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AMENDED AND RESTATED BYLAWS OF  
EAST UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

Originally Adopted September 1, 1978

Amended: July 16, 1980

July 15, 1981

July 21, 1982

July 20, 1983

Restated: May 7, 1986

Amended: July 15, 1987

88047 2200

AMENDED AND RESTATED BYLAWS OF  
EAST UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

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AMENDED AND RESTATED BYLAWS OF  
EAST UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 The name of the corporation shall be EAST UNIVERSITY PLACE CONDOMINIUM ASSOCIATION, INC. (the "Corporation").

ARTICLE II

PURPOSE

2.1 The purpose for which the Corporation is formed is to govern the tract of land and improvements thereon situated in Dallas, County of Dallas, State of Texas, which property is described on the attached Exhibit A (the "Project"), which by this reference is made a part hereof, and which Project is subject to a condominium regime under the Condominium Act of the State of Texas, Title 7, Chapter 81, Property Code, V.T.C.A. (the "Act"), as set out in the Enabling Declaration For Establishment of a Condominium Regime for University Place Condominium (the "Declaration"), recorded on September 8, 1978 in Volume 78174, Pp. 1015, et seq., of the Condominium Records of Dallas County, Texas.

ARTICLE III

PLAN OF UNIT OWNERSHIP

3.1 The Project is hereby submitted to the provisions of the Act, as set forth in Article II above.

3.2 The provisions of these Bylaws shall be applicable to the Project.

3.3 All present or future Owners, residents, tenants, mortgagees or future mortgagees, or the employees of any of them, or any other person that might use the facilities of the Project in any manner, are subject to these Bylaws and to the Declaration. Any person, firm or corporation acquiring, leasing, occupying, or renting any of the Units in the Project accepts and ratifies these Bylaws and the Declaration, and agrees to comply with the terms and provisions of both.

ARTICLE IV

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

4.1 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 Paragraph 13 of the Declaration.

4.2 As used in these Bylaws, 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 13 of the Declaration.

4.3 Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of Owners" as defined in Section 4.2 shall constitute a quorum.

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

4.5 No Owner shall be entitled to exercise his right to vote, in person or by proxy, for any purpose so long as any assessments due the Corporation are in default under any term or provision of the Declaration or these Bylaws.

#### ARTICLE V

#### ADMINISTRATION

5.1 The Owners of the Units will constitute the Corporation, which will have the responsibility, which may be performed and discharged through the Board of Administration (the "Board"), 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 Owners, or the Board pursuant to authority granted to it, and arranging for the management of the Project by a management agent in the event the Owners shall elect not to manage the Project themselves, which arrangement shall be under a written agreement setting forth all 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 Owners shall require approval of a majority of the Owners.

5.2 Meetings of the 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.

5.3 Meetings of the Owners shall be held annually on the third Wednesday of July. At the first meeting held each year, there shall be elected by ballot of the Owners a Board in accordance with the provisions of Section 6.5 of these Bylaws. The Owners may also transact such other business of the Corporation as may properly be brought before the meeting.

5.4 It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board, or upon a petition signed by a majority of the Owners and presented to the Secretary. Notice of any special meeting shall be mailed to each Owner as hereinafter provided, and shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting which is not stated in the notice unless all the Owners present, either in person or by proxy, approve the transaction of such other business.

5.5 It shall be the duty of the Secretary to mail a notice of each regular or special meeting of Owners to each Owner of record at such Owner's last known address, stating the purpose thereof as well as the time and place where the meeting is to be held, at least ten (10) days but not more than thirty (30) days prior to such meeting. Mailing of notice in this manner shall be considered notice served.

5.6 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.

5.7 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 or waiving of reading of such minutes, and approval or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board, if applicable.
- (g) Unfinished business.
- (h) New business.

#### ARTICLE VI

##### BOARD OF ADMINISTRATION

6.1 The affairs of the Corporation shall be governed by a Board composed of seven persons, all of whom must be Owners, or officers and/or employees of a corporate Owner, of Units in the Project.

6.2 The Board shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or these Bylaws directed to be done and/or exercised by the Owners.

6.3 In addition to duties imposed by these Bylaws or by resolution of the Owners, the Board shall be responsible for the following:

- (a) Care, upkeep, maintenance and repair of the Project and the general common elements and facilities (as defined in the Declaration) and the limited common elements and facilities (as defined in the Declaration) (collectively, the "common elements").

(b) Assessing and collecting the monthly assessments from the Owners and any special assessments authorized by the Owners, or by the Board pursuant to authority granted to it.

(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 Owners and holders of mortgages on any Unit at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be maintained in accordance with generally accepted accounting procedures and principles and shall be audited at least once a year by a certified public accountant who is not an Owner. Any holder of a mortgage on any Unit, upon request, shall be entitled to receive from the Board written notice of any obligation required by these Bylaws or the Declaration which is not cured within sixty (60) days.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Project and the common elements.

(e) Assignment and control of all parking spaces which are not designated as limited common elements by the Declaration or any amendment thereof.

Without limiting the rights of any Owner, action may be brought by the Board or such other person designated by the Bylaws or the Corporation, on behalf of two (2) or more Owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) Unit and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in the Act, the Declaration or these Bylaws and/or to recover any sums or damages due.

6.4 The Board may employ for the Corporation 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 6.3 above.

6.5 Article IV, Section 5 of the initial Bylaws of University Place Condominium dated September 1, 1978 provided that the initial Board would consist of seven (7) directors divided into two classes, the directors of the first class to be four (4) in number and elected for a term of two (2) years, and the directors of the second class to be three (3) in number and elected for a term of one (1) year. At the expiration of the initial term of office of each respective member of the Board, commencing with the members of the initial Board, a successor shall be elected to serve a term of two (2) years, thus creating a staggered Board. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

6.6 Vacancies on the Board caused by any reason other than removal of a member by a vote of the Owners shall be filled by vote of the majority of the

remaining members of the Board, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board until a successor is elected at the next meeting of the Owners.

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

6.8 The first meeting of the Board following the election of any new members thereto shall be held within fifteen (15) days of election at such place as shall be fixed by the members of the Board at the meeting at which the new members were elected, and no notice shall be necessary to the newly-elected members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

6.9 Regular meetings of the Board 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) 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 the meeting.

6.10 Special meetings of the Board 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.

6.11 Before or at any meeting of the Board, 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 the Board at any meeting of the Board shall be a waiver of notice by such member. If all members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

6.12 At all meetings of the Board, 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. If at any meeting of the Board less than a quorum is 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.

6.13 The Board may require that all Officers and employees of the Corporation handling or responsible for funds belonging to the Corporation furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

## ARTICLE VII

### OFFICERS

7.1 The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary.

7.2 The Officers of the Corporation shall be elected annually by the Board at the first meeting of each new Board, and shall hold office at the pleasure of the Board.

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

7.4 The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Corporation and of the Board. The President shall have all the general powers and duties which are usually vested in the office of president of an organization, including but not limited to the power to appoint committees from the Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Corporation.

7.5 The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to so act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

7.6 The Secretary shall keep the minutes of all meetings of the Corporation and the Board. The Secretary shall have charge of such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of Secretary.

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

## ARTICLE VIII

### OBLIGATIONS OF THE OWNERS

8.1 All Owners of Units in the Project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Corporation, or by the Board when authorized to do so by these Bylaws or by resolution of the Owners, their pro rata portion, in the same percentages established for



undivided ownership of the general common elements by Paragraph 13 of the Declaration, (1) to the expenses of administration, upkeep, maintenance and repair of the general common elements of the Project, and in the proper case, of the limited common elements, as any and all such common elements are defined in the Declaration, and (2) toward any other expense lawfully agreed upon by the Owners, each of which assessments shall become due and payable within ten (10) days from the date each such assessment is made. A late charge, equaling ten percent (10%) of the assessment, shall be made for payments received after ten (10) days from the due date, unless otherwise specified in the assessment. 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 Declaration.

These assessments may include but are not limited to amounts necessary to pay (i) premiums for a liability insurance policy, non-ownership vehicle liability, a blanket policy covering 100% of the replacement cost of the buildings and fixtures, and an insurance policy containing a multi-peril rider to cover repair and reconstruction in case the fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Units initially installed, are damaged or destroyed by fire, earthquake, hurricane or other hazard, or replacements thereof, in accordance with the original condominium plans and specifications, (ii) bonds, (iii) director and officer liability insurance premiums, and (iv) other insurance the Board may obtain. The proper percentage from each Unit for the master insurance policy premium shall be collected with the monthly assessment (dues) for each Unit. Such percentage shall be the percentage established for each Unit's undivided interest in the general common elements by Paragraph 13 of the Declaration. Nothing included herein shall prejudice the right of each Owner to obtain insurance on his Unit for his own account and for his own benefit.

8.2 Each Owner must promptly perform all maintenance and repair work within his own Unit, which if omitted would affect the Project in its entirety or in a part belonging to other Owners. Each Owner is expressly responsible for the damages and liabilities resulting from his failure to perform such maintenance and repair.

8.3 All repairs to 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 shall be at the Owner's expense.

8.4 An Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any common elements and facilities damaged through such Owner's negligence.

8.5 All Units shall be used and occupied for residential purposes only.

8.6 An Owner shall not make structural modifications or alterations in his Unit or installations located therein without previously notifying the Corporation in writing through the management agent, if any, or through the President. The Corporation through the management agent or President, as appropriate, shall have the obligation to answer within thirty (30) days, and

failure to do so within such time shall mean there is no objection to the proposed modification or alteration. However, if the Owner shall be notified of any reasonable objection to such proposed modification or alteration, then the Owner shall not make such modification or alteration.

8.7 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 purpose other than normal transit through such areas.

8.8 All drapes, drape linings, shades, venetian blinds or any other window or patio door covering of any kind shall be of a white or off-white color, and all windows and patio doors must be covered, even if a Unit is unoccupied.

8.9 The management agent, if any, or any other person authorized by the Board or the Corporation, may enter any Unit in case of serious emergency originating in or threatening such Unit, whether or not the Owner is present at the time.

8.10 An Owner shall permit other Owners, the Board, or their respective 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 of entry shall be immediate.

8.11 The parking or storage of inoperative motor vehicles upon the Project is prohibited. No boat, camper, or recreational vehicle may be parked on the Project in any area or parking space not specifically assigned by the Board for the purpose of parking boats, campers, or recreational vehicles.

8.12 No minor children under the age of sixteen (16) years may permanently reside in any Unit of the Project without approval by the Board.

8.13 No resident of the Project shall post any advertisements or posters of any kind in or on the buildings except as authorized by the Board. No advertisements, posters, or signs of any sort whatsoever shall be posted on the grounds of the Project or in the windows of any Unit, except as expressly authorized by the Board.

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

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

8.16 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 of the buildings.

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

8.18 Noncompliance with the rules posted at the swimming pool shall be subject to fines in accordance with Section 8.22 below.

8.19 No Owner or resident shall install wiring for electrical or telephone installation, television antennas, machines, air conditioning units, etc. on the exterior of the building or protruding through the walls or the roof of the buildings, except as authorized by the Board.

8.20 Without the express permission of the Board, the Owner or resident of any Unit shall not park more than two (2) vehicles in the Project parking area on a permanent basis. A permanent basis shall be interpreted to mean a period exceeding ten (10) days duration.

8.21 Construction work on any Unit shall begin after 8:00 A.M. and stop prior to 6:00 P.M. Monday through Friday. Special permission for work performed on Saturdays, Sundays, national holidays, or during hours other than those named above, must first be obtained in writing from the Board. The Owner of the Unit under construction shall be responsible for the daily maintenance of common elements of the Project in a clean and orderly fashion.

8.22 All animals must be on a leash when outside. Animals are allowed in the courtyard area only for purposes of ingress and egress. Pet owners are responsible for disposal of animal waste. Residents in violation of this Bylaw provision are subject to fines as provided in Section 8.23 of these Bylaws.

8.23 If any Bylaw contained in this Article VIII is breached, then the Board, in its discretion, shall have the power to levy a fine not to exceed \$50 per day of violation up to a maximum of \$1,000 per violation. All such fines, if unpaid within thirty (30) days after assessment, shall become liens against the respective Unit.

8.24 Each Owner and resident shall keep and perform all obligations imposed upon such Owner and resident under these Bylaws, the Act and/or the Declaration.

#### ARTICLE IX

#### INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD AND MANAGING AGENT; CONTRACTS

9.1 The Corporation shall indemnify every member of the Board, the Officers, the managing agent, and their respective successors, personal representatives and heirs, against all loss, cost and expense, including attorney fees, reasonably incurred in connection with any action, suit or proceeding to which any of them may be a party for being or having been a member of the Board, an Officer or a managing agent of the Corporation, except as to matters finally adjudged in such action, suit or proceeding to have constituted 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 Corporation is advised by legal counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duty as a member of the Board, an Officer or a managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such member of the Board, Officer or managing agent may be entitled.

All liability, loss, damage, cost and expense incurred or suffered by the Corporation by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Corporation as common expenses; provided, however, that nothing herein contained shall obligate the Corporation to indemnify any member who is or has been a member of the Board or an Officer of the Corporation with respect to any duties or obligations assumed or liabilities incurred by him as the Owner of a Unit.

9.2 Contracts or other commitments made by the Board, the Officers or the managing agent shall be made as agent for the Corporation and the Owners; and members of the Board, the Officers and the managing agent shall have no personal responsibility thereon, except as Owners. The liability of any Owner on any such contract or commitment shall be limited to the proportionate share of the total liability thereof corresponding to such Owner's proportionate interest in the common elements of the Project as established by Paragraph 13 of the Declaration.

#### ARTICLE X

##### AMENDMENTS

10.1 These Bylaws may be amended by the Owners in any regular meeting or in a duly constituted special meeting for such purpose. No amendment shall take effect unless approved by Owners representing at least 51% of the total votes in accordance with percentages established by Paragraph 13 of the Declaration for undivided ownership in the general common elements.

#### ARTICLE XI

##### MORTGAGEES

11.1 An Owner who mortgages his Unit shall notify the Corporation through the managing agent, if any, or the President in the event there is no managing agent, of the name and address of the mortgagor, and the Corporation shall maintain such information in a book kept for that specific purpose.

11.2 The Corporation shall at the request of a mortgagor of a Unit report any unpaid assessments due from the Owner of such Unit.

ARTICLE XII

COMPLIANCE

12.1 These Bylaws are set forth to comply with the requirements of the Act and the provisions of the Declaration. In the event these Bylaws, in whole or in part, conflict with the requirements of the Act of the provisions of the Declaration, the Act and the Declaration shall govern.

CERTIFICATE

The undersigned does hereby certify that (i) she is the duly elected and qualified Secretary of East University Place Condominium Association, Inc., a Texas non-profit corporation (the "Corporation"), and (ii) the foregoing is a true and correct copy of the Amended and Restated Bylaws of the Corporation, as further amended, at February 9, 1988.

Sarah L. Young  
Secretary

THE STATE OF TEXAS

COUNTY OF DALLAS

SWORN TO before me, the undersigned authority, on this 9th day of February, 1988

Judy G. Painter  
Notary Public in and for the State of Texas

JUDY G. PAINTER  
(Print Name of Notary)

(Notary Seal)

My Commission Expires:

9/30/91

