



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR
SPRINGTREE CROSSING CONDOMINIUMS**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SPRINGTREE CROSSING CONDOMINIUMS (this "Notice") is made this 20 day of October, 2008, by the Springtree Crossing Condominium Association (the "Association").

WITNESSETH:

WHEREAS, Springtree Crossing Joint Venture (the "Declarant") prepared and recorded an instrument entitled "Declaration and Master Deed for Springtree Crossing Condominiums" at Volume 80176, Page 0328 *et seq.* of the Condominium Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the condominium regime covered by the Declaration, which regime is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the condominium regime is located; and

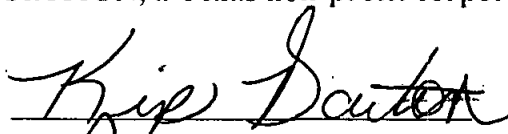
WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Dallas County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibit "A"* are true and correct copies of the originals and are hereby filed of record in the real property records of Dallas County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent as of the date first above written.

**SPRINGTREE CROSSING CONDOMINIUM
ASSOCIATION, a Texas non-profit corporation**

By:



Its:



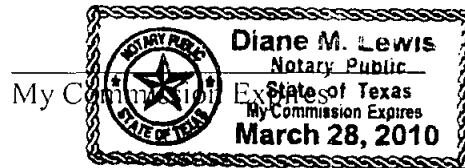
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Kip Barton, President of Springtree Crossing Condominium Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 20 day of October, 2008.

Diane M. Lewis
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219

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EXHIBIT "A"

DEDICATORY INSTRUMENTS

- A-1 Articles of Incorporation
- A-2 Bylaws [for] Springtree Crossing Condominium Association
- A-3 [First] Amendment to Bylaws [for] Springtree Crossing Condominium Association
- A-4 Procedures and Penalties for Collection of Delinquent Dues

SEP 02 1980

CLERK I.G.
Corporation Division

ARTICLES OF INCORPORATION
OF

SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION

We, the undersigned natural persons of the age of twenty-one or more, at least two of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following Articles of Incorporation for a nonprofit corporation:

ARTICLE ONE

Definitions

The following words, when used in these Articles of Incorporation, shall have the following meanings:

(a) "Association" shall mean and refer to the corporation incorporated hereunder.

(b) "Apartment" shall mean an enclosed space consisting of one (1) or more rooms occupying all or a part of a floor in a building of one (1) or more floors or stories, regardless of whether it is designed for a residence or for any other type of independent use, provided it has a direct exit to a thoroughfare or to common space leading to a thoroughfare. Each Apartment shall be the element of a Condominium which is not owned in common with the Owners of other Condominiums in the Project. Each Apartment shall consist of a fee simple interest bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof (including any covered parking space allocated to any Apartment), and an Apartment includes both the portions of the building so described and the airspace

EXHIBIT

tabbies

A-1

so encompassed. Heating or air conditioning equipment serving an Apartment exclusively shall be a part of such Apartment.

(c) "Common Elements" shall mean both the General Common Elements, as hereinafter defined, and the Limited Common Elements, as hereinafter defined.

(d) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the General Common Elements, any Limited Common Elements allocated to his Apartment, and ownership of a separate interest in an Apartment.

(e) "Developer" shall mean Springtree Crossing Joint Venture, a joint venture, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Springtree Crossing Joint Venture, all or a portion of its rights hereunder as such Developer, by an instrument expressly assigning such rights of Developer to such assignee.

(f) "Declaration" shall mean and refer to that certain Declaration and Master Deed for SpringTree Crossing Condominiums applicable to the Property and to be recorded in the Condominium Records of Dallas County, Texas, and as the same may be amended or supplemented from time to time as therein provided.

(g) "General Common Elements" shall mean and include the following:

- (i) the Land, as hereinafter defined;
- (ii) the foundations, bearing walls, perimeter walls and columns;
- (iii) roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- (iv) the compartments or installations of central services, such as central air conditioning and heating, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs,

water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use;

(v) the premises and facilities, if any, used for the maintenance or repair of the Condominium Project;

(vi) all common recreational facilities, such as the tennis courts, swimming pool and the grounds, yards and walkways;

(vii) greens, gardens, balconies and patios (subject to the provisions of Section 2.03 of the Declaration), storage sheds, service streets and parking areas; and

(viii) all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.

(h) "Land" shall mean and refer to that certain tract or parcel of land containing approximately 5.913 acres and located in Dallas County, Texas, as more particularly described in the Declaration.

(i) "Limited Common Elements" shall mean and include those items which would otherwise be considered General Common Elements which are reserved by Developer for the use of Owners of specific Apartments to the exclusion of other Owners, such as special corridors, stairways, balconies, patios and parking spaces, both open and covered. The Limited Common Elements shall be designated and appropriately lettered or numbered by Developer on the Plan, and the Limited Common Elements allocated to each Apartment in each Condominium deed shall be appurtenant to such Apartment.

(j) "Member" shall mean and refer to each Owner (including Developer) as provided herein in Article Nine.

(k) "Mortgage" shall mean a first lien deed of trust, as well as a mortgage held by a Mortgagee, as hereinafter defined.

(l) "Mortgagee" shall mean a beneficiary under or holder of a Mortgage who has given to the Association

written notice that it is the beneficiary under or holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

(m) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any Condominium, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

(n) "Plan" shall mean the Condominium Plan of the Project filed for record by Developer and any amendments thereto.

(o) "Property" shall mean and refer to the Land, together with the easements appurtenant thereto.

(p) "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon, together with all additions which may hereafter be made thereto as provided in Article II of the Declaration.

ARTICLE TWO

Name

The name of the Association is SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION.

ARTICLE THREE

Term

The period of duration of the Association is perpetual.

ARTICLE FOUR

Purposes and Powers

The Association is a non-profit corporation and does not contemplate pecuniary gain or profit to the Members

hereof. The specific purposes for which it is formed are to provide a governing body for all the Owners for the acquisition, construction, management, maintenance, repair, replacement and care of the Common Elements, and to preserve the beautification of the Common Elements pursuant to Article III of the Declaration, and for these purposes;

(a) To borrow money and to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(b) To maintain the Common Elements;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, and reference to the Declaration is hereby made for all purposes;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including any licenses, taxes or governmental charges which may be levied or imposed against the Common Elements or any other property owned by the Association;

(e) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the resident of the Project; provided that no part of the net earnings of the Association shall inure to the benefit of or be distributable to any Member, Director or officer of the Association, or any private individual

(except that reasonable compensation may be paid for services rendered to or for the Association effecting one or more of its purposes), and no Member, Director or officer of the Association, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Association; and provided further, that no part of the activities of the Association shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE FIVE

Place of Business; Registered Office

The principal place of business of the Association will be at 11311 Audelia, Dallas, Texas, 75243. The post office address of the initial registered office of the Association is 11311 Audelia, Dallas, Texas 75243, and the name of its initial registered agent at such address is Don Mann.

ARTICLE SIX

Directors

The business and affairs of the Association shall be managed by a Board of Directors consisting of the number of directors determined from time to time as provided in the Bylaws of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall in no event be less than three (3) nor more than seven (7). The initial Board of Directors of the Association shall consist of three (3) directors. Directors need not be members of the Association. Directors shall be elected by the Members in the manner determined by the Bylaws, and may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the Bylaws.

The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

Don Mann	13601 Preston Road, Suite 717 East Dallas, Texas
Jerry A. Kagay	13601 Preston Road, Suite 705 East Dallas, Texas
Glenn E. Turner	13601 Preston Road, Suite 705 East Dallas, Texas 75240

ARTICLE SEVEN

Incorporators

The name and street address of each of the incorporators is:

William A. Thau	2200 First National Bank Bldg. Dallas, Texas 75202
Edward F. Walker	2200 First National Bank Bldg. Dallas, Texas 75202
Lawrence C. Adams	2200 First National Bank Bldg. Dallas, Texas 75202

ARTICLE EIGHT

Members

Every person or entity who is now or hereafter becomes an Owner shall automatically be a member of the Association, and membership in the Association shall be appurtenant to and may not be separated from ownership of any Condominium. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An Assignment or other instrument of transfer establishing a change in the record title to a Condominium shall have been duly executed and recorded in the office of the County Clerk of Dallas County, Texas; and

(b) The Owner transferring the Condominium shall have notified the Board of Directors in writing of the name and address of the transferee and the nature of the transfer and the Apartment transferred, as well as

such other information relative to the transfer and transferee as the Board of Directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Condominiums by Developer.

The interest and proportionate share of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Condominium.

ARTICLE NINE

Voting Rights of Members

The Association shall have two classes of voting memberships:

CLASS A: Class A Members shall be all Members with the exception of Developer. Class A Members shall be entitled to one vote for each Condominium in which they hold the interest required for membership. When more than one person holds such interest or interests in any Condominium, all such persons shall be Members, and the vote for such Condominium shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Condominium.

CLASS B: The Class B Member(s) shall be the Developer. The Class B Member(s) shall have a total number of votes equal to one more than the total number of votes of the Class A members. However, at such times as the total number of Condominiums owned by the Class A Members equals or exceeds three (3) times the total number of Condominiums owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one vote for every Condominium owned by it. Control of the Association shall become vested in the Class A Members

within not more than 120 days after completion of transfer to Class A Members of title to Apartments representing seventy five percent (75%) of the votes of all Members, exclusive of votes of Owners of Apartments within any future expansion of the Project.

ARTICLE TEN

Merger and Consolidation

To the extent permitted by law, the Association may participate in mergers and consolidations only with other nonprofit corporations organized for the same general purpose as the Association.

ARTICLE ELEVEN

Indemnification of Directors and Others

The Members of the Board of Directors and officers of the Association shall not be personally liable to the Association, Owners or others for any mistake of judgment or for any acts or omissions made in good faith acting as such Board members or officers individually or collectively. Each member of the Board of Directors and each officer shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, or any settlement thereof, by reason of his being or having been a member of the Board of Directors or an officer of the Association, whether or not he is a member of the Board of Directors or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall

apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE TWELVE

Amendments

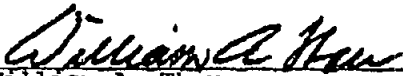
Amendment of these Articles shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Association; provided, that no amendment shall be made which would cause these Articles to be in conflict with the terms or provisions of the Declaration or which would change the status and purpose of the Association as a non-profit corporation.

ARTICLE THIRTEEN

Distribution of Assets Upon Dissolution

Upon dissolution of the Association, the assets both real and personal of the Association shall be (i) granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization engaged in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United States Internal Revenue law, or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

IN WITNESS WHEREOF, we have hereunto set our hands this
28th day of August, 1980.


William A. Thau


Edward F. Walker


Lawrence C. Adams

THE STATE OF TEXAS)
COUNTY OF DALLAS)

I, Deborah L. Rydman, a Notary Public in and for said County and State, do hereby certify that on the 28th day of August, 1980, personally appeared before me WILLIAM A. THAU, EDWARD F. WALKER and LAWRENCE C. ADAMS, who being by me duly sworn, declared that they were the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year above written.

Deborah L. Rydman
Notary Public in and for
Dallas County, Texas

My Commission Expires:
6-23-81

DEBORAH L. RYDMAN

Rec'd 9/26/97

SPRINGTREE CROSSING CONDOMINIUM ASSOCIATION

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B Y L A W S

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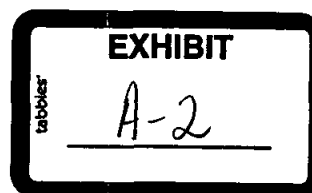
ARTICLE I

DEFINITIONS

The following words when used in these bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meaning:

(a) "Act" shall mean the Texas Condominium Act, Article 1301a of the Texas Revised Civil Statutes, and as the same may be amended from time to time.

(b) "Apartment" shall mean an enclosed space consisting of one (1) or more rooms occupying all or part of a floor in a building of one (1) or more floors or stories regardless of whether it is designed for a residence or for any other type of independent use, provided it has a direct exit to a thoroughfare or to common space leading to a thoroughfare. Each Apartment shall be the element of a Condominium which is not owned in common with the Owners of other Condominiums in the Project. Each Apartment is identified in a diagrammatic floor plan of the building in which it is situated as shown on the Plan and shall consist of a fee simple interest bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof (including any covered parking space allocated to any Apartment), and an Apartment includes both the portions of the building so described and the air space so encompassed. Heating or air conditioning equipment serving an Apartment exclusively shall be a part of such Apartment.



(c) "Association" shall mean SpringTree Crossing Condominium Association, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act, of which all Owners shall be members and through which the Owners shall act as a counsel of co-owners (as defined in the Act), which corporation shall administer the operation and management of the Project as a Condominium Project.

(d) "Board of Directors" or "Board" shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association.

(e) "General Common Elements" shall mean and include the following:

- (i) the Land;
- (ii) the foundations, bearing walls, perimeter walls and columns;
- (iii) roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- (iv) the compartments or installations of central services such as central air-conditioning and heating, power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators and the like, and all similar devices and installations existing for common use;
- (v) the premises and facilities, if any, used for the maintenance or repair of the Condominium Project;
- (vi) all common recreational facilities such as the swimming pool and the grounds, yards and walkways;
- (vii) greens, gardens, balconies and patios (subject to the provisions of Section 2.03 hereof), storage sheds, service streets and parking areas; and

(viii) all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

(f) "Common Elements" shall mean both the General Common Elements and the Limited Common Elements.

(g) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the General Common Elements, any Limited Common Elements allocated to his Apartment, and ownership of a separate interest in an Apartment.

(h) "Developer" shall mean Springtree Crossing Joint Venture, a joint venture, its successors and any assignee, other than an Owner, who shall receive by assignment from the said Springtree Crossing Joint Venture all, or a portion, of its rights hereunder as such Developer, by an instrument expressly assigning such rights as Developer to such assignee.

(i) "Declaration" shall mean the Declaration and Master Deed for SpringTree Crossing Condominiums, dated SEPTEMBER 5, 1980, executed by Developer and filed in the Deed Records of Dallas County, Texas.

(j) "Land" shall mean the 6.451 acres of land situated in Dallas County, Texas, as described on Exhibit "A" to the Declaration.

(k) "Limited Common Elements" shall mean and include those items which would otherwise be considered General Common Elements which are reserved by the Developer for the use of Owners of specific Apartments to the exclusion of other Owners, such as entry halls, stairways, balconies, patios and parking spaces, both open and covered. The Limited Common Elements have been designated and appropriately lettered or numbered by Developer on the Plan, and the Limited Common Elements allocated to each Apartment in each Condominium deed shall be appurtenant to such Apartment.

(l) "Managing Agent" or "Manager" shall mean the person or firm designated by Developer or the Board of Directors as hereafter provided to manage the affairs of the Project.

(m) "Mortgage" shall mean a first lien deed of trust as well as a first lien mortgage on one or more Condominiums.

(n) "Mortgagee" shall mean a beneficiary under or holder of a Mortgage who has given to the Association written notice that it is the beneficiary under or holder of a Mortgage affecting all or any part of the Project, as hereinafter defined.

(o) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or an undivided fee interest in any Condominium, including contract sellers. The foregoing is not intended to (include persons or entities who hold an interest merely as security for the performance of an obligation.

(p) "Plan" shall mean the Condominium Plan of the Project attached hereto as Exhibit "B" to the Declaration.

(q) "Property" shall mean the Land together with the easements appurtenant thereto.

(r) "Project" shall mean the Property and all structures and improvements now or hereafter erected thereon, together with all additions which may hereafter be made thereto as provided in Article II of the Declaration.

ARTICLE II

OFFICES

Section 1. Principal Office. The principal office of the Association shall be located in the County of Dallas, State of Texas.

Section 2. Other Offices. The Association may also have offices at such other places, within and without the State of Texas, as the board of directors may from time to time determine or as the business of the Association may require.

ARTICLE III

MEMBERSHIP

Section 1. Membership. The Members of the Association shall from time to time consist of and be limited to each person or entity who is then an Owner. Change of membership in the Association shall be established only when the following have been accomplished:

(a) An assignment or other instrument of transfer establishing a change in the record title to a Condominium shall have been duly executed and recorded in the office of the County Clerk of Dallas County, Texas; and

(b) The Owner transferring the Condominium shall have notified the board of directors in writing of the name and address of the transferee and the nature of the transfer and the Condominium transferred, as well as such other information relative to the transfer and transferee as the board of directors may reasonably request. Such notice shall also contain an executed or certified copy of the instrument of transfer.

The provisions of this paragraph shall not apply to sales of Condominiums by Developer.

The interest and proportionate share of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Condominium.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Apartment against which such assessments are made as provided by Article IV of the Declaration (incorporated herein and made a part hereof for all purposes).

Section 3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to the use of the common facilities of such Member, his tenants, and each individual residing with either of them in the Apartment owned by such Member, may be suspended by the board of directors until such assess-

ment has been paid. Such rights of a Member, his tenants, and each individual residing with either of them in such Member's Apartment, may also be suspended, after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the board of directors governing the use of the Common Elements and facilities, or for failure to meet any obligation imposed by the Declaration upon such Member, his tenants, or any individual residing with either of them.

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ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each Member, his tenants, and the individuals who reside with either of them in the Apartment owned by such Member, shall be entitled to the use and enjoyment of the Common Elements and facilities in accordance with and subject to the terms and conditions set forth in the Declaration, the Bylaws, and the rules and regulations adopted from time to time by the board of directors. The rights and privileges of any such tenant or other individual are subject to suspension to the same extent as those of the Member. Any Member may also delegate the aforementioned rights of enjoyment to his guests, subject to any applicable rules and regulations that may be adopted from time to time by the board of directors of the Association.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number; Qualifications. The affairs of this Association shall be managed by a board of directors. The board of directors of the Association shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Owners of a majority of the Apartments. The initial board of directors shall consist of three (3) members. Directors need not be residents of the State of Texas, but they must be Owners or spouses of Owners. If an Owner is a partnership or a corporation, any partner or officer thereof shall qualify as an Owner and may be a director.

Section 2. Election; Term. (The directors named in the Articles shall serve until the organization meeting of the Members.) At the organization meeting, three directors shall

be elected to serve for a term of one (1) year. Thereafter, directors shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal; provided, that if any director ceases to be an Owner or the spouse of an Owner, his membership on the Board shall thereupon terminate.

Section 3. Death, Resignation and Removal; Filling Vacancies. Any director may resign at any time by giving written notice to the other directors, and any director may be removed from membership on the board by the vote of a majority of the Owners. Any vacancy in the board shall be filled by the other directors, provided that the Owners, acting at a meeting called within ten (10) days after the occurrence of the vacancy, may fill the vacancy.

Section 4. Compensation. Directors shall serve without pay unless expressly approved by the Members entitled to cast a majority of the votes in the Association. However, a director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Place of Meetings. Meetings of the board of directors, regular or special, may be held either within or without the State of Texas.

Section 2. First Meeting. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the Members at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, providing a quorum shall be present. In the event of the failure of the Members to fix the time and place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the Members, the meeting may

be held at such time and place as shall be specified in a notice given as hereinafter provided for special meeting of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3. Regular Meetings. Regular meetings of the board of directors (in addition to the first meeting provided in Section 2 above) may be held without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should the day so fixed be a legal holiday, then the meeting shall be held at the same time on the next day not a legal holiday.

Section 4. Special Meetings. Special meetings of the board of directors may be called by the president and shall be called by the secretary on the written request of two directors of the board. Written notice of special meetings of the board of directors shall be given to each director at least three (3) days before the date of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum. A majority of the directors shall constitute a quorum for the transaction of business and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless a greater number is required by the Articles. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the board of directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the board of directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the board of directors prior to each annual meeting of the Members in which directors are to be elected, to serve from the close of such annual meeting

until the close of the next annual meeting in which directors are to be elected, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2.. Election. Election to the board of directors shall be by secret written ballot. At such election the Members or their proxies may cast as many votes as they are entitled to exercise.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Association shall be managed by its board of directors, which may exercise all such powers as are not by law, the Article or the Bylaws directed or required to be exercised and done by the Members. The power and authority of the board of directors shall include, but shall not be limited to, all powers, duties and authority vested in or delegated to the board of directors in the Declaration.

Section 2. Duties. It shall be the duty of the board of directors

(a) to make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of the Owners entitled to cast one-third (1/3) of the votes of the Association, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Owner within thirty (30) days after completion;

(b) to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration,

(i) to fix the amount of the annual assessment against each Condominium in advance of each annual assessment period, as provided in Article IV of the Declaration, and

(ii) to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on property owned by the Association and to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property; to assess all Condominiums in proportionate amounts to cover the deficiency;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) to cause the Common Elements to be maintained; and

(h) to perform any and all other duties and exercise any and all other powers specified in either the Declaration or the Articles.

Section 3. Limitation. The board's powers and duties hereinabove enumerated shall be limited in that the board shall not have the authority to acquire and pay for any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration) requiring any expenditure in excess of Ten Thousand Dollars (\$10,000.00) (exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages), without in each case the prior approval of the Members entitled to cast a majority of the votes in the Association.

ARTICLE IX

COMMITTEES

The board of directors, by resolution adopted by a majority of the board, may designate two (2) or more Members of the Association to constitute special committees, which committees, to the extent provided in such resolution, shall have and may exercise all of the authority of the board of directors within its field of responsibility except when the action of the board of directors is required by statute. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the Members shall be held at the offices of the Association, in Dallas County, Texas, or at such other location within or without the State of Texas as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. A regular annual meeting of Members shall be held on the first _____ of _____ in each year commencing with the year 1981. The date of the annual meeting may be changed from time to time by the resolution duly adopted by the board of directors of the Association.

Section 3. Special Meetings. Special meetings of the Members shall be called by the secretary upon written request of (a) two (2) members of the board of directors, or (b) Members entitled to cast one-fourth (1/4th) of the votes in the Association.

Section 4. Notice. Written notice of the organization meeting, each annual meeting, and each special meeting of the Members, specifying the date, hour and place of the meeting, shall be delivered to each Owner not less than ten (10) nor more than fifty (50) days prior to the date fixed

for said meeting. Notices of special meetings shall in addition specify the general nature of the business to be transacted at the meeting.

Section 5. Purposes. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. Quorum. The presence at any meeting of Members entitled to cast a majority of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, the Members present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Members in accordance with the provisions of Section 4 of this Article X, and at that meeting the presence of Members entitled to cast one-third (1/3rd) of the votes in the Association shall constitute a quorum. If a quorum is not present at the second meeting, the Members present, though less than a quorum, may again adjourn the meeting to a later date and give notice thereof to all Members in accordance with the provisions of Section 4 of this Article X and at the third meeting whatever Members are present shall constitute a quorum.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

Section 8. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with the Bylaws. Whenever there is more than one record Owner of a Condominium, any or all of the record Owners may attend and vote at any meeting of the Members, but in no event shall more than one vote be cast with respect to any Condominium.

Section 9. Proxies. Any Member may attend and vote at any meeting of Members in person or by an agent duly appointed by an instrument in writing signed by the Member and filed

with the board of directors. Whenever there is more than one (1) recorded Owner of a Condominium, any designation of an agent to act for such record Owners must be signed by all such record Owners. Any designation of an agent to act for a Member may be revoked at any time by written notice to the board of directors and shall be deemed revoked when the board shall receive actual notice of the death or judicially declared incompetency of such Member or of the conveyance by such Member of his Condominium. Upon the death of a Member, the legal representative of the Member's estate shall have the right to vote for that Member and the legally appointed guardian of a Member who has been judicially declared to be incompetent shall have the right to vote for the Member.

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. Record Date. The board of directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing,

setting forth the action so taken, shall be signed by the Members entitled to cast a majority of the votes in the Association.

ARTICLE XI

NOTICES

Section 1. Delivery. Any notice to a director or Member shall be in writing and delivered personally or mailed to the director or Member addressed to the director or Member at his Apartment at the Project, or at such other address as may be given in writing to the board of directors by the director or Member. Notice by mail shall be deemed to be given at the time when deposited in the United States Mail addressed to the Member or directors, with postage thereon prepaid. Notice to directors may also be given by telegram and shall be deemed to be given when given to the telegraph company.

Section 2. Waivers. Whenever any notice is required to be given to any Member or director by law, the Declaration, the Articles, or the Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance at Meetings. Attendance of any Member or director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a president (who shall at all times be a member of the board of directors), a vice president, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

The President

(a) The president shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the board of directors, shall have general and active management of business of the Association, and shall see that all orders and resolutions of the board of directors

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are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

The Vice Presidents

(b) The vice presidents in the order of their seniority, unless otherwise determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. They shall perform such other duties and have such other powers as the board of directors shall prescribe.

The Secretary and Assistant Secretaries

(c) The secretary shall attend all meetings of the board of directors and all meetings of the Members and record all the proceedings of the meeting of the Association and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the Association and, when authorized by the board of directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

(d) The assistant secretaries in the order of their seniority, unless otherwise determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such powers as the board of directors may from time to time prescribe.

The Treasurer and Assistant Treasurers

(e) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors.

(f) The treasurer shall disburse the funds of the Association as may be authorized by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors at its regular meetings or when the board of directors so requires an account of all his transactions as treasurer and of the financial condition of the Association.

(g) If required by the board of directors, the treasurer shall, at the expense of the Association, give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

(h) The treasurer shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the membership at its regular annual meetings, a copy of each of which shall be made available to each Member upon request.

(i) The assistant treasurers in the order of their seniority, unless otherwise determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, State of Texas". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XV

AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members or directors, by a vote of the Members or directors, as the case may be, entitled to cast a majority of the votes of a quorum of the Members or directors present in person or by the Members present by proxy.

ARTICLE XVI

CONFLICTS

In the case of any conflict between the Articles and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the board of directors.

Amendments to ByLaws
Springtree Crossing Condominium Association

ARTICLE V
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

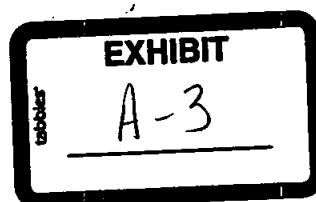
Section 1. Number; Qualifications. The affairs of this Association shall be managed by a Board of Directors. Said Board of Directors shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by a majority of the owners in good standing of the condominiums. Directors must reside on the property and be owners, or the spouses of owners, in good standing. If an owner is a partnership or a corporation, any partner or officer thereof shall qualify as an owner and may be a director provided the aforesated requirements are met.

Section 2. Election; Term. Directors shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal; provided that if any director ceases to be an owner or the spouse of an owner, his membership on the Board shall thereupon terminate.

Section 3. Death, Resignation and Removal; Filling of Vacancies. Any director may resign at any time by giving written notice to the other directors. Any director may be removed from membership on the Board by the vote of a majority of the owners in good standing or by failure to attend three consecutive meetings of the Board without prior approval, for good cause, of a majority of the members of the Board.

ARTICLE X
MEETINGS OF MEMBERS

Section 10. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each Annual Meeting of members, a complete list of members entitled to vote at such meeting or any adjournment thereof, with the address of each member. This list shall be kept on file at the principal office of the Association for a period of ten (10) days prior to the Annual Meeting and shall be subject to inspection by any member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting.



ARTICLE XII
OFFICERS AND THEIR DUTIES

Section 8: Duties. The Treasurer and Assistant Treasurers

Subsection (j) The treasurer may delegate the responsibilities of his office to a properly licensed and bonded agent designated by the Board of Directors. He shall, however, maintain oversight of such agent to insure that the corporate funds and securities are properly administered.

SPRINGTREE CONDOMINIUMS HOMEOWNER'S ASSOCIATION

PROCEDURES AND PENALTIES FOR COLLECTION OF

DELINQUENT DUES

S.V.I. Management Corporation is instructed by the Board of Directors to administer the billing and collection of Homeowner Association dues by following these guidelines without further Board action through the foreclosure posting when the account is at least three months delinquent and other legal remedies have failed. Delinquent accounts are reviewed monthly and discussed with the Board at each regularly scheduled meeting. The Board may, at their discretion, instruct the management company to make exceptions to these rules if the situation is deemed necessary.

All payments for current month assessments are due on the first day of the month. Assessments include annual and special assessments, interest costs, attorney fees and other such fees charged against an account. Payments for current month dues received by the management company on or before the tenth of the month will be considered current and no penalties will be imposed. References below to "days past due" are counted from the first day of the month that the dues were originally owed.

- * Eleven days past due: Penalties are charged and a past due notice is sent by the management company.
- Twenty two days past due: Penalties are charged and a five day demand letter is sent by the management company.
- Twenty seven days past due, (including any and all charges): Demand letter is sent by legal counsel stating the condition of the account. Current legal cost is approximately \$100.00, (charged back to the Homeowner).
- * Continued debt: A lien of delinquent dues and fees are posted by attorney upon approval by the Board of Directors. Current legal cost approximately \$250.00, (charged back to Homeowner).
- * Continued debt: Foreclosure proceedings will be implemented by attorney upon approval by the Board of Directors. All legal fees will be charged back to the Homeowner. Attorney fees escalate with communications from the debtor.

EXHIBIT

A-4

SPRINGTREE CONDOMINIUMS HOMEOWNER'S ASSOCIATION

PROCEDURES AND PENALTIES FOR COLLECTION OF

DELINQUENT DUES

(Continued)

- * All costs incurred by the Association in pursuing collections of delinquent accounts will be billed back to the Owner in accordance with the governing documents of the Association.
- * The voting rights of an Owner will be suspended as will use of the common area facilities during any period in which such Owner is delinquent in the payment of any assessment.
- * All monies received by the Association will be applied to amounts outstanding in the following order.
 1. Fines assessed for Community Policy Violations
 2. Attorney fees and any actual costs incurred by the Association on behalf of the Homeowner
 3. Late fees, (prior month then current)
 4. Delinquent special assessments
 5. Delinquent monthly dues
 6. Current monthly dues
 7. Current special assessments

According to the policy adopted by your Board of Directors the delinquent charges will be as follows:

\$25.00 initial late charge for any dues or assessments paid past the due date.

This policy will be strictly enforced.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

A handwritten signature in dark ink, appearing to read "JF Warren", is written over the official text.

John F. Warren, County Clerk

Dallas County TEXAS

October 23, 2008 02:41:37 PM

FEE: \$156.00

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