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**BY-LAWS
OF THE
GLEANNLOCH FARMS COMMUNITY ASSOCIATION, INC.**

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BY-LAWS

OF

GLEANNLOCH FARMS COMMUNITY ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

- A. **Name.** The name of the Association shall be Gleannloch Farms Community Association, Inc. (hereinafter sometimes referred to as the "Association").
- B. **Principal Office.** The principal office of the Association shall be located in Harris County.
- C. **Definitions.** The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants Conditions and Restrictions for Gleannloch Farms recorded in the Harris County, Texas public records (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration")

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

- A. **Membership.** The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration and specifically incorporated herein by reference.
- B. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors.
- C. **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings shall be set by the Board. Meetings shall be of the Neighborhood Representatives.
- D. **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Neighborhood Representatives representing at least ten (10%) of the total Class "A" votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof.
- E. **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Neighborhood Representatives shall be delivered, either personally or by

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mail, fax or other electronic means, to each Neighborhood Representative entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice must contain a description of the topics or issues to be discussed.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Neighborhood Representative at his or her address as it appears on the records of the Association, with postage thereon prepaid.

F. Waiver of Notice. Waiver of notice of a meeting of the Neighborhood Representatives shall be deemed the equivalent of proper notice. Any Neighborhood Representative may, in writing, waive notice of any meeting of the Neighborhood Representatives, either before or after such meeting. Attendance at a meeting by a Neighborhood Representative or alternate shall be deemed waiver by such Neighborhood Representative of notice of the time, date, and place thereof, unless such Neighborhood Representative specifically objects to lack of proper notice in writing at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

G. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Neighborhood Representatives who are present at such meeting, in person [or by proxy], may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Representatives in the manner prescribed for regular meetings.

H. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Except as otherwise specifically provided herein or in the Declaration, the votes allocated to each Lot, Homesite or Tract shall be cast only by the Neighborhood Representative elected to represent the Neighborhood of which the Lot, Homesite or Tract is a part, as more particularly provided in Article V, Section D of the Declaration. Neighborhood Representatives shall be granted adequate time to present for a vote such issues or matters upon which a vote shall be taken to the Members such Neighborhood Representative represents. Each Neighborhood Representative may vote in person or by proxy appointed by instrument in writing and subscribed by the Neighborhood Representative or by the duly authorized attorney of such Neighborhood

Representative may vote in person or by proxy appointed by instrument in writing and subscribed by the Neighborhood Representative or by the duly authorized attorney of such Neighborhood Representative. Facsimile proxies shall be valid. At all meetings of the Members, all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or the By-Laws, shall be decided by the vote of a majority of the members of the Association present in person or by proxy and entitled to vote, a quorum being present. All voting shall be via voice, except that, upon determination of the presiding officer of any meeting or upon demand of a majority of members present or their proxies, voting on any issues remaining on the agenda at any meeting shall be by ballot. Each ballot shall be signed by the member voting or by his proxy. At the option of the Board of Directors, any vote may be taken by mail ballot, or any combination of mail, proxy or in person. Mail ballots may be counted toward a proxy of members present (as if in attendance at a meeting).

I. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

J. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of the Neighborhood Representatives [or their alternates] representing a majority of the total eligible votes in the Association shall constitute a quorum at all meetings of the Association.

K. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

L. Action Without a Meeting. Any action required by law to be taken at a meeting of the Neighborhood Representatives or any action that may be taken at a meeting of the Neighborhood Representatives, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Neighborhood Representatives entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Neighborhood Representatives.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. After Class "B" Membership ceases to exist, all directors must be Members. However, so long as Class "B" Membership exists, Board members are not required to be Members. In the case of a Member that is a corporation or partnership, the person designated in writing by either proxy or a resolution to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Membership Existence.

(a) During the existence of Class "B" Membership, directors shall be elected pursuant to Article V, Section (C)(2) of the Declaration, as incorporated herein by reference.

(b) Except for directors selected by the Class "B" Member, Directors shall be elected by a majority vote of the Neighborhood Representatives in person or by proxy at a properly called meeting at which a quorum is present, or by any combination of the same.

Section 3. Right To Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" Membership exists.

So long as the Class "B" Membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors of a Board elected by the Neighborhood Representatives, or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the Secretary of the Association, as it may change from time to time; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board or the Association. The Class "B" Member, its representative or agents shall make its concerns, thoughts, and suggestions known to the members of the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors and to be taken by the Board, the Association, or any individual member of the Association, if Board, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. The Class "B" Member shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 6 below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except for directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Neighborhood Representatives to serve a term of one (1) year or until their successors are appointed, 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 in no event less than the number of position to be filled.

Section 6. Removal of Directors and Vacancies. Any vacancy created during the initial term of the Board may be filled by the remaining directors.

Any director elected by the Neighborhood Representatives may be removed, with or without cause, by the vote of Neighborhood Representatives holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Neighborhood Representatives other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Neighborhood Representatives other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Neighborhood Representatives entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Neighborhood Representatives who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or not in compliance with the recorded restrictions for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor.

B. Meetings.

Section 1. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Neighborhood Representatives shall be held within sixty (60) days thereafter at such time and place as shall be fixed by the Board.

Section 2. 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 one (1) such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to the directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Alternatively, the Board of Directors may schedule a regular meeting date, place and time and, after forwarding notice of the same, shall not have the obligation to give future notices until a change is made.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice issued at the request of the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, facsimile or other such communication methods, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting in writing before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Neighborhood Representatives representing a majority of the total Class "A" votes of the Association at a regular or special meeting of the Association; provided, however, that a director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of

the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings. Subject to the provisions of Section B(9) of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss or vote on matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs.

The Board of Directors shall delegate to one or more of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, that might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws, Texas law or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparing and adopting of annual budgets;
- (b) making assessments, establishing the means and methods of collecting such assessments, and establishing the payment schedule for Special Assessments and any Neighborhood Assessments, if other than annual;
- (c) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (d) providing for the operation, care, upkeep and maintenance of all Common Areas and Exclusive Common Areas;

(e) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas and exclusive Common Areas, if any, in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(f) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its Property and the Common Areas and exclusive Common Areas, if any, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(g) making and amending rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations;

(h) opening of bank accounts on behalf of the Association and designating the signatories required;

(i) enforcing by legal means the provisions of the Declaration, including the provisions regarding architectural control, these By-Laws, and the rules and regulations adopted by the Association and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities with policy limits, coverage and deductibles as deemed reasonable by the Board of Directors and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting, in alphabetical order, the names, Property addresses and mailing addresses of all Members;

(n) making available upon request to any prospective purchaser, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Property, for any proper purpose during normal business hours by advance appointment, copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing such Property and all other books, records, and financial statements of the Association for a reasonable charge; and

(o) permitting utility suppliers to use portions of the Common Areas and exclusive Common Areas, if any, reasonably necessary to the ongoing development or operation of the Property.

Section 2. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (b), (f), (g), and (i) of Section C(1) of this Article.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual or cash accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform to generally accepted accounting principles.

(c) Cash accounts of the Association shall not be commingled with any other accounts.

(d) No remuneration without full disclosure and prior agreement of the Board of Directors, or as contained in a written management contract, shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association.

(e) Any financial or other interest that any director, Neighborhood Representative or the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors.

(f) Commencing at the end of the month in which the first Lot, Tract or Homesite is sold and closed, financial reports shall be prepared for the Association monthly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual or cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments that remain delinquent.

(g) An annual report consisting of at least the following shall be made available at each meeting of Members to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas and exclusive Common Areas, if any, or for any other proper purpose without the approval of the Members of the Association.

Section 5. Rights of the Association. With respect to the Common Areas and exclusive Common Areas, if any, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person or entity for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other Neighborhood owner or resident associations, both within and without the Properties. Such agreements shall require the consent of a majority of the total number of directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the existence of Class "B" Membership unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause.

Section 6. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or any person's right to use the Common Areas and exclusive Common Areas, if any, for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted by the Association; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot, Tract, or Homesite. In addition, the Association shall be entitled to suspend any services provided by the Association to a Lot, Tract, or Homesite in the event that the Owner of such Lot, Tract, or Homesite is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest or invitee of a Lot, Tract, or Homesite Owner violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant and/or owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay to the Association certain charges and Assessments, including such charges and Assessments as may be included,

from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the Lot, Tract or Homesite and shall become part of the Assessments due on the Lot, Tract or Homesite. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration shall be assessed against the Owner and the Lot, Tract or Homesite, and shall become part of the Assessments due on the Lot, Tract or Homesite. Such costs, expenses, and fees shall include, but not be limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee may be set annually by the Board of Directors, which shall be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board of Directors, which shall be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- (d) a Partial Payment Processing Fee, set by the Board of Directors, which shall be assessed of any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;
- (e) a Transfer Fee, set by the Board of Directors, which shall be assessed for the transfer of ownership of any Lot, Tract or Homesite including by foreclosure, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the Lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new owner; and
- (f) a Refinance Fee, set by the Board of Directors, which shall be assessed for the refinance of any Lot, Tract or Homesite to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the Lot, Tract or Homesite and updating the books and records of the Association.

Any such Assessment or charge that is not paid when due shall be delinquent.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth

above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

Article IV
Officers

A. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

B. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Neighborhood Representatives. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

C. Removal. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

D. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

E. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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.

F. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or such other person or persons as may be designated by resolution of the Board of Directors.

Article V
Committees

A. General. The Board of Directors is hereby authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee and in accordance with such rules as are adopted by the Board of Directors. All committees of the Association shall be vested with advisory powers only and are not authorized to act on behalf of the Association.

Article VI
Neighborhood Committees and Representatives

A. Committees. Each Neighborhood shall have a Committee. Such Neighborhood Committee shall consist of three (3) Members. The Neighborhood Committee Members shall be nominated and elected at a duly called meeting of the Owners in such Neighborhood.

B. Representatives. The Neighborhood Committee person elected by the most votes shall serve as the Neighborhood Representative. The Neighborhood Committee is responsible for notifying the Association of the name of the Neighborhood Representative.

C. Representatives' Duties. The duties of such Neighborhood Representative shall include attendance at Association meetings requiring Neighborhood Representative attendance and casting of the number of votes allotted to the Neighborhood he or she represents for any Association matter or issue requiring a vote by the Membership. Such votes shall be cast according to the preference expressed by a majority of Members present at a meeting of the Neighborhood Committee called to discuss such Association matters or issues.

Article VII
Miscellaneous

A. Fiscal Year. The fiscal year of the Association shall be July 1 to June 30 of each year.

B. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Articles of Incorporation, the Declaration, or these By-Laws.

C. Conflicts. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, the Declaration, and/or these By-Laws, then the provisions of Texas law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

D. Books and Records.

1. Inspection by Members and Mortgagees. The Declaration, By-Laws, and Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and the minutes of meetings of the Members, Neighborhood Representatives, the Board, and committees shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, Tract, or Homesite, Member of the Association, or by the duly appointed representative of any of the foregoing at any reasonable time and for a proper purpose during normal business hours at the office of the Association or at such other place within the Property as the Board shall prescribe, by appointment.

2. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made by appointment for a proper purpose; and
- (iii) payment of the cost of reproducing copies of documents requested.

3. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical Property owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

E. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first-class postage pre-paid:

(a) if to a Member or Neighborhood Representative, at the address that the Member or Neighborhood Representative has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot, Tract, or Homesite of such Member or Neighborhood Representative; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

F. Amendment. These By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of a majority of the Board of Directors and the consent of the Class "B" Members, so long as such membership exists. Notwithstanding the above, the percentage of votes or other approval necessary to amend a specific clause shall not be

less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right of privilege.

APPROVED BY:



DAVID A. CANNON, DIRECTOR



ROBERT E. FONDREN, DIRECTOR



JOHN B. EVANS, II, DIRECTOR

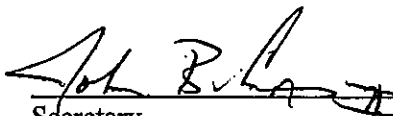
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Gleannloch Farms Community Association, Inc., a Texas corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 28 day of JANUARY, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 28 day of JANUARY, 1998.



Secretary

540-13-1284