

BY-LAWS OF  
"4424 HOLLAND AVENUE CONDOMINIUM"  
A CONDOMINIUM APARTMENT PROJECT

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

WHEREAS, CONGRESS CORPORATION is the sole owner in fee simple of the condominium apartment known by the name of "4424 Holland Avenue Condominium", hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Enabling Declaration to which these By-Laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

BEING Lots 6, 7, and 8, Block 8/2044 of NORTH OAK LAWN ADDITION, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 1, Page 212 of the Map Records of Dallas County, Texas.

WHEREAS, said CONGRESS CORPORATION as sole owner in fee simple of said property and improvements constituting said condominium apartment project desires to hereby establish and adopt the following By-Laws for the government, administration and operation of said project and the common elements thereof;

NOW, THEREFORE, said CONGRESS CORPORATION, sole owner in fee simple of said condominium apartment project known as "4424 Holland Avenue Condominium", does hereby establish and adopt the following By-Laws which shall be applicable to each individual apartment in said project and all other portions and the common elements thereto, to-wit:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.

2. The provisions of these By-Laws shall be applicable to said condominium apartment project known as "4424 Holland Avenue Condominium".

3. All present or future owners, tenants, future tenants, mortgagees, or future mortgagees, or the employees of either of them, or any other person that might use the facilities of this condominium project in any manner, are subject to these By-Laws and to the Enabling Declaration. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the units in this condominium project accepts and ratifies these By-Laws and the Enabling Declaration, and agrees that the terms and provisions of both will be complied with.

#### ARTICLE II

##### VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements by the Enabling Declaration.

2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 11 of the Enabling Declaration.

3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

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

#### ARTICLE III

##### ADMINISTRATION

1. The owners of the apartment units will constitute the Council of Co-Owners who will have the responsibility, which may

be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agreement setting forth all of the terms and conditions under which such management agent shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council of Co-Owners shall be held on or before March 9, 1984. Thereafter meetings shall be held annually, with such meetings being held on the first Friday of March of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected by ballot of the owners by a majority of the owners a Board of Administration in accordance with the provisions of Section 5, of Article IV of these By-Laws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as

hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. Such notice shall be mailed to each of such owners at the last known address of such owner by registered mail, return receipt requested. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting and approval or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished business.
- (h) New business.

#### ARTICLE IV

##### BOARD OF ADMINISTRATION

1. The affairs of the Council of Co-Owners shall be governed by a Board of Administration (sometimes herein referred to

as the Board) composed of three (3) persons, all of whom must be owners of units in the condominium or employees of any corporate owner.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owner.

3. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Board of Administration shall be responsible for the following:

- (a) Care, upkeep and surveillance of the condominium and the common elements and facilities and the limited common elements and facilities.
- (b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners and the employment of an attorney to collect such assessments from any defaulting owner.
- (c) Keeping a book with a detailed account of the receipts and expenditures affecting the project and its administration, specifying the maintenance and repair expenses on the common elements and any other expenses incurred by or in behalf of the project. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public Accountant outside of the organization.
- (d) Designation and dismissal of the personnel necessary for the maintenance and operation of the condominium, the common elements and facilities and limited common elements and facilities.
- (e) Assignment and control of all parking spaces which are not designated as limited common elements by the Enabling Declaration.
- (f) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-Laws or the Council of Co-Owners, on behalf of two (2) or more of the apartment owners, as their respective interest may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-laws and/or to recover any sums or damages due.

4. The Board of Administration may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article, provided that no management contract shall have a term in excess of three (3) years; and any management contract shall be terminable by either party without cause and without payment of a termination fee upon 60 days notice.

5. At the first meeting of the Council of Co-Owners, the term of office of two (2) members of the Board of Administration shall be fixed for two (2) years. The term of office of one (1) member shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of two (2) years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting of the Council of Co-Owners.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of its members, but at least two (2) such

meetings shall be held each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph at least five (5) days prior to the day named for such meeting.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph at least five (5) days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on three (3) days notice to each member, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such

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

13. The Board of Administration may require that all officers and employees of the Council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

14. Indemnification. The Council of Co-Owners shall indemnify every manager, officer, managing agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceedings to which he may be made a party by reason of his being, or having been a manager, officer or managing agent of the Council, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Council 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 duty as such manager, officer or managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Council by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council as common expenses; provided, however, that nothing in this Section contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a manager or officer of the Council with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the condominium declaration.



15. The original Board of Directors may establish such regulations and house rules as it deems to be appropriate, such rules and regulations to be effective only after approval of 51% of the Co-Owners, and may be amended only by approval of 51% of the Co-Owners.

#### ARTICLE V

##### OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice President-Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Administration. The Board may appoint Assistants to any officers as in their judgment may be necessary.

2. The officer of the Council of Co-Owners shall be elected annually by the Board of Administration at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

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

4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Administration. He shall have all of 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 the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice President-Secretary shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President-Secretary is able to act, the Board of Administration shall appoint some other member of the Board to do so on an

interim basis. The Vice President-Secretary shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

The Vice President-Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Administration. He shall have charge of such papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

6. The Treasurer shall have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Administration.

#### ARTICLE VI

##### OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common element, by Paragraph 11 of the Enabling Declaration of the expenses of administration, upkeep, maintenance, and repair of the general common elements of the condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within 21 days from the date each such assessment is made, unless otherwise specified in the Assessment. The assessments by the Council of Co-Owners, or the Board of Administration

where appropriate, shall include, but shall not be limited to, an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and such assessments shall be payable in regular installments rather than by special assessments. All such assessments shall pro-rata become liens against the respective units of the project at the time each such assessment becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but not limited to the amount necessary to pay premiums for a liability insurance policy, directors and officers liability insurance, non-ownership vehicle liability, and an insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. However, nothing herein shall prejudice the right of each Co-Owner to insure his unit on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the individual unit area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartment units shall be used and occupied for residential purposes only.

6. An owner shall not make structural modifications or alterations in his unit or installations located therein without

previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make structural modifications or changes.

7. An owner shall not place or cause to be placed in the lobbies, halls, vestibules, stairways, elevators, if any, or other areas of a similar nature, any furniture, packages or objects of any kind. These areas shall be used for no other purpose than for normal transit through them.

8. All window coverings, drapes or drape linings visible from the exterior of any apartment shall be of a neutral, white or off-white color.

9. The Management Agent, if one is employed, or any other person authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

10. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right to entry shall be immediate.

11. The parking or storage of inoperative motor vehicles upon the property is prohibited.

12. No resident of the condominium project shall post any advertisements, or posters of any kind in or on the buildings except as authorized by the Board of Administration.

13. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping of small domestic animals as pets if approved by the Board of Administration is permitted so long as in accordance with the ordinances of the City of Dallas. The Board of Administration may withdraw such approval in the event any such pet becomes a disturbance to other residents.

14. It is prohibited to hang garments, rugs, or any other items from the windows or from any of the facades of the buildings.

15. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

16. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

17. No owner, resident, or lessee shall install wiring for electrical or telephone installations, television antennae, machines, or air conditioning units, etc., on the exterior of the buildings or that protrude through the walls or the roof of the buildings, except as authorized by the Board of Administration.

18. Each owner, and such owner's lessee, shall keep and perform all obligations imposed upon him under these By-Laws or by said Act and/or Enabling Declaration.

19. No Waiver of Rights. The omission or failure of the Council of Co-Owners or any condominium owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Enabling Declaration, the By-Laws or the regulations and house rules adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Administration shall have the right to enforce the same thereafter.

ARTICLE VII

AMENDMENTS .

1. These By-Laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total votes in accordance with percentages established for undivided ownership in the general common elements by Paragraph 11 of the Enabling Declaration. Amendment hereto, to be effective, must be recorded in the Deed Records of the Dallas County Clerk's Office.

ARTICLE VIII

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit, and further shall report any default by an owner of any obligation contained in these By-Laws or the Declaration which is not cured in sixty (60) days.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.



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

GIVEN UNDER MY HAND AND SEAL OF OFFICE in this the 2<sup>nd</sup> day of December, 1983.



Patricia M. Skelton  
Notary Public in and for  
Dallas County, Texas

My Commission Expires:

PATRICIA M. SKELTON  
Notary Public, State of Texas  
My Commission Expires May 22, 1985



EXHIBIT "S"  
SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground property located at No. 4424 Holland Avenue, in the City of Dallas, Texas, described as follows:

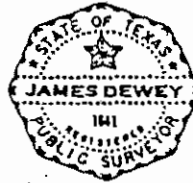
BEING: Lots 6, 7, and 8, Block 8/2044 of NORTH OAK LAWN ADDITION, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 1, Page 212 of the Map Records of Dallas County, Texas.

The plat hereon is a true, correct and accurate representation of the property as determined by survey, subject to any and all easements, reservations and restrictions that may be of record, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distances indicated, and that the distance from the nearest intersecting street or road is as shown on said plat. There are no encroachments, conflicts or protrusions.

SCALE: 1" = 20'

DATE: November 9, 1981

By James Dewey  
JAMES DEWEY



UNIT	BUILDING	SQUARE FOOTAGE	PERCENTAGE OF TOTAL
101	A	1066	6.596126477
102	A	1185	7.332467050
103	A	1036	6.410494400
104	A	1185	7.332467050
105	A	1036	6.410494400
201	B	1066	6.596126477
202	B	1185	7.332467050
203	B	1036	6.410494400
204	B	1185	7.332467050
205	B	1036	6.410494400
301	C	1053	6.515685910
302	C	1023	6.330053133
303	C	1023	6.330053133
304	C	1023	6.330053133
305	C	1023	6.330053133
		TOTAL: 16161	TOTAL: 100.00 %

