

BY-LAWS
OF
VALLEY VIEW OWNERS ASSOCIATION, INC.

Dallas County, Texas

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VALLEY VIEW OWNERS ASSOCIATION, INC.

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BY-LAWS
OF
VALLEY VIEW OWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be VALLEY VIEW OWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association is formed is to govern the Condominium Property situated in the County of Dallas, State of Texas, which Property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been submitted to a Regime according to the provisions of the Condominium Act of the State of Texas.

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

ARTICLE III

DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with VALLEY VIEW CONDOMINIUMS during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member

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arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors, if it so elects, may issue one (1) Membership Card per Unit to the Owner(s) of a Condominium Unit. Such Membership Card shall be surrendered to the Secretary whenever ownership of the Condominium Unit designated thereon is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is eighty-three (83). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%). Should additional property be annexed in accordance with Paragraph 2.11 of the Declaration, the total number of votes shall be increased accordingly, and the weighted average adjusted to total one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

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

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

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for VALLEY VIEW CONDOMINIUMS, the Declarant, HAROLD R. SHULER, Trustee, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of Record and for the purpose of insuring both a complete and orderly and a timely sellout of the Project Units, including any annexations. This control shall last no longer than January 1, 1982, or upon sale of ninety percent (90%) of the Units, including subsequent annexations, or when in the sole opinion of the Declarant the Project is viable.

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self-supporting and operational.

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

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

4.4 ANNUAL MEETINGS. Annual meetings shall be held the fourth (4th) Tuesday of January each year.

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

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence. If requested, any Mortgagee of Record or its designee may be entitled to receive similar notice.

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

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

a. Roll call.

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- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Louis C. Reese III	3612 Noble Dallas, Texas 75204
Harold R. Shuler	3612 Noble Dallas, Texas 75204
Bob H. Brown	3612 Noble Dallas, Texas 75204

At the first annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to five (5).

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

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

- a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.
- b. To establish, make and enforce compliance with rules

necessary for the orderly operation, use and occupancy of this Condominium Project. (A copy of such rules and regulation shall be delivered or mailed to each Member promptly upon the adoption thereof.)

c. To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire Premises.

d. To insure and keep insured all of the insurable Common Elements of the Property in an amount equal to their maximum replacement value, as provided in the Declaration. Further to obtain and maintain comprehensive liability insurance covering the entire Premises in amounts not less than One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, plus a One Million Dollar (\$1,000,000.00) umbrella policy. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail the various expenses for which the assessments are being made.

f. To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner, as provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

j. To establish a bank account for the common treasury for all separate funds which are required or may be deemed advisable by the Board of Directors.

k. To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Owners and any First Mortgagee of a Unit, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of Condominium ownership.

5.4 ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of one-half (1/2) of the Directors shall be fixed for one (1) year and the term of office of one-half (1/2) of the Directors shall be fixed at two (2) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting.

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

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5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors 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 Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

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

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

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

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

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from

time to time. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without additional notice.

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

ARTICLE VI

OFFICERS

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

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

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

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

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

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform

all the duties incident to the office of the Secretary.

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

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

ARTICLE VII

MANAGEMENT CONTRACT

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

a. Fiscal Management.

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

(2) Prepare five (5)-year sinking fund reserve budget projection for capital expenditures on items recurring only

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periodically, i.e., painting, etc., for Common Elements.

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

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

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

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

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

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

b. Physical Management.

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

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

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

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement

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projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

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

c. Administrative Management.

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

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

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

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

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

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

(7) Represent an absentee Owner when requested.

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

ARTICLE VIII

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INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 INDEMNIFICATION. The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason

of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for VALLEY VIEW CONDOMINIUMS as a Member or Owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

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

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for VALLEY VIEW CONDOMINIUMS.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Owner may use the General Common Elements and the Limited Common Elements in accordance with the purposes for which they were intended.

9.4 DESTRUCTION OR OBSOLESCENCE. Each Owner shall, if necessary,

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execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney-in-Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, these By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by Owners representing at least sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to correct any clerical or typographical error or omission, or to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

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

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

ARTICLE XII

COMPLIANCE

12.1 LEGAL REQUIREMENTS. These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws

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conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

NON-PROFIT ASSOCIATION

13.1 NON-PROFIT PURPOSE. This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; provided, however, always (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XIV

PRINCIPAL OFFICE

14.1 ADDRESS. The principal office of the Association shall be located at 3612 Noble, Dallas, Texas 75204, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

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

ARTICLE XVI

CORPORATE SEAL

16.1 CORPORATE SEAL. The Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association.

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EXHIBIT "A"

BEING known as 12836 Montfort Drive, and being situated in the Isiah Parks Survey, Abstract No. 1144, City Block 6998, City of Dallas, Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the East line of Montfort Drive (a 60 foot R.O.W.), as widened by Deed to the City of Dallas, Filed 4/23/64 and recorded in Deed Records, Dallas County, Texas, said point being the South West corner of the P.S. Addition to the City of Dallas as recorded in Volume 77069 at page 0398 of the Map Records, Dallas County, Texas;

THENCE, North 89 deg. 34 min. 30 sec., East with the South line of said P.S. Addition, part of the way, in all a distance of 333.32 feet to an iron rod found for corner in the West line of Goldwaite Drive, same being the East line of a 5 foot easement for street purposes recorded in Volume 67156 at page 0830, Deed Records, Dallas County, Texas;

THENCE, South 00 deg. 12 min. 50 sec. East with the said West line of Goldwaite Drive, a distance of 340.61 feet, an iron stake for corner;

THENCE, West a distance of 226.39 feet, an iron stake for corner,

THENCE, South a distance of 38.0 feet, an iron stake for corner;

THENCE, West a distance of 108.19 feet to an "X" cut in asphalt for corner;

THENCE, North with the said East line of Montfort Drive a distance of 376.53 feet to the Place of Beginning and containing 2.692 acres of land.

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ARTICLE XVII

DEFINITIONS OF TERMS

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

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of VALLEY VIEW OWNERS ASSOCIATION, INC., a Texas non-profit corporation, as adopted by the initial Board of Directors at its organization meeting on the 13 day of May, A. D., 1980.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 13 day of May, A.D., 1980.

Harold R. Miller
Secretary

80118 17:10

EXHIBIT "C"

<u>Unit</u>	<u>Square Footage</u>	<u>Phase I Percentage of Interest in Common Elements</u>
127	663	1.029
128	663	1.029
129	823	1.278
130	823	1.278
131	663	1.029
132	663	1.029
133	823	1.278
134	823	1.278
135	823	1.278
136	823	1.278
137	823	1.278
138	823	1.278
139	663	1.029
140	663	1.029
141	672	1.043
142	672	1.043
143	663	1.029
144	663	1.029
145	719	1.116
146	719	1.116
147	719	1.116
148	719	1.116
149	719	1.116
150	719	1.116
151	719	1.116
152	672	1.043
153	672	1.043
154	672	1.043
155	672	1.043
156	672	1.043
158	719	1.116
159	719	1.116
160	719	1.116
161	719	1.116
162	672	1.043
163	672	1.043
164	672	1.043
165	672	1.043
166	672	1.043
167	672	1.043
227	693	1.076
228	749	1.163
229	889	1.381
230	861	1.337
231	693	1.076
232	758	1.177
233	861	1.337
234	889	1.381
235	904	1.404
236	846	1.313
237	861	1.337
238	889	1.381
239	749	1.163
240	693	1.076
241	683	1.061
242	683	1.061
243	693	1.076
244	749	1.163
245	744	1.155
246	719	1.116
247	744	1.155
248	744	1.155
249	744	1.155
250	744	1.155
251	744	1.155
252	702	1.090

80118 1742

101742

<u>Unit</u>	<u>Square Footage</u>	<u>Phase I Percentage of Interest in Common Elements</u>
253	702	1.090
254	1014	1.574
255	1014	1.574
256	1014	1.574
257	1014	1.574
258	.44	1.155
259	744	1.155
260	752	1.167
261	1014	1.574
262	1014	1.574
263	1014	1.574
264	1014	1.574
265	1014	1.574
266	1014	1.574
267	1014	1.574
268	1014	1.574
269	1014	1.574

VOL. PAGE,
80118 1743

80 JUN 13 PM 3:32

RETURN TO:
HEXTER-FAIR TITLE CO.
1307 PACIFIC
DALLAS, TEXAS 75202

Joyce Beal

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of the named records
of Dallas County, Texas as stamped herein by me.

JUN 16 1980



L. E. Mendenhall

COUNTY CLERK, Dallas County, Texas

80118 1744

80118 1744

SUPPLEMENTAL DECLARATION
OF MERGER AND ANNEXATION

DEED RECORD

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

A 7457

27.00 DEED
1 08/17/80

THIS DECLARATION is made on the day set forth below by HAROLD R.
SHULER, TRUSTEE, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County
of Dallas, State of Texas, which is more particularly described on the
attached Exhibit "A"; and

WHEREAS, by a Condominium Declaration, hereinafter called
"Declaration", executed on May 13th, 1980, and recorded on
June 13th, 1980, in Volume 80118, Page 1663, of the Condominium
Records of Dallas County, Texas, the Declarant therein restricted VALLEY
VIEW CONDOMINIUM, PHASE I, consisting of eighty-three (83) Units, to
Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph
2.11 that the Declarant may annex additional property to VALLEY VIEW
CONDOMINIUM, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of annexing and merging the
adjoining tract described as PHASE II in the Declaration, on which exist
fifty-two (52) Units;

NOW THEREFORE, the Declarant hereby declares that all of the
Property described above as PHASE II in the Declaration shall be held,
sold and conveyed subject to the easements, restrictions, covenants and
conditions set forth in the Declaration for VALLEY VIEW CONDOMINIUM,
PHASE I, all of which are for the purpose of enhancing and protecting
the value, desirability and attractiveness of the real property
described above. The said easements, restrictions, covenants and
conditions shall run with the above described Property and shall be
binding on all parties having or acquiring any right, title or interest
in the said Property or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each Owner and lessee
thereof.

80119 0401

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The Property described in the Declaration of VALLEY VIEW CONDOMINIUM, as PHASE II, which description is attached hereto as Exhibit "A", shall become a part of the regime, as defined in the Declaration, and the fifty-two (52) Units shown on the Plat of PHASE II, attached hereto as Exhibit "B", shall become Units, as defined in the Declaration, and from and after the filing hereof, VALLEY VIEW CONDOMINIUM, PHASE II shall be a part of the regime as if it had been originally described in the Declaration and the percentage or fraction of ownership interest in the Common Areas is hereby reallocated and established among the total of one hundred-thirty-five (135) Units as set out in Exhibit "C" of this Supplemental Declaration of Merger and Annexation.

This Supplemental Declaration of Merger and Annexation may be amended by Declarant without joinder of any Unit Owner or Mortgagee in order to correct errors and discrepancies in said document or to comply with the requirements of the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other permanent lender approved by the Declarant; provided, however, that no vested property rights of any Unit Owner shall be materially affected.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 13 day of May, 1980.

HAROLD R. SHULER, TRUSTEE

Harold R. Shuler, Trustee

THE STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared HAROLD R. SHULER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he

FACE
80119 0-102

executed the same for the purpose and consideration therein expressed,
and being duly sworn, states that the facts therein stated are true and
correct.

Given under my hand and seal of office on this the 13th day of

May, A.D. 1980.

Carroll
Notary Public in and for
Dallas County, Texas.

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EXHIBIT "A"

BEING known as 12836 Montfort Drive, and being a tract of land situated in the Isiah Parke Survey, Abstract No. 1144, City Block 6998, City of Dallas, Dallas County, Texas and being more particularly described as follows:

BEGINNING, at a point in the East line of Montfort Drive (a 60 foot R.O.W.) said point being South a distance of 370.33 feet from the Southwest corner of the P.S. Addition to the City of Dallas, Texas according to the plat recorded in Volume 77069 at page 0398 of the Map Records of Dallas County, Texas, an iron stake for corner;

THENCE, East leaving the said East line of Montfort Drive a distance of 108.19 feet, an iron stake for corner;

THENCE, North a distance of 38.00 feet, an iron stake for corner;

THENCE, East a distance of 226.39 feet to a point in the West line of Goldwaite Drive, said point being in the East line of a 5.00 foot easement conveyed to the City of Dallas, Texas for street purposes as recorded in Volume 67156 at page 0830 Deed Records, Dallas County, Texas;

THENCE, South 00 deg. 12 min. 50 sec. East with the West line of Goldwaite Drive, same being the East line of said street easement, a distance of 326.00 feet to an iron stake found for corner in the South line of City Block 6968;

THENCE, South 89 deg. 51 min. 28 sec. West with the South line of said Block 6998 a distance of 335.80 feet to a point in the said East line of Montfort Drive, an iron stake for corner;

THENCE, North with the said East line of Montfort Drive a distance of 288.85 feet to the Place of Beginning and containing 2.417 acres of land.

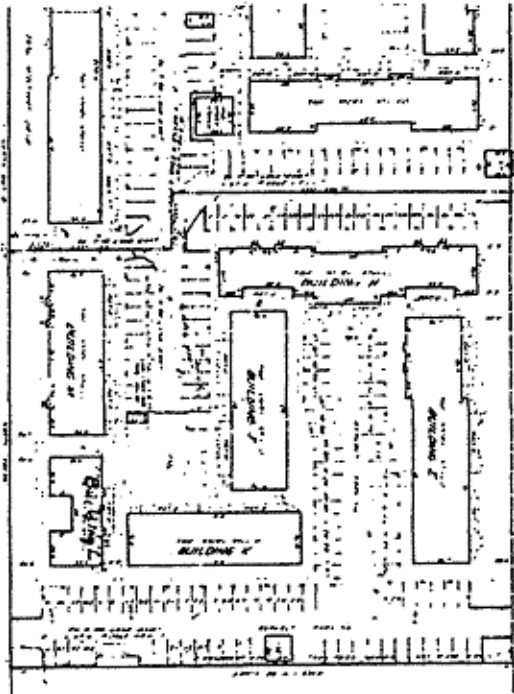
VOL PAGE
80119 0404

1000404

VALLEY VIEW CONDOMINIUMS - PHASE II

GOLDWATE DRIVE

MONTFORT DRIVE



COUNTY CLERK'S MEMO
PORTIONS OF THIS
DOCUMENT NOT
REPRODUCIBLE
WHEN RECORDED

VOL PAGE
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EXHIBIT 'B'

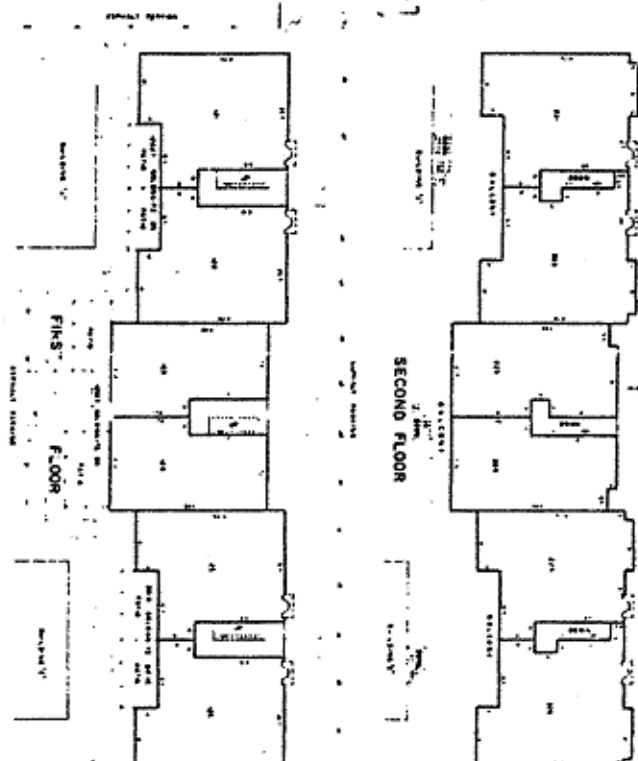


SHIELDS & LEE
SURVEYORS
1821 FERRIS AVE. DALLAS, TEXAS



000405

VALLEY VIEW CONDOMINIUMS — PHASE II



BUILDING "H"

SECOND FLOOR

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SHIELDS & LEE
SURVEYORS
SINCE 1908
1001 FENWOOD AVE. BIRMINGHAM, ALA. 35203

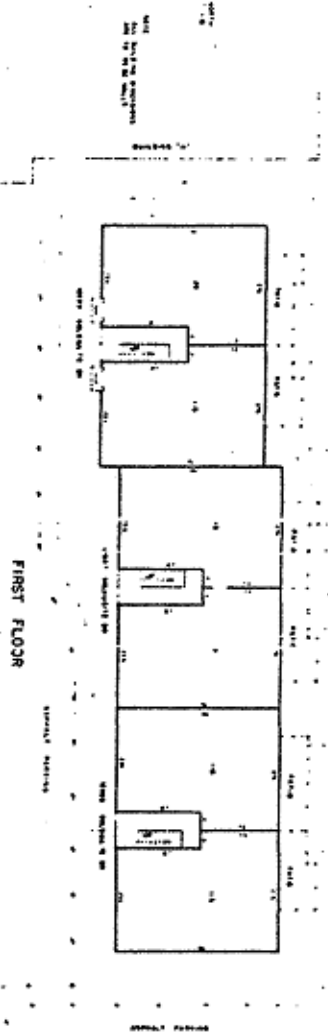


DATE
BY
CHECKED

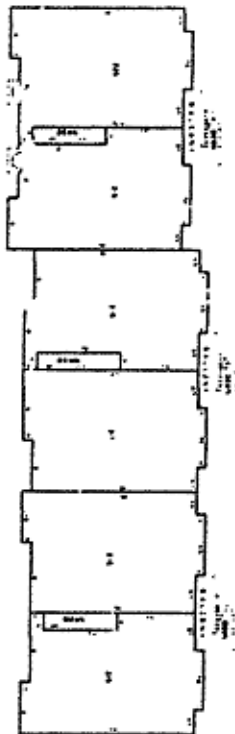
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VALLEY VIEW CONDOMINIUMS — PHASE II

FIRST FLOOR



SECOND FLOOR



BUILDING "I"

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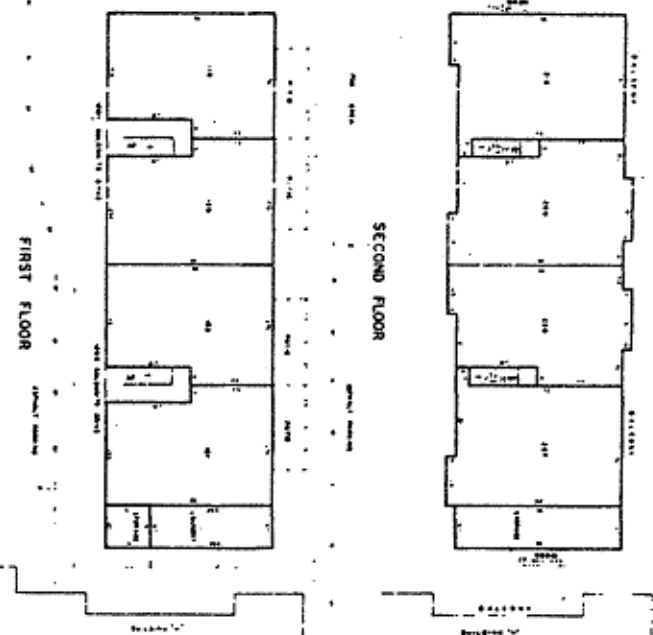


SHIELDS & LEE
SURVEYORS
SUC. 1988
1001 PENNSYLVANIA AVE. SUITE 100
PHILADELPHIA, PA. 19106



000407

VALLEY VIEW CONDOMINIUMS - PHASE II



BUILDING J

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60119 0408



SHIELDS & LEE
SURVEYORS
P.O. BOX 1000
NEW PERRYVILLE, MO 64570



DATE
BY
CHECKED

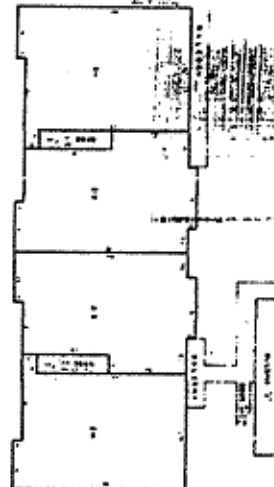
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VALLEY VIEW CONDOMINIUMS - PHASE II

FIRST FLOOR



SECOND FLOOR



BUILDING "K"

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80119 0409

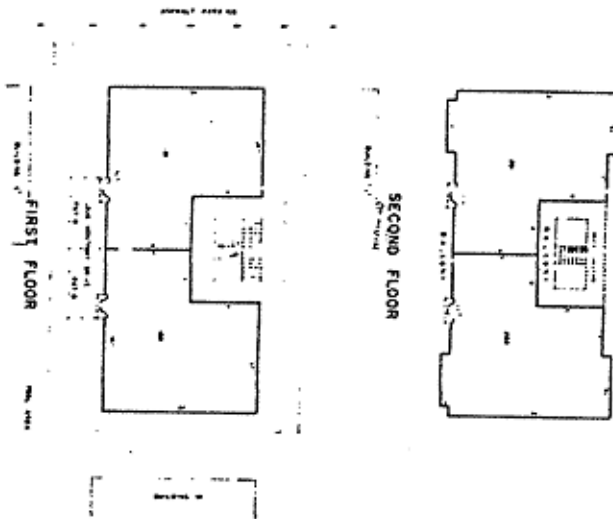


SHIELDS & LEE
SURVEYORS
642-6486
1001 FERRIS AVE. DALLAS, TEXAS



DATE	
BY	
SCALE	

VALLEY VIEW CONDOMINIUMS - PHASE II

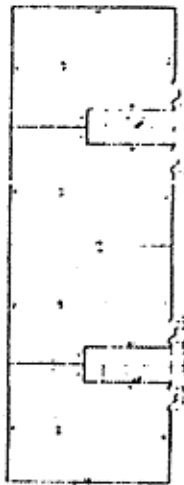


BUILDING 'C'

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VALLEY VIEW CONDOMINIUMS - PHASE II

FIRST FLOOR



SECOND FLOOR



BUILDING "M"

PAGE 1
80119 0411

SHIELDS & LEE
SURVEYORS
1821 FERNDALE AVE. DALLAS, TEXAS



Scale 1" = 10'

North Arrow

00000000

EXHIBIT "C"

Unit	Square Footage	Percentage of Interest in Common Elements
101	1068	.94527
102	1068	.94522
103	919	.81335
104	919	.81335
105	919	.81335
106	919	.81335
107	919	.81335
108	919	.81335
109	919	.81335
110	919	.81335
111	919	.81335
112	919	.81335
113	919	.81335
114	919	.81335
115	919	.81335
116	919	.81335
117	639	.81335
118	919	.81335
119	919	.81335
120	919	.81335
121	823	.72838
122	823	.72838
123	666	.58678
124	666	.58678
125	823	.72838
126	823	.72838
127	663	.58678
128	663	.58678
129	823	.72838
130	823	.72838
131	663	.58678
132	663	.58678
133	823	.72838
134	823	.72838
135	823	.72838
136	823	.72838
137	823	.72838
138	823	.72838
139	663	.58678
140	663	.58678
141	672	.59474
142	672	.59474
143	663	.58678
144	663	.58678
145	719	.63634
146	719	.63634
147	719	.63634
148	719	.63634
149	719	.63634
150	719	.63634
151	719	.63634
152	672	.59474
153	672	.59474
154	672	.59474
155	672	.59474
156	672	.59474
157	719	.63634
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159	719	.63634
160	719	.63634
161	719	.63634
162	672	.59474
163	672	.59474
164	672	.59474
165	672	.59474
166	672	.59474
167	672	.59474

80119 0412

Unit	Square Footage	Percentage of Interest in Common Elements
201	1120	.99124
202	1120	.99124
203	942	.83370
204	1057	.93548
205	1057	.93548
206	442	.83370
207	1029	.91070
208	970	.85848
209	970	.85848
210	1029	.91070
211	1029	.91070
212	970	.85848
213	970	.85848
214	1029	.91070
215	982	.86910
216	1044	.92398
217	1053	.93194
218	991	.87707
219	970	.85848
220	1057	.93548
221	846	.74874
222	904	.80007
223	749	.66289
224	693	.61333
225	846	.74874
226	904	.80007
227	693	.61333
228	749	.66289
229	889	.78680
230	861	.76201
231	693	.61333
232	758	.67086
233	861	.76201
234	889	.78680
235	904	.80007
236	846	.74874
237	861	.76201
238	889	.78680
239	749	.66289
240	693	.61333
241	683	.60448
242	683	.60448
243	693	.61333
244	749	.66289
245	744	.65847
246	719	.63634
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248	744	.65847
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250	744	.65847
251	744	.65847
252	702	.62129
253	702	.62129
254	1014	.89742
255	1014	.89742
256	1014	.89742
257	1014	.89742
258	744	.65847
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260	744	.65847
261	752	.66555
262	1014	.89742
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264	1014	.89742
265	1014	.89742
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267	1014	.89742
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269	1014	.89742

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80119 0413

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X
RETURN TO:
HEXTER-FAIR TITLE CO.
1307 PACIFIC
DALLAS, TEXAS 75202
Joyce Beac

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly re-
corded in the volume and page of it's named records
of Dallas County, Texas as stamped herein by me.

JUN 17 1960



L.E. Mendenhall

COUNTY CLERK, Dallas County, Texas

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