

THIRD AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR TURTLE CREEK NORTH
[Amended and Restated Bylaws]

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

This **THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR TURTLE CREEK NORTH** (this "Third Amendment") is made and entered into as of the 24th day of November, 2014, by the membership of the Turtle Creek North Condominium Association, a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Turtle Creek North, Inc., a Texas Corporation, ("Declarant") recorded the "Declaration of Condominium for Turtle Creek North" on or about August 29, 1978 at Volume 78168, Page 3428 *et seq.* of the Deed Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the By-Laws of Turtle Creek North Condominium Association were adopted as the Bylaws of the Association, and recorded as Exhibit C to the Declaration at Volume 78168, Page 3428 *et seq.* of the Deed Records of Dallas County, Texas (the "Original Bylaws"); and

WHEREAS, the Articles of Incorporation of Turtle Creek North Condominium Association was filed with the Texas Secretary of State on June 9, 1978, creating the Association's corporate entity (the "Articles of Incorporation"); and

WHEREAS, on or about October 18, 1978, the Declaration was amended by the [First] Amendment to Declaration of Condominium for Turtle Creek North, recorded at Volume 78203, Page 1385 *et seq.* of the Deed Records of Dallas County, Texas (the "First Amendment"); and

WHEREAS, on or about July 2, 1990, the Declaration was amended by the [Second] Amendment to Declaration of Condominium for Turtle Creek North, recorded at Volume 90128, Page 2355 *et seq.* of the Deed Records of Dallas County, Texas (the "Second Amendment"); and

WHEREAS, pursuant to Article VII of the Original Bylaws, the Original Bylaws may be amended only by means of an amendment to the Declaration, as provided in the Declaration; and

WHEREAS, pursuant to Section 22 of the Declaration, the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission and signed and acknowledged by Unit Owners owning not less than eighty percent (80%) of the total ownership of the Common Elements; and

WHEREAS, Section 82.067 of the Texas Uniform Condominium Act provides that the Declaration may be amended only by vote or agreement of Unit Owners to which at least 67 percent of the votes in the Association are allocated, or any larger majority the Declaration specifies; and

WHEREAS, Unit Owners representing at least eighty percent (80%) of the total votes in the Association voted to amend the Declaration by amending and restating the Original Bylaws attached to the Declaration as Exhibit C.

NOW, THEREFORE, Exhibit C to the Declaration is amended by replacing the Original Bylaws of the Association with these Amended and Restated Bylaws (the "Bylaws"):

1. Exhibit C to the Declaration is deleted in its entirety and replaced with the document attached hereto as Exhibit C.
2. Except as modified by the First Amendment, Second Amendment and this Third Amendment, the Declaration shall remain in full force and effect.

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**EXHIBIT C TO THE
DECLARATION OF CONDOMINIUM FOR TURTLE CREEK NORTH**

**AMENDED AND RESTATED BYLAWS
OF
TURTLE CREEK NORTH CONDOMINIUM ASSOCIATION**

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Article I

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. Each owner of a Unit in the Association shall be a "Member" of the Association, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are specifically incorporated herein by reference.

Section 2. Principal Office. The principal office of the Association in the State of Texas shall be located in Dallas County. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors of the Association (the "Board") may determine or as the affairs of the Association may require.

Section 3. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

Section 4. Regular Meetings. Regular annual meetings of the Members shall be set by the Board so as to occur within thirty (30) days of the anniversary of the prior year's annual meeting, on a date and at a time set by the Board.

Section 5. Special Meetings. The President may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of a majority of the Board, or upon a petition signed by Members representing at least twenty percent (20%) of the total votes of the Association.

Section 6. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally, by mail or by electronic mail, to each Member not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In order to receive electronic mail notifications, each Member with an e-mail address should keep his or her electronic mail address updated and registered with the Association.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If electronically mailed, the notice of a meeting shall be deemed to be delivered when the Association electronically transmits the notice to the Member's registered electronic mail address as it appears on the records of the Association.

Section 7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any

meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

Section 8. Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, one additional meeting may be called, subject to the notice requirements set forth in Section 5 above, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by Members representing at least a majority of the votes required to constitute a quorum.

Section 9. Voting Rights. The voting rights of the Members shall be as set forth in the Declaration and these Bylaws, and the Declaration's voting rights provisions are specifically incorporated herein. If any Unit Owner consists of more than one person or entity, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons or entities constituting such Unit Owner.

Section 10. Voting Methods. Members may vote in person, by proxy, by absentee ballot or by electronic ballot except as specifically provided otherwise in the Declaration or these Bylaws. An electronic ballot means a ballot given by (i) electronic mail, (ii) facsimile, or (iii) posting on an Internet website, for which the identity of the Member can be confirmed and for which the Member may receive a receipt of the transmission and receipt of the Member's ballot. All proxies, absentee ballots and electronic ballots shall be in writing, dated, signed by the Member and filed with the Secretary or other person designated by the Board to receive proxies/ballots before the appointed time of each meeting. If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the website posting. Proxies and absentee ballots shall be deemed to have been filed upon the Secretary's or other designated person's receipt of the proxy/absentee ballot by mail, electronic mail, facsimile or hand delivery. Ballots cast electronically shall be deemed to have been filed upon receipt by the Secretary or other designated person of the electronic ballot as evidenced by a facsimile confirmation receipt or an electronic transmission receipt. Electronic ballots must be filed at least three (3) hours prior to the time of the meeting. Electronic ballots which are electronically mailed from the Member's registered electronic mail address shall be deemed to be signed by the Member. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Unit, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 11. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners or other group, as the context may indicate, totaling more than fifty percent (50%) of the total number.

Section 12. Quorum. The presence in person, by proxy, by absentee ballot or by electronic ballot of Members representing at least fifty percent (50%) of the votes of all Members shall constitute a quorum at all meetings of the Members. Absentee or electronic ballots may be counted towards a quorum only for items appearing on the ballot.

Section 13. Conduct of Meetings. The President, or in his or her absence, the Vice President, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 14. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by a sufficient number of Members as would be necessary to take that action at a meeting at which all of the Members were present and voted, and any such consent shall have the same force and effect as a unanimous vote of the Members. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force as a vote of Members at a meeting. Each written consent shall bear the date of the signature of each Member who signs the consent. Within ten (10) days following authorization of any action by written consent, the Association shall give notice to all Members of the material features of the authorized action.

Article II

Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by the Board, each of whom shall have one vote. Directors shall be Members or spouses of such Members and must reside in the Unit; provided, however, no person and his or her spouse may serve on the Board at the same time unless each spouse is a Member of the Association. In the case of a Member which is not a natural person, the above residency requirement shall not apply, and the person designated in writing to the Secretary of the Association as the representative of such Member shall be eligible to serve as a Director. Members who have been convicted of a felony or crime involving moral turpitude, or Members who are currently more than ninety (90) days delinquent in the payment of assessments to the Association may not serve as a Director. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant and may be filled as provided in Section 4 below.

Section 2. Number, Election and Term of Office of Directors. The Board shall consist of five (5) Directors. As of the date of adoption of these Bylaws, there are six (6) directors. At the regular annual meeting first following the adoption and recordation of these Amended and Restated Bylaws, two (2) Directors will have terms that are expiring but only one (1) Director will be elected at that time to serve a term of three (3) years. At each annual meeting thereafter, Directors shall be elected for staggered terms with two (2) Directors being elected most years and one (1) director elected at every third election. Directors shall hold office until their respective three-year terms have expired. At the expiration of the term of office of each such member of the Board, a successor shall be elected to serve for a term of three (3) years. No Director may serve more than two (2) consecutive terms on the Board.

Section 3. Nomination and Election Procedures.

(a) Nominations. Nominations for election to the Board, if any, may be made from the floor or by written request of a Member to the Secretary or other person. Any Member whose nomination is received by the Secretary or other designated person at least ten (10) days prior to the delivery of the annual meeting notice shall be included on the proxy/absentee ballot of the Association provided with the notice of the annual meeting. Any Member whose nomination is received after this period as well as any Member nominated from the floor at the annual meeting shall be included among the nominees running for election to the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board may adopt additional rules governing the procedures for the nomination of Directors.

(b) Election Procedures. Each Member may cast all votes attributed to the Units which such Member represents for each vacancy to be filled. A candidate, or his or her parent, child, brother, sister, grandparent, grandchild, great grandparent, great grandchild, aunt, or uncle may not count the votes for an election. A person who is authorized to count votes may not disclose to any other person how a Member voted; provided, however, that in the event of a recount, the person conducting the recount may be provided access to the ballots for purposes of the recount. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled and who receive the greatest number of votes shall be elected. The Directors elected by the Members shall hold office until the expiration of his or her term and until his or her successor is duly elected and qualified. No Director may serve more than two (2) consecutive terms on the Board.

(c) Recount. A Member may request, in writing, a recount of the votes cast for the election of Directors no later than the fifteenth (15th) day after the date of the election. Upon the Board's timely receipt of a written request for a recount, the Board shall engage the services of a person qualified to tabulate the votes. This person must (i) not be a Member of the Association or related to a Member of the Board; and (ii) be a current or former county judge, county elections administrator, justice of the peace, county voter registrar, or a person mutually agreed upon by the Board and the requesting Member. The Member requesting the recount shall pay, in advance, the cost of the recount, including any fees payable to the person performing the recount. If the recount results in a change in the candidates who are elected to the Board, the Association shall reimburse the requesting Member any costs so advanced. Any recount must be completed no later than the thirtieth (30th) day after the date which is the later of (i) the Board's receipt of the

recount request, or (ii) the Board's receipt of the requesting Member's advance payment for costs. After the recount is completed, the Association shall provide written notice of the results of the recount to each Member who requested the recount.

Section 4. Removal of Directors; Vacancies. Any Director may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such Director. Notwithstanding anything to the contrary in the Declaration or these Bylaws, any Director who shall be absent from three (3) or more regular meetings of the Board in any twelve (12) month period may be removed as a Director by a majority vote of the remaining Directors, with or without other cause. Upon any such removal by the Directors, a successor Director may be appointed by the Board to fill such vacancy for the remainder of the removed Director's term.

Any Director who is convicted of a felony or crime involving moral turpitude shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. Any Director who becomes delinquent following election to the Board shall be given notice and an opportunity to cure such delinquency. Thereafter, if the Director fails to cure the delinquency within thirty (30) days of such notice, the Director shall be automatically disqualified from service on the Board, and a successor may be appointed by the Board to fill the vacancy for the remainder of the Director's term.

In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor to serve for the remainder of the term of such Director. Alternatively, the Board may call for an election for the purpose of electing a successor to fill any such vacancy on the Board. In such case, the Members shall be entitled to elect a successor to serve for the remainder of the term of such Director.

B. Meetings.

Section 5. Regular Meetings. The first meeting of the Board following each annual meeting of the Members shall be held immediately following the annual meeting of the Unit Owners. The Board shall announce the actions taken at the organizational meeting, including the election of officers, at the next Board meeting and record those actions in the minutes of that meeting. Regular meetings of the Board shall be held at the Association's principal office at such time 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 with at least one (1) per quarter.

Section 6. Special Meetings. Special meetings of the Board shall be held when called by written notice signed in person or electronically by the President or by any two (2) Directors. Special meetings shall be held at the Association's principal office.

Section 7. Notice. Notice of the date, time and place of a regular or special meeting of the Board shall be communicated to Directors no less than forty-eight (48) hours prior to the meeting. For purposes of special meetings, the notice shall also specify the nature of any special business to be considered. If the Board schedules the date, time and location of the regular Board meetings at the first meeting of the Board following each annual meeting of the Members, no further notice shall be required to the Directors. Notices shall be given to each Director by one of the following methods: (i) by personal delivery; (ii) written notice by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (iv) by electronic mail, facsimile, computer, fiberoptics or other communication device. All such notices shall be given at the Director's telephone number, facsimile number, registered electronic mail address, or sent to the Director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, text message, electronic mail or other device shall be delivered or transmitted at least forty-eight (48) hours before the time set for the meeting.

Section 8. Waiver of Notice. Notice of a Board meeting is not required to be given to a Director entitled to notice if the Director signs a written waiver of notice of the meeting either before or after the meeting. The waiver of notice or consent need not specify the purpose of the meeting. Attendance or participation of a Director at a meeting constitutes a waiver of notice of the meeting, unless the Director attends a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Attendance or participation of a Director at a meeting constitutes a waiver of notice of a particular matter at the meeting that is not included in the purposes of the meeting described in the notice, unless the Director objects to considering the matter when it is presented.

Section 9. Telephonic and Electronic Meetings. Members of the Board or any committee may participate in a meeting of the Board or committee by means of conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can simultaneously communicate with one another. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 10. Quorum of Board. At all meetings of the Board, four (4) Directors shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a date and time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called, subject to the notice requirements set forth in Section 7 above. At the reconvened meeting, if a quorum is present, any business which might have transacted at the meeting originally called may be transacted without further notice.

Section 11. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total votes of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 12. Conduct of Meetings. The President, or in his or her absence, the Vice President, shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 13. Open Meetings. Meetings of the Board must be open to the Unit Owners, subject to the right of the Board to adjourn the meeting and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

C. Powers and Duties.

Section 14. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, these Bylaws, or the Articles of Incorporation (collectively the "Governing Documents"), or by law directed to be done and exercised exclusively by the Members or the membership generally.

Section 15. Duties. The duties of the Board shall include, without limitation, the following:

(a) election and removal of the officers of the Association, as hereinafter provided.

(b) adoption and amendment of budgets for revenues, expenditures and reserves;

(c) making assessments to defray the common expenses, and establishing the means and methods of collecting such assessments, including the application of payments;

(d) providing for the operation, care, upkeep and maintenance of the Common Elements;

(e) designating, hiring and dismissing the managing agents and other employees, agents and independent contractors necessary for the operation of the Association and the maintenance, operation, repair and replacement of its property and the Common Elements and, where appropriate, providing for the compensation of such personnel and for the purchase of

equipment, supplies and materials to be used by such personnel in the performance of their duties;

(f) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to operate the Association; provided, any reserve fund may be deposited in the Directors' best business judgment, in depositories other than banks;

(g) imposing interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given, reasonable fines for violations of the Declaration, these Bylaws and any rules or regulations of the Association;

(h) making and amending rules and regulations regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Units and Common Elements, to the extent the regulated actions affect Common Elements or other Units;

(i) regulating the use, maintenance, repair, replacement, modification and appearance of the Property;

(j) entering a Unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the Common Elements, another Unit or the occupants;

(k) opening of bank accounts on behalf of the Association and designating the signatories required;

(l) make contracts and incur liabilities relating to the operation of the Property and the Association;

(m) enforcing by legal means the provisions of the Governing Documents and instituting, defending, intervening in, settling or compromising litigation or administrative proceedings in the name of the Association on behalf of the Association or two or more Unit Owners on matters concerning the Association;

(n) purchasing insurance and fidelity bonds it considers appropriate or necessary;

(o) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Unit Owners;

(p) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(q) imposing and receiving payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Unit Owners; and

(r) granting easements, leases, licenses and concessions through or over the Common Elements.

Section 16. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) an annual report consisting of at least the following shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed or compiled basis, as determined by the Board, by a certified public accountant.

Section 17. Borrowing. The Association shall have the power to borrow money for any legal purposes and assign as collateral for the loan (i) the Association's right to future income, including the right to receive assessments, and (ii) the Association's lien rights. However, the Board shall obtain approval of a majority of the Members in the event that the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed one-twentieth (1/20) of the Association's estimated annual budget for that fiscal year.

Article III

Officers

Section 1. Officers. The officers of the Association shall be a President and Vice President, who must also be serving as Directors on the Board, as well as a Secretary and Treasurer, who need not be Directors, to be elected by the Board. The Board may appoint such

other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members and shall serve for a term of one (1) year.

Section 3. Removal and Vacancies. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board by a majority vote of the remaining members thereof for the unexpired portion of the term.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall maintain the books and records of the Association and keep minutes of any meetings of the Board and the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board.

Section 7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Article II, Section 11 of these Bylaws.

Article IV

Assessments

Section 1. Covenant to Pay. Each Unit Owner, by acceptance of a deed to his Unit, whether or not it shall be so expressed in such deed or other instrument of transfer, is deemed to covenant and agree to pay to the Association each assessment (as defined below in Section 3 of this Article IV) levied against such Unit Owner and his Unit pursuant to the Declaration and these Bylaws, and acknowledges receipt of a copy of the Declaration, these Bylaws and any rules and regulations of the Association. Upon transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges against the Unit due at the time of

conveyance unless expressly assumed by them. No Owner may waive or otherwise escape liability for or withhold payment of assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Elements, abandonment of his Unit, the Association's failure to perform its obligations, or inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority or for any other action taken or failed to be taken by the Association.

Notwithstanding any other provision contained in the Declaration or these Bylaws to the contrary, during the period in which a Unit is owned by the Association, the assessment which otherwise would be due and payable by the Unit Owner of such Unit shall be a Common Expense.

Section 2. Purpose of Assessments. The assessments levied for Common Expenses pursuant to the Declaration and these Bylaws are for the general purposes of promoting the recreation, welfare, common benefit and enjoyment of the Unit Owners and occupants of Units in the Property and are intended to be used for the purposes of defraying expenses related to the ownership, operation, maintenance, repair, replacement, furnishing, improvement and insurance of the Common Elements (including all personal property of the Association used in connection with the Common Elements) and such other costs as are incurred by the Association in exercising its rights and powers and performing its responsibilities under the Declaration, these Bylaws and any rules, regulations and resolutions of the Association.

Section 3. Types of Assessments.

(a) Regular Assessments.

(i) Not later than sixty (60) days prior to the beginning of the Association's fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Property during the coming fiscal year. The budget shall include as line items a reasonable provision for contingencies and a contribution to a reserve fund for the repair and/or replacement of capital improvements. Upon the Board's approval of the budget, the estimated cash requirement shall be allocated among all Units according to each Unit Owner's respective ownership interests in the Common Elements, as set forth in Exhibit B of the Declaration.

(ii) The Board shall send a copy of the budget, together with notice of the amount of each owner's proportionate share of the common expenses (the "Regular Assessment") to be levied pursuant thereto, to each Unit Owner at least thirty (30) days prior to the effective date of such budget. The failure to send the budget shall not relieve any Unit Owner of his obligation to pay his Regular Assessment.

(iii) In the event that the Board fails for any reason to determine the budget for any year, then the budget shall be the prior year's budget.

(b) Special Assessments.

(i) If the Regular Assessment proves inadequate for any year, or if the Association expects to incur expenses which were not anticipated at the time the budget was adopted, the Board may levy, assess and collect a special assessment (the "Special Assessment") in an amount equal to up one-twentieth (1/20) of the Association's estimated annual budget. Any Special Assessment in excess of one-twentieth (1/20) of the Association's estimated annual budget shall have the affirmative vote or written consent, or any combination thereof, of Unit Owners representing at least a majority of the votes in the Association.

(ii) Any Special Assessment shall be allocated among all Units according to each Unit Owner's respective ownership interests in the Common Elements, as set forth in Exhibit B of the Declaration.

(iii) All amounts collected by the Association as a Special Assessment shall be deposited by the Board in a separate bank account to be held in trust by the Association for the purpose for which it was levied.

(c) Individual Assessments. The Board shall have the power to levy an individual assessment ("Individual Assessment") against any Unit Owner and such Owner's Unit if:

(i) the conduct of such Unit Owner or any occupant of his Unit was in violation of any provision of the Declaration, these Bylaws, or any rules and regulations of the Association and resulted in a monetary fine being imposed against the Unit of such Unit Owner, in which case the fine shall constitute an Individual Assessment; or

(ii) the conduct of such Unit Owner or any occupant of his Unit resulted in damage to any portion of the Property which is the maintenance responsibility of the Association, in which case the costs incurred in repairing such damage and any applicable insurance deductible may be assessed as an Individual Assessment against such Unit Owner and his Unit;

(iii) the Unit Owner failed to perform any obligation under the Declaration, these Bylaws or any rules and regulations of the Association, and, after notice to the Unit Owner, the Association exercised its power to perform such obligation on behalf of the Unit Owner or incurred costs to obtain compliance, including attorney's fees, whether or not suit was filed, in which case the costs incurred by the Association may be assessed against such Unit Owner and his Unit as an Individual Assessment;

(iv) the Unit Owner, at the Unit Owner's request, receives benefits, items or services not provided to all Unit Owners, in which case the amount of the

benefit received may be assessed against such Unit Owner and his Unit as an Individual Assessment.

(v) the Declaration, these Bylaws or any rules and regulations of the Association, or the Texas Property Code otherwise provide for the levying of any other amount due the Association against a particular Unit Owner(s) or his Unit.

Failure of the Board to exercise its authority under this subsection (c) shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this subsection in the future.

Section 4. Payment of Assessments.

(a) Due Dates. Regular Assessments, Special Assessments and Individual Assessments (collectively, the "Assessments") shall be paid in such manner and on such dates as may be fixed by the Board. Unless otherwise provided by the Board, the Regular Assessments shall be paid in equal monthly installments due on the first (1st) day of each calendar month. Special Assessments and Individual Assessments, or any installment thereof if the Board has permitted that such Assessment may be paid in installments, shall be due and payable on or before the thirtieth (30th) day following the date of the invoice for such Assessment. All Assessments and related charges not paid on or before the fifteenth (15th) day following the due date shall be delinquent, and the Unit Owner shall be in default.

(b) Enforcement of Assessment Obligation. If any Assessment, or any allowed installment thereof, is delinquent, the Association shall be authorized to invoke the following rights and remedies, in addition to any other rights and remedies of the Association under the Texas Property Code, the Declaration, these Bylaws, any rules or regulations of the Association or Texas law:

(i) Interest. Any Assessment or installment thereof which is delinquent shall accrue interest from the due date thereof on the principal amount due at eighteen percent (18%) or the maximum lawful rate of interest per annum, whichever is less. Such interest, as and when it accrues, shall be added to and become a part of the Assessment and may be collected in the same manner as any Assessment.

(ii) Late Charges. The Board may levy reasonable late charges against a Unit Owner in default on payment of any Assessment or part thereof. Such late charges, as and when levied, shall be added to and become part of the Assessment upon which they have been levied and may be collected in the same manner as any Assessment.

(iii) Returned Check Fee. The Board may levy reasonable fees for each check that is dishonored for any reason by the drawee of such check. Such fees, as and when levied, shall be added to and become part of the Assessment for

which the dishonored check was tendered in payment and may be collected in the same manner as any Assessment.

(iv) Form of Payment. The Board may prescribe the form and method of payment by which delinquencies must be cured, such as by cashier's or certified check. Such instructions may be issued by the Board on a case-by-case basis, as circumstances warrant.

(v) Collection Expenses. A Unit Owner in default in payment of any Assessment or part thereof is also liable to the Association for collection expenses, including, but not limited to, reasonable attorney's fees and additional management fees or costs, incurred by the Association to collect such Assessment, interest and late charges. Such collection expenses, as and when incurred by the Association or its managing agent, if any, shall become part of the Assessment, the collection of which generated such expenses and may be collected in the same manner as any Assessment.

(vi) Suspension of Voting Privileges. The vote attributable to any Unit as to which Assessments are in default may be suspended by the Board so long as the default exists upon notice to the Unit Owner of the default and failure of the Unit Owner to cure the default within ten (10) days from the date of the notice.

(c) Cumulative Remedies. The preceding remedies are in addition to and not in substitution for all other rights and remedies which the Association may have under the Declaration, these Bylaws and any rules and regulations of the Association, as well as applicable law, including, without limitation, judicial or non-judicial foreclosure of the Association's assessment lien or pursuit of a personal judgment against the delinquent Unit Owner, as provided in Section 6 below.

Section 6. Lien to Secure Payment of Assessments; Subordination to Certain Mortgages.

(a) Creation of Lien. In order to secure payment of the Assessments levied under the Declaration and these Bylaws, a lien, which to the extent possible shall be a vendor's lien, was created and validly existing upon, from and after the recording date of the Declaration and the Original Bylaws on each Unit and on rents and insurance proceeds received by the Unit Owner and relating to the Unit Owner's Unit. This lien does hereby secure payment of Assessments, fees, charges, fines, reasonable attorney's fees, interest, late charges, collection expenses and any other amount due to the Association by the Unit Owner or levied against the Unit by the Association as authorized by this Article and/or the Condominium Acts. Such lien shall be prior and superior to all other liens, except (i) a lien for real property taxes and other governmental assessments or charges against the Unit, unless otherwise provided by Section 32.05, Texas Tax Code [Tex. Tax Code Ann. §32.05 (Vernon 1992), as amended from time to time]; (ii) a lien recorded before the Declaration is recorded; (iii) a first vendor's lien or first deed of trust recorded before the date on which the Assessment sought to be enforced becomes delinquent; and (iv) a lien for construction of improvements to a Unit or an assignment of the right to insurance proceeds on the Unit if the lien or assignment is recorded or duly perfected before the

date on which the assessment sought to be enforced becomes delinquent under these Bylaws. The lien shall be self-operative and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required.

To evidence the assessment lien, the Board may prepare, but is not required to prepare, a written notice setting forth (i) the amount of any unpaid indebtedness, including Assessments, interest, late charges, costs and reasonable attorney's fees; (ii) the name of the Unit Owner of the Unit; and (iii) a sufficient legal description of the Unit (the "Notice of Lien"). Such notice shall be signed and acknowledged by an officer or duly authorized agent or attorney of the Association and shall be recorded with the Clerk of the Real Property Records of Dallas County, Texas. The assessment lien will become enforceable from the date such Assessments became due and will continue so until all sums owing have been fully paid or otherwise satisfied. Upon timely curing of the default for which a Notice of Lien was filed by the Association, the Board shall cause to be recorded an appropriate Notice of Payment of such amounts. The cost of preparing and recording such Notice of Payment is the defaulting Unit Owner's expense, which, as and when incurred, will become an Assessment owing and, as such, will be subject to recovery in the manner provided herein for Assessments.

(b) Enforcement of Lien. Upon default in the payment of any Assessment, such lien may be enforced by judicial or non-judicial foreclosure in the same manner as a mortgage on real property under Texas law including, without limitation, the manner set forth in Tex. Prop. Code Ann. §51.002 (Vernon 1984) (the "Foreclosure Statute") and Section 82.113 of the Texas Uniform Condominium Act ("TUCA"), except that the Association may not foreclose its lien consisting solely of unpaid fines. In connection therewith, each Unit Owner grants the Association a power of sale to be exercised in accordance with the Declaration, these Bylaws, TUCA and the Foreclosure Statute. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association.

(c) Effect of Transfer on Lien. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent Assessments. However, the sale or transfer of any Unit pursuant to foreclosure of any lien having priority over the Association's lien pursuant to subsection (a) above shall extinguish the lien as to any installments of such Assessments due prior to such sale or transfer. Any mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of its prior lien shall not be personally liable for any installments of an assessment on such Unit due prior to such acquisition of title unless expressly assumed by them.

Section 7. Exempt Property. The following portions of the Property shall be exempt from the Assessments, charges and liens created under the Declaration and these Bylaws:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the City of Dallas and County of Dallas and devoted to public use;
- (b) All utility lines and easements; and
- (c) The Common Elements.

Section 8. Statement of Account. Any Unit Owner, mortgagee or person having executed a contract for the purchase of a Unit, and any lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association with respect to such Unit setting forth any amounts due and unpaid to the Association, including any Assessments, late charges, interest, fines or other charges, the amount of any credit for advance payments and prepaid items, and the amount of the current regular assessment and the due dates of each installment. The Association shall respond in writing within ten (10) days of receipt of the request for a statement. Such statement shall be binding on the Association as to the amount due on the Unit as of the date specified in such statement. The Association and/or its managing agent, if any, may require the advance payment of a fee for issuing such a statement.

Section 9. Expenditures. Except for any management agreement authorized by Article II hereof and expenditures and contracts specifically authorized by the Declaration or these Bylaws, the Board shall not approve any expenditure in excess of one-thirtieth (1/30) of the Association's estimated annual budget, unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than three (3) years without the prior approval of Unit Owners representing a majority of the votes in the Association.

Section 10. Notification to Lienholders. If a Unit Owner is delinquent in payment of Assessments to the Association, the Association may furnish a lien holder with information about the Property and the Unit Owner's obligations to the Association at the request of the lien holder.

Article V

Use and Occupancy Restrictions

Section 1. Prohibition of Damage, Nuisance and Noise. Nothing shall be done or kept on the Property which would increase the rate of insurance on the Property or any Unit or which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive or offensive activity shall not be carried on upon the Property.

No damage to or waste of the Common Elements shall be permitted by any Unit Owner or occupant. Each Unit Owner shall indemnify and hold the Association and the other Unit Owners harmless against all loss to the Association or other Unit Owners resulting from any such damage or waste caused by such Unit Owner or occupant of his or her Unit.

Section 2. Pets. No Unit Owner or Occupant may keep any animals, livestock or poultry other than generally recognized household pets such as dogs, household cats and small birds on any portion of the Property. The keeping of pets shall be subject to rules adopted by the Board, which may include a reasonable limitation on number and size. No Unit Owner or occupant may keep, breed or maintain any pet for any commercial purpose.

No animal determined in the sole discretion of the Board to be dangerous may be brought onto or kept on the Property at any time by any Unit Owner, occupant or guest of a Unit Owner or Occupant. The Board may cause the removal of any such animal from the Property should a Unit Owner or Occupant refuse to do so after notice from the Board.

Section 3. Rubbish, Trash and Garbage. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit, temporarily or otherwise, except as provided herein. Rubbish, trash and garbage shall be disposed of in disposable bags and placed in proper receptacles designated by the Board for collection or shall be removed from the Property.

Section 4. Temperature Within Units. During cool or cold weather and regardless of the status of use or occupancy of any Unit, each Unit Owner shall keep the heat maintained in his Unit at such reasonably high temperature as will be necessary to prevent freezing of water in the plumbing system and damage of any property. Any Unit Owner failing to maintain such level of heat shall be liable for all damages sustained therefrom by other Unit Owners and the Association.

Section 5. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be placed or stored outside the Unit.

Section 6. Window Treatments. All window treatments visible from outside the Unit must be approved in writing by the Board unless they are white or off-white in color.

Section 7. Replacing Carpet with Tile or Hardwood Floors. No Unit Owner, Occupant or any other person may replace carpeting with a tile or hardwood floor on the interior of a Unit without first obtaining the written approval of the Board. To obtain the approval of the Board, the Unit Owner or Occupant must demonstrate that such replacement will not cause noise to the Unit below the Unit to which the change is to be made in excess of the average noise level in Units below Units with carpeted floors, to include but not limited to the installation of appropriate sound-proofing materials that the Board, in its sole discretion, deems sufficient to adequately reduce the travel of sound between Units. Any such replacement must be approved as to compliance with such standards of sound-proofing by an independent, professionally qualified inspector approved by the Board.

Section 8. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property, except that (i) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; or (iii)

antennas or satellite dishes designed to receive television broadcast signals [(i), (ii) and (iii) are collectively referred to as "Permitted Devices"] shall be permitted to be installed on the Limited Common Elements (as that term is defined in the Declaration), provided that any such Permitted Device is placed in the least conspicuous location on the Limited Common Elements at which an acceptable quality signal can be received and is screened from the view from the Common Elements (as that term is defined in the Declaration) and other Units.

Section 9. Rules. The Board may adopt reasonable rules for the use and occupancy of the Units and Common Elements, said rules to be furnished in writing to the Unit Owners. The rules may include provisions allowing the Board to levy reasonable fines against Unit Owners for conduct or activities within the Property maintained or carried on by such Unit Owner, his agents, employees, servants, independent contractors, guests or invitees that damage the reputation or property of the Property. Copies of said rules shall be furnished by the Association to each Unit Owner. Prior to the sale or lease of a Unit, each Unit Owner must provide the prospective purchaser/tenant with a copy of all rules in effect for the Association at the same time as delivery of the contract of sale/lease, and the prospective purchaser/tenant must acknowledge receipt of such rules in writing. The Unit Owner must provide a copy of this acknowledgement to the Board within ten (10) days after providing a copy of the rules to the prospective purchaser/tenant.

Article VI

Contractual Powers

Section 1. Generally.

The Association may enter into an enforceable contract with a current Director, a relative of a current Director within the third degree by consanguinity or affinity, a company in which a current Director has a financial interest in at least 51 percent of profits, or a company in which a relative of a current Director within the third degree by consanguinity or affinity has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

(1) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with Director, relative, or company, if reasonably available in the community;

(2) the Director is not given access to the other bids, does not participate in any Board discussion regarding the contract, and does not vote on the award of the contract; and

(3) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this Section.

Article VIII

Indemnification

Section 1. Indemnification. The Association shall indemnify every current and former officer, Director and committee member against any and all expenses (including reasonable attorney's fees and costs), reasonably incurred by or imposed upon such officer, Director or committee member in connection with any action, suit or other proceeding (including any settlement thereof, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, Director or committee member to the fullest extent provided by the Texas Business Organizations Code, as the same may be amended from time to time. The Association shall, as a Common Expense, maintain adequate general liability and officers' and Directors' liability insurance to fund this obligation, if such insurance is reasonably available. The indemnification described in this Section 1 shall not be made in respect of any proceeding in which the individual is found liable for gross negligence or willful misconduct.

Section 2. Advancing Director Expenses. Reasonable expenses (including court costs and attorney's fees) incurred by an individual who is or was an officer, Director or committee member and who was, is, or is threatened to be made a named defendant or respondent in a proceeding in connection with the individual's position as an officer, Director or committee member shall be paid or reimbursed by the Association in advance of the final disposition of the proceeding and, after the Association receives a written affirmation by the officer, Director or committee member of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article VIII, Section 1 of these Bylaws and a written undertaking by or on behalf of the officer, Director or committee member to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or it is ultimately determined that indemnification of the officer, Director or committee member against expenses (including court costs and attorney's fees) incurred by him in connection with that proceeding is prohibited by Article VIII, Section 1 of these Bylaws.

Article IX

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting of the Board at which a quorum is present. Each committee shall cooperate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Article X

Condemnation

Section 1. Condemnation of a Unit. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Declaration, the condemnation

award must compensate the Unit Owner for the Unit and its Common Element interest, whether or not any Common Element interest is acquired. On acquisition, unless the decree provides otherwise, the condemned Unit's entire allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. A remnant of a Unit remaining after part of a Unit is taken under this subsection is a Common Element.

Except as provided by above, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its Common Element interest. On acquisition, the condemned Unit's allocated interests are reduced in proportion to the reduction in the size of the Unit, and the portion of the allocated interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

Section 2. Condemnation of a Portion of the Common Elements. If part of the Common Elements is acquired by condemnation, the award must be paid to the Association, as trustee for the Unit Owners, and to persons holding liens on the condemned property, as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking, but the portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 3. Recordation of Condemnation Decree. The court decree shall be recorded in each county in which any portion of the Property is located.

Article XI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 3. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid:

(a) if to a Member, at the physical address which the Member has designated in writing and filed with the Secretary or, at the Member's registered electronic mail address, or, if

no such physical or electronic address has been designated or registered, at the address of the Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at the address listed in the most recent recorded management certificate, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 4. Amendment. These Bylaws may be amended by Unit Owners representing at least eighty percent (80%) of the total votes in the Association. Any amendment to be effective must be recorded in the County Clerk Official Records of Dallas County, Texas.

Section 5. Definitions. The words used in these Bylaws shall be given their ordinary, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Condominium for Turtle Creek North (said Declaration, as amended, renewed or extended from time to time, is referred to herein as the "Declaration"), unless the context shall otherwise require.

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