less than three (3) and no more than five (5) persons, all of whom must be Owners and all of whom must be current in all assessment obligations to the Association. No person, and his or her spouse, domestic partner, or co-Owner if said Unit is owned by more than one person, may serve on the Board of Directors at the same time. In the case of an Owner which is not a natural person, the person designated in writing to the Secretary of the Association as the representative of such Owner shall be eligible to serve as a Director; provided, said Owner may not have more than one representative on the Board of Directors at a time. The Board of Directors will consist of five (5) members elected at the annual meeting, with staggered two year terms. In the event there are not five (5) owners willing to serve, the quorum of owners that are present can choose by majority vote to have a three (3) member Board of Directors until the next annual meeting.

5.2 **POWERS AND DUTIES.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration directed to be exercised and done by the Owners.

5.3 **OTHER POWERS AND DUTIES.** The Board of Directors shall have the following duties:

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.
- b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulations shall be delivered or mailed via first class U.S. mail, electronic mail, facsimile, or by any other means allowed by law, to each Member promptly upon the adoption thereof.)
- c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.
- d. To insure and keep insured all of the insurable General Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Condominium Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep insured all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.
- e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board of Directors to adjust, decrease or increase the amount of the monthly assessments subject to the provisions of the Condominium Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional Expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.
- f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Condominium Declaration and these By-Laws.
- g. To protect and defend the entire premises from loss and damage by suit or otherwise.
- h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the General Common Elements.
- i. To enter into contracts within the scope of their duties and power.
- j. To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant once each year. The Association shall cause to be prepared and delivered annually to each Owner who makes a written request for such, an audited statement showing all receipts, expenses or disbursements since the last such statement period. Such audited financial statements shall be available to any First Mortgagee of a Unit on written request. The Association may deliver a copy of the audit to any Owner or any First Mortgagee that may make a written request for such, by any means determined by the Board of Directors, including by first class U. S. mail, electronic delivery, facsimile, hand delivery or otherwise.

- l. To meet, in any way allowed by law, at least once each quarter.
- m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.
- n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium Ownership.

5.4 **ELECTION AND TERM OF OFFICE.** At the annual meeting of the Association directors shall be elected and shall serve for a term of two (2) years. At the expiration of the term of each member of the Board of Directors that was elected, a successor shall be elected to serve for a term of two (2) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

5.5 **VACANCIES.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 **REMOVAL OF DIRECTORS.** At any regular or special meeting of the Owners duly called, any one (1) or more of the Directors may be removed with or without cause by a Majority of Unit Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given notice of the meeting and an opportunity to be heard at the meeting.

5.7 **ORGANIZATION MEETING.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

5.8 **REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held at such time and place, and in such fashion, as shall be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone, electronic message, facsimile, or in any way allowed by law, at least three (3) days prior to the day named for such meeting.

5.9 **SPECIAL MEETINGS.** Special meeting of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days

personal notice to each Director by mail, telephone, electronic message, facsimile, or in any way allowed by law, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 **WAIVER OF NOTICE.** Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by said Director of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

5.11 **BOARD OF DIRECTOR'S QUORUM.** At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, at which a quorum is present, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

5.12 **FIDELITY BONDS.** The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

6.1 **DESIGNATION.** The officers of the Association may be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors.

6.2 **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

6.3 **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

6.4 **PRESIDENT**. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the TowneOaks Terrace Condominium Association.

6.5 **VICE PRESIDENT**. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required from time to time by the Board of Directors.

6.6 **SECRETARY**.

a. The Secretary, as may be assisted by a managing agent, shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct; and said person shall, in general, perform all the duties incident to the office of the Secretary.

b. The Secretary shall compile, or shall cause to be compiled, and keep up to date at the principal office of the Association, or other designated location, a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall show opposite each Member's name, the number of Members and the parking space assigned for such in connection with such Unit. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 **TREASURER**. The Treasurer, as may be assisted by a managing agent, shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to any Member who makes a written request for such; and perform all other duties assigned to him/her by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 **MANAGEMENT COMPANY.** The Board of Directors may enter into a Management Agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Condominium Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. **Fiscal Management.**

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for the Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board of Directors and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board of Directors.

(6) Mail or otherwise deliver notices of delinquency to any Owner in arrears, and exert reasonable efforts to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. **Physical Management.**

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved by operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board of Directors.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

(5) Perform any other projects with diligence and economy in the Board of Directors's best interests.

c. **Administrative Management.**

(1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.

(2) Obtain and analyze bids for insurance coverage as may be specified in the Condominium Declaration and/or these By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up on payment; act as the Board of Directors's representative in negotiating settlement.

(3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.

(4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.

(5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.

(6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.

(7) Represent an absentee Owner when requested.

(8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 **INDEMNIFICATION.** The Association shall indemnify every Director or officer, his/her heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his/her duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Condominium Declaration as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 **ASSESSMENTS.** All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses as defined in the Condominium Declaration. The assessments shall be made pro rata according to the proportionate share of the Unit Owner in and to the General Common Elements and shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he/she is current in the assessments made or levied against him/her and the Condominium Unit owned by him/her.

9.2 **GENERAL.**

- a. Each Owner shall comply strictly with the provisions of the Condominium Declaration.
- b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 **USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.** Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 **DESTRUCTION OR OBSOLESCENCE.** Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his/her Attorney-In-Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 **BY-LAWS.** These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the General Common Elements. In no event shall the By-Laws be amended to conflict with the Condominium Declaration. In the event of a conflict between the two (2) documents, the Condominium Declaration shall control.

ARTICLE XI

MORTGAGES

11.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages a Unit shall notify the Association through the President or managing agent of the Association giving the name and address of his/her Mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

11.2 **NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a Mortgagee of a Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 **LEGAL REQUIREMENTS.** These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act, Chapter 81 of the Texas Property Code. If any of these By-Laws conflict with the provisions of said statute, or with any of the applicable provisions of the Texas Uniform Condominium Act, as set forth in Chapter 82 of the Texas Property Code, it is hereby agreed and accepted that the provisions of those statutes will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 **NON-PROFIT PURPOSE.** This Association is a non-profit corporation. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or as compensation to, or distributed to or inure to the benefit of, any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association, and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his/her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 **ADDRESS.** The principal office of the Association shall be located at such suitable and convenient place or places as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

15.1 **AUTHORIZED AGENTS.** The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

ARTICLE XVI

CORPORATE SEAL

16.1 **CORPORATE SEAL**. The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation, the state of incorporation, year of incorporation and the words, "Corporate Seal".

ARTICLE XVII

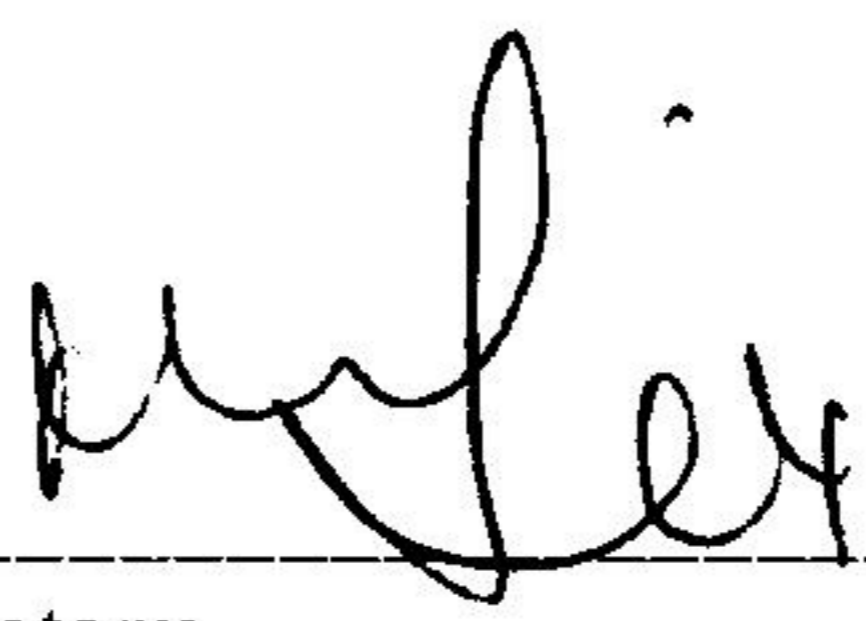
DEFINITION OF TERMS

17.1 **DEFINITIONS OF TERMS**. The terms used in these By-Laws, to the extent they are defined in said Condominium Declaration, shall have the same definition as set forth in the Condominium Declaration, as the same may be amended from time to time, recorded in the Office of the County Clerk of Dallas County, Texas.

CERTIFICATE


I HEREBY CERTIFY that the forgoing is a true, complete and correct copy of the Amended and Restated By-Laws of TowneOaks Terrace Condominium Association, a Texas non-profit corporation, as approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the General Common Elements at a duly constituted meeting for such purpose of the Owners held on the 17th day of November, 2011.

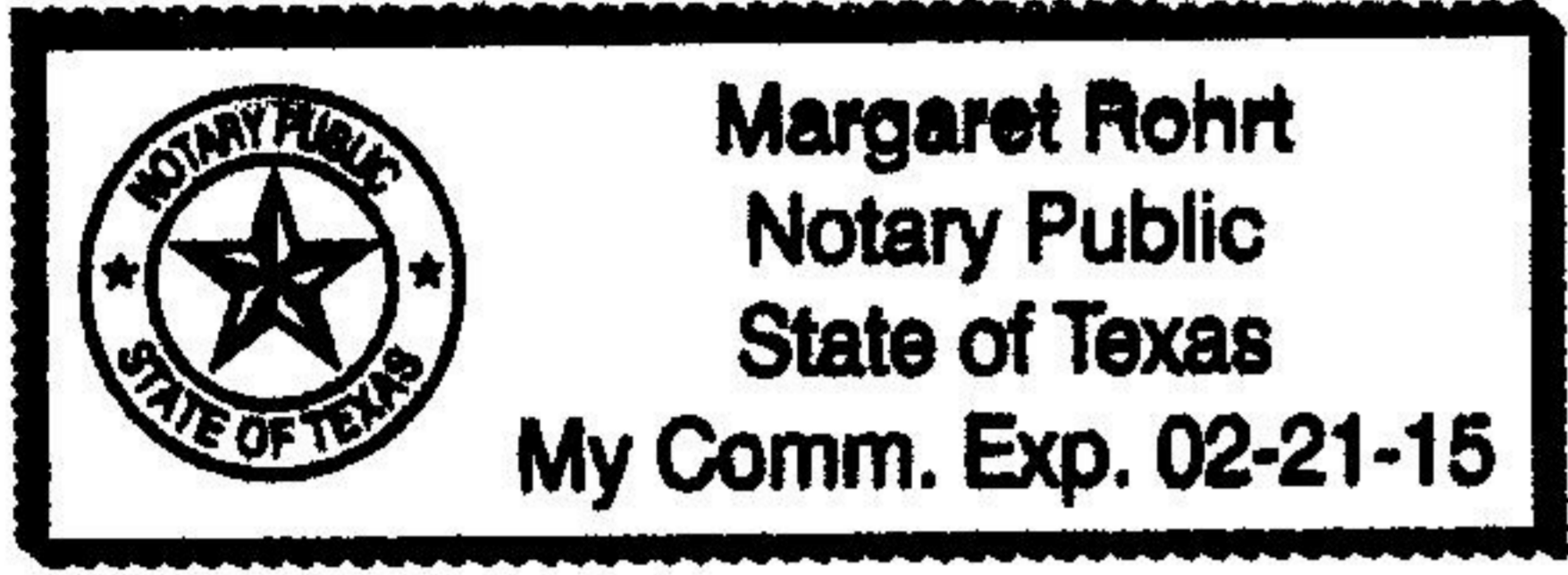
IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 2nd day of December, 2011.


Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 2nd day of DECEMBER, 2011 by DANIEL
McGinn, Secretary of TowneOaks Terrace Condominium Association, Inc., a Texas non-profit
corporation, on behalf of said corporation.


Margaret Rohrt
Notary Public, State of Texas
My commission expires 02/21/15



Unofficial Copy

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
12/06/2011 02:02:56 PM
\$88.00





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