

**FIRST AMENDMENT TO THE FIRST AMENDED  
CONDOMINIUM BYLAWS  
FOR  
HOLLY GLEN CONDOMINIUMS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

KNOW ALL MEN BY THESE PRESENTS:

This FIRST AMENDMENT TO THE FIRST AMENDED CONDOMINIUM BYLAWS FOR HOLLY GLEN CONDOMINIUMS (this "First Amendment") is made effective as of December 13, 2018, by Holly Glen Condominium Owners Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, ISC Properties, Inc. (as the "Developer") prepared and declared an instrument entitled Condominium Declaration for Holly Glen Condominiums, (A Condominium) filed June 12, 1980, and recorded as Instrument No. 198001176390, at Volume 80117, Page 1329, *et seq.*, Deed Records, Dallas County, Texas (hereinafter referred to as the "Declaration"), as such may be amended and/or supplemented from time to time; and

**WHEREAS**, bylaws were adopted for the Association and were attached as Exhibit "B" to the Declaration and were subsequently amended and replaced by the First Amended Condominium Bylaws for Holly Glen Condominiums which were filed of record on June 30, 2000, at Instrument No. 20001025049 in the Official Public Records, Dallas County, Texas, as such may be amended and/or supplemented from time to time, (hereinafter referred to as the "Bylaws"); and

**WHEREAS**, Article XII, Section 12.06 of the Bylaws, entitled "Amendment", provides the following in Sub-Section (b):

(b) By Owners. Except as provided in the Condominium Acts and otherwise specifically provided in the Declaration, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing fifty-one (51%) of the Percentage Interests in the Common Elements.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause. To be effective, any amendment must be recorded in Dallas County, Texas.

If an Owner consents to any amendment to these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the owner and a third party will affect the validity of such amendment. Any action to challenge the validity of an amendment

adopted under this Section must be brought within one (1) one year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

No meeting to consider or adopt an amendment to these Bylaws or any other rules of the Association shall be held unless such Owner has been provided a document showing the specific amendment to be considered before the tenth (10<sup>th</sup>) day and no later than the twentieth (20<sup>th</sup>) day preceding the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the United States mail with a proper address and postage paid.

**WHEREAS**, the members desire to amend the Bylaws to delete the language of Article V, Section 5.03 of the Bylaws in its entirety and replace it with new language.


**NOW, THEREFORE**, Article V, Section 5.03 of the Bylaws of the Association is hereby amended by deleting the language of Article V, Section 5.03 of the Bylaws in its entirety and replacing such with the following language:

Every Owner shall be obligated to obtain and maintain at all times a standard Texas insurance policy for betterments and improvements installed by the Owner or previous Owners, and not insured by policies maintained by the Association. Every Owner shall also obtain Liability coverage to protect him or herself against claims due to accidents within his or her Unit and casualty insurance on the contents of such Unit. Unit Owners have the sole and absolute responsibility for obtaining and paying for this coverage and absolve the Association of any liability to make sure that an Owner has such coverage. However, the Association will require proof of insurance to be shared with the Association once a year and failure to do so in a timely manner is subject to fines outlined in the Rules.

Except as modified by this First Amendment, the Bylaws shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned officer of Holly Glen Condominium Owners Association, Inc. certifies that this First Amendment was approved by the affirmative vote of owners representing at least fifty-one (51%) of the Percentage Interests in the Common Elements at an annual meeting of the members duly called and held on December 13, 2018.

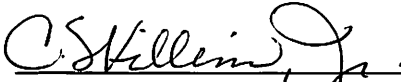
**HOLLY GLEN CONDOMINIUM OWNERS  
ASSOCIATION, INC.**

By:   
SABRINA A. BUNKS, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Robert M. Blend, a duly authorized agent for Holly Glen Condominium Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>th</sup> day of January, 2019.

  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
**The Blend Law Firm, P.C.**  
**14131 Midway Road, Suite 1240**  
**Addison, Texas 75001**

