

**GLENHOLLOW ESTATES  
PROPERTY OWNERS ASSOCIATION  
BYLAWS**

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BYLAWS OF  
GLENHOLLOW ESTATES  
PROPERTY OWNERS ASSOCIATION  
(A Texas Non-Profit Corporation)

ARTICLE I  
DEFINITIONS

1.01 Definitions. The words defined in the Declaration of Restrictive Covenants for Glenhollow Estates recorded in Volume 2926, Pages 490 through 502B of the Deed of Records of Collin County, Texas (the "Declaration"), shall have the same meaning in these Bylaws.

ARTICLE II  
NAME

2.01 Name. The name of this Corporation shall be GLENHOLLOW ESTATES PROPERTY OWNERS ASSOCIATION (hereinafter called the "Association").

ARTICLE III  
OFFICES

3.01 Registered Office. The registered office of the Association shall be as designated with the Secretary of State of the State of Texas, as it may be changed from time to time.

3.02 Other Offices. The Association may also have offices at such other places both within and without the State of Texas, as it may be changed from time to time.

ARTICLE IV  
PURPOSES AND PARTIES

4.01 Purposes. The purpose or purposes for which the Association is organized are to act as agent for the Owners of the Glenhollow Estates and for any and all property which is accepted by this Association for similar purposes, those purposes being as follows:

- (a) To exercise all of the power and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) To acquire by gift, purchase or to otherwise, to own, hold, improve, build upon, operation, maintain, convey, sell, lease, transfer, dedicate for public use or to otherwise dispose of real personal property in connection with the affairs of this Association subject to limitations, if any, set forth in the Declaration;
- (c) To borrow money, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations, if any, set forth in the Declaration;
- (d) To provide general sanitation, cleanliness, upkeep and maintenance of Common Areas, as provided in the Declaration;
- (e) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of Glenhollow Estates in accordance with the Declaration; and
- (f) To have and to exercise any and all powers, rights and privileges a corporation organized under the Non-Profit Corporation Law of the State of Texas, may now or hereafter exercise.

4.02 Parties. All present or future Owners, tenants, occupants, or any other person who might use in any manner the facilities of The Properties are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of all or any portion of a Lot or the mere act of occupancy of all or any portion of The Properties will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

ARTICLE V  
MEMBERSHIP, VOTING RIGHTS, VOTING, CUMULATIVE VOTING, QUORUM,  
PROXIES, ELECTION RECOUNTS, TABULATIONS

5.01 Membership. Each and every Owner of a Lot or any portion of The Properties shall automatically become a Member of the Association during such Owner's period of ownership of such Lot or portion thereof, and may not be severed from or held separately therefore. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

5.02 Voting Rights in the Association. Members shall be all Owners with exception of the Declarant. Class A Members shall be entitled to one (1) vote for each one (1) Lot in The Properties owned by each such Member. When two or more persons or entities hold undivided interest in any part of The Properties, all such persons or entities shall be Class A Members, and the vote for such part of The Properties shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any one (1) Lot in The Properties in which such members own undivided interests.

5.03 Voting. All Members shall be entitled to vote. The vote of the majority of those votes entitled to be cast by the Members present or voting by legitimate proxy at a duly called meeting at which a quorum of Members are represented shall be sufficient of the transaction of any business. All ballots must be signed by property owners unless it is an uncontested election or it is an electronic ballot.

5.04 Statutory Voting. At all meetings of the Association voting shall be statutory. Property owners may cast one vote either for or against each nominee for the officers, but may not give more than one vote to one nominee, and may vote once either for or against any proposals on the ballot.

5.05 Majority. As used in these Bylaws, the term "Majority of Owners" or "Majority of Members" shall mean those voting Members holding fifty-one percent (51%) of the votes of the Association. With 142 property owners in the Glenhollow Estates Property Owners Association, "Majority" shall consist of 72 votes. If any property in the association is owned by the bank or is in foreclosure, that property shall maintain its vote through the owning institution and shall continue to be counted as a member.

5.06 Quorum. Members holding one-half (1/2) of the votes entitled to be cast (including proxies - that number will be 71) shall constitute a quorum for voting on matters brought before the Association at meetings of Members called by the Board. In the event a quorum is not present, then the meeting for the same purposes within two (2) to four (4) weeks shall be sent by mailing a copy of the notice to each property owner or posting on the POA's website and emailing a copy to all property owners who have

supplied their email address, at which meeting the number of members represented in person or by proxy shall be sufficient to constitute a quorum. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

5.07 Proxies. Votes may be cast in person or by written proxy. No proxy shall be valid after eleven (11) months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary or Assistant Secretary of the Association before the appointed time of each meeting.

5.08 Election Recount. Property Owners may demand a recount of votes from an election if done so in writing and within 15 days from the date of the meeting at which the election was held.

5.09 Tabulation. Candidates for election to the Board of Directors/ Officers and their family members are prohibited from tabulating or otherwise being given access to the ballots cast in the election, except that such persons may be given access to the ballots cast in an election as part of a recount process. In addition, any person who does tabulate the votes cast in an election or other vote is prohibited from disclosing to any other person how any individual voted.

#### ARTICLE VI: ASSOCIATION RESPONSIBILITIES AND MEETING OF MEMBERS

6.01 Association Responsibilities. The Members will constitute the Association which will have the responsibility of administering and enforcing the covenants, conditions and restriction contained in the Declaration, including the collection and disbursement of charges and assessments created therein, through Board of Directors/Officers. In the event of any dispute or disagreement between any Member relating to The Properties, or any questions of interpretations or application of the provisions of the Declaration, Articles of Incorporation of these Bylaws, such dispute or disagreement shall be submitted to the Board.

6.02 Place of Meeting. Meetings of the Association shall be held at such suitable place, convenient to the members, as the Board of Directors/Officers may determine.

6.03 Annual Meetings. The annual meetings of the Association shall be held on or before the end of February. At such meetings there shall be elected by ballot of the Members a Board of Directors/Officers in accordance with the requirements of Article VII of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

6.04 Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors/Officers or upon a petition signed by a majority of members and having been presented to the Secretary or Assistant Secretary of the Association . The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held after the first annual meeting and shall be held within thirty (30) days after receipt by the President of such resolution or petition.

6.05 Notice of Meetings. It shall be the duty of the Secretary or Assistant Secretary of the Association to mail a notice of each Board of Directors/Officers meeting, annual meeting, or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member entitled to vote at such meeting, at least ten (10) days, but not more than thirty (30) days prior to such meeting. Such notice may be delivered by (1) mailing a copy of the notice to each property owner or (2) posting a copy

of the notice in a conspicuous place in the community or posting on the POA's website and emailing a copy to all property owners who have supplied their email address. It is the responsibility of each property owner to provide and maintain an accurate email address to ensure timely delivery of notifications. All Board of Directors/Officers meetings are open to property owners subject to the limited right of the Board of Directors/Officers to meet in executive session.

6.06 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or disposal of unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Election of directors/officers;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

6.07 Association records

- (a) Reviewable records: An owner, or an agent designated by an owner in writing, is entitled to review and/or obtain from the association copies of information contained in the association's books and records. All books and records (not protected by an individual's right to privacy) are reviewable except attorneys' files and records relating to an association (however, invoices for attorneys fees relating only to the matter for which the association seeks reimbursement are reviewable).
- (b) The review process: To initiate the review process, an owner, or his designated representative, must send a written request, by certified mail, to an association's mailing address as reflected in its management certificate on file in the real property records. The owner can either request to inspect the association records (and, upon review, copy same), or they can request that an association copy and forward to them specific requested records.
  - (1) If the owner requests an inspection of the records, the association, within 10 business days after receiving the request, must send to the owner written notice as to the date upon which the owner may review the records. The inspection is to take place during a mutually agreed upon time during regular business hours.
  - (2) If an owner requests copies of specific records to be sent to them, the association is required to copy and send to the owner, within 10 business days after receiving the owner's request, all identifiable documents which it retains in its possession. The copies requested may be tendered in hard copy, electronic, or any other format reasonably available to the association.

If an association is unable to produce the documents requested within 10 business days of its receipt of the request, it must send written notice (the "Notice") to the owner regarding this fact and must state a date by which the information will be sent or made available for inspection. The documents must be made available to

inspect, and/or the copies sent, within 15 business days of the date that the Notice is sent to the owner.

(c) Cost to produce and copy records: Upon receipt of a records request, the ~~association~~Association may require advanced payment of the estimated costs (based upon the filed Records Production/Copying Policy) required for the association to produce the documents requested. If, after providing the requested records, the costs to produce the request are higher, a final bill is to be sent to the owner requesting payment within 30 business days after the documents have been produced. If the owner fails to pay the final invoice within 30 business days after receiving the invoice, the final invoice charge may be added to the owner's property account as an assessment. If the estimated upfront costs exceed the final invoice amount, the association must send the owner a refund within 30 business days after the final invoice is sent to the owner.

(d) Record Retention: An association comprised of 15 lots or more must adopt a record retention policy, whereby they keep the following documents for at least a minimum prescribed period of time:

- (1) Declarations, bylaws, certificates of formation and amendments to same.....kept permanently
- (2) Financial Records.....7 years
- (3) Account Records of owners.....5 years
- (4) Contracts (term: 1 year or more).....4 years after end of contract
- (5) Meeting minutes (including voting records\*\*). ....7 years
- (6) Tax/Audit records.....7 years

\*\* A voting record file will be kept to track and maintain all voting tabulations, including topic, count, date and specific voting record. This file will be kept as an on-going master file, to be added to each year. As well, all ballots and records will be kept in a sealed envelope after POA annual meetings or any other such meeting with voting activity, dated, then tracked, and on day 16 add a second section to the voting record file with date and names of officers closing the re-count window and "certifying" the vote.

## ARTICLE VII BOARD OF DIRECTORS

7.01 Number and Qualification. There shall be elected any five (5) Members of the Association to the Board of Directors/Officers (see ARTICLE 9.01) who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

7.02 Powers and Duties. The Board of Directors/Officers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of The Properties in keeping with the character and quality of the area in which it is located. The Board of Directors/Officers may do all such acts and things except as by law or by these Bylaws or by the Declaration may not be delegated to the Board of Directors/Officers.

7.03 Other Powers and Duties. Such powers and duties of the Board of Directors/Officers shall include, but shall not be limited to, the following, all of which shall be done solely for the benefit of The Properties and for the mutual and reciprocal benefit of Members:

- (a) To set, collect and disburse Assessments in any fiscal year or portion thereof for the following purposes:



- (i) The employment of personnel or independent contractors;
  - (ii) The employment of legal, accounting, engineering, architectural or other independent professional services, including any services required to provide architectural review for any building proposed for The Properties;
  - (iii) The purchase of a policy or policies of insurance insuring the Association against any liability to the public, Owners or Occupants incidental to operation of the Association; and
  - (iv) Anything which the Board deems appropriate and proper in fulfilling its obligations and responsibilities under the terms of the Declaration or by law or which, in its reasonable opinion, shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declaration.
- (b) To enter into agreements and contracts with insurance companies with respect to insurance coverage for Common Areas and improvements thereon and other property of the Association;
  - (c) To borrow funds to pay any costs or operation, secured by assignment or pledge of rights against Owners for current, delinquent or future assessments, as the Board may determine in its sole discretion to be necessary and appropriate;
  - (d) To sue or defend in any court of law on behalf of the Association;
  - (e) To make, or cause to be made, any tax returns, reports, or other filings required by Federal, State or local governmental authorities;
  - (f) To make reasonable regulations for the use of The Properties, including, but not limited to Common Areas, as the Board deems necessary and appropriate and create a high level of environmental and aesthetic quality within the Properties;
  - (g) To enforce the provisions of the Declaration, and to seek damages and/or equitable relief or other remedial action from any Owner for violation of these Bylaws, the Declaration or any of their individual provisions; and
  - (h) To contract with any Owner(s) including, without limitation, the Declarant, for performance of services which the Association is otherwise obligated or permitted to perform, such contracts to be at competitive rates then prevailing for such services and upon such terms and conditions, and for such considerations, as the Board may deem advisable in the best interest of the Association.

7.04 No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provision of the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors/Officers shall have the right to enforce the same thereafter.

7.05 Election and Term of Office. At the first meeting of the Association the term of office of three (3) Directors shall be fixed at two (2) years; and the term of office two (2) Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting, except as is otherwise provided.

7.06 Vacancies. Vacancies in the Board of Directors/Officers caused by death, resignation or disqualification, i.e., by any reason other than the removal of a Director/Officer by a vote of the Association, shall be filled by vote of the majority of the remaining Directors/Officers, even though they may constitute less than a quorum; and each person so elected shall serve as a Director/Officer for the unexpired term of his or her predecessor.

7.07 Removal of Directors/Officers. At any regular or special meeting duly called, any one or more of the Directors/Officers may be removed with or without a cause by a majority of Members entitled to vote, and a successor may then and there be elected to fill the vacancy thus created. Any Director/Officer whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If a Board of Director/Officer is presented with evidence from a governmental law enforcement agency that a Director/Officer has been convicted of a felony or crimes of moral turpitude, the Director/Officer is automatically removed from the Board of Directors/Officers and ineligible to serve again.

7.08 Organization Meeting. The first meeting of a newly elected Board of Directors/Officers following the annual meeting of the Members shall be held within thirty (30) days thereafter at such place as shall be fixed by the Directors/Officers at the meeting at which such Directors/Officers were elected, and no notice shall be necessary to the newly elected Directors/Officers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

7.09 Regular Meetings. Regular meetings of the Board of Directors/Officers may be held at such time and place as shall be determined, from time to time, by a majority of the Directors/Officers, but at least one such meeting shall be held during each calendar quarter. Notice of regular meetings of the Board of Directors/Officers shall be given to each Director/Officer, personally or by mail, telephone, or email, at least five (5) days prior to the day named for such meeting.

7.10 Special Meetings. Special meetings of the Board of Directors/Officers may be called by the President on five (5) days' notice to each Director/Officer, given personally or by mail, telephone, or email, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors/Officers shall be called by the President or Secretary or Assistant Secretary of the Association in like manner and on like notice on the written request of one or more Director/Officer.

7.11 Waiver of Notice. Before or after any meeting of Board of Directors/Officers, any Director/Officer may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director/Officer at any meeting of the Board/Officers shall be a waiver of notice by him of the time and place thereof. If all the Directors/Officers are present at any meeting of the Board/Officers, no notice shall be required and any business may be transacted at such meeting.

7.12 Board of Directors' Quorum. At all meetings of the Board of Directors/Officers, a majority of the Directors/Officers shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors/Officers present at a meeting at which a quorum is present shall be the acts of the Board of Directors/Officers. If, at any meeting of the Board of Directors/Officers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such

adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

7.13 Compensation. No member of the Board of Directors/Officer shall receive any compensation for acting as such.

## ARTICLE VIII FISCAL MANAGEMENT

8.01 Accounts. The funds and expenditures of the Members by and through the Association shall be credited and charged to such accounts as shall be appropriate.

## ARTICLE IX OFFICERS

9.01 Designation. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and an Architecture Chair, all of whom shall be elected, and shall serve co-committently as the Board of Directors. Other volunteers shall serve as Assistant Secretary, Landscape Chair, Social Chair, Crime Watch Chair, and other Committee Chairs as deemed appropriate, and shall be appointed by the President.

9.02 Election of Officers. The Officers of the Association shall be elected annually and shall hold office subject to the continuing approval of the Board. They shall each hold a two year term, with alternating end dates: The President, Secretary, and the Treasurer shall be elected every other year and the Vice President and the Architecture Chair shall be elected on the opposite years.

9.03 Resignation and Removal of Elected Officials. Upon an affirmative vote of a majority of the members of the Board of Directors/Officers, any elected official may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors/Officers, or at any special meeting of the Board/Officers called for such purpose. Any elected official 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.

9.04 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise the officer previously filling such office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

9.05 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors/Officers. He shall have all of the general powers and duties which are usually vested in the office of president of an association including, but not limited to, the power to appoint and/or dissolve committees and appoint committee chairs from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association any regular or special meeting.

9.06 Vice President. The Vice President shall have all the powers and authority and perform all the functions and duties as the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

9.07 The Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Directors/Officers and the minutes of all meetings of the Association; he

shall have charge of such books and papers as the Board of Directors/Officers may direct; and he shall, in general, perform all duties incident to the office of Secretary and as is provided in the Declaration of the Bylaws.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

9.08 Assistant Secretary. The Assistant Secretary, if any, shall have all the powers and the authority to perform all the functions and duties of the Secretary in the absence of the Secretary or in the event of the Secretary's inability for any reason to exercise such powers and functions or to perform such duties, and also to perform any duties he is directed to perform by the Secretary.

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

9.10 Architecture Chair. The Architecture Chair shall lead the Architectural Review Committee as outlined in Article 15, Section 1 and shall be responsible for all functions of that committee as outlined therein, including, but not exclusive to architectural character, compatibility, and compliance.

## ARTICLE X

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

10.01 Indemnification. The Association shall indemnify any Officer or Director thereof and the Declarant, who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director or Officer of the Association, against all loss, expenses (including, but not limited to, attorneys' fees and cost of the proceeding), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with or in the defense of such action, suit or proceeding if such person reasonably believed to be in or not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself create a presumption that such person had reasonable cause to believe that his conduct was unlawful, that such person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or that such person is guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that

indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made (1) by the Board of Directors/Officers by a majority vote of a quorum consisting of Directors/Officers who were not parties to such action, suit or proceeding; or (2) if such quorum is not obtainable, by (a) independent legal counsel in a written opinion, or (b) the Members of the Association and no Members shall be disqualified from voting because he is or was a party to any such actions, suit or proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit, or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article.

To the extent that a Director or Officer of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding, whether civil or criminal, such person shall be indemnified against such expenses (including costs and attorneys' fees) actually and reasonably incurred by him in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association, and every Director, Officer or employee thereof under any Bylaw, resolution, agreement or law and any requested for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, Officer and employee thereof. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provision on this Article.

The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to Special Assessment; provided, however, that nothing in this Article shall be deemed to obligate the Association to indemnify any Member or Owner who is or has been a Director or Officer of the Association with respect to any duties or obligations assumed or liability incurred by him under and by virtue of the Declaration and these Bylaws that were assumed or incurred outside of his conduct specifically related to the fulfillment of his duties as an Officer or Director of the Association.

10.02 Other. The Members, Board of Directors, Officers or representatives of the Association shall enter contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment (except such liability as may be ascribed to them in their capacity as Owners).

## ARTICLE XI

### AMMENDMENTS TO BYLAWS

11.01 Amendments to Bylaws. These Bylaws may be amended in writing by the majority of Members, provided, however, that such authority may be delegated by the majority of such Members to the Board as allowed by the Texas Non-Profit Corporation Act.

ARTICLE XII  
EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND  
DESIGNATION OF VOTING REPRESENTATIVE

12.01 Proof of Ownership. Except for those Owners who purchase a Lot from Declarant, any person, on becoming an Owner of a Lot, shall furnish to the Board of Directors/Officers a true and correct copy of the original or a certified copy of the recorded instrument vesting that person with an interest or ownership in a Lot, which copy shall remain in the files of the Association. A Member shall not be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

**Resale Certificates** – It is the responsibility of the Board of Directors/ Officers to disclose all lawsuits to which the HOA is a party and all transfer-related fees by amount and payee within 7 days of written request. The HOA has the right to collect the costs of producing the Resale Certificate from the home buyer. (Texas Property Code 207)

12.02 Registration of Mailing Address. The Owner or several Owners of a Lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons to be used by the Association. Such registered address of an Owner or Owners shall be deemed to be the mailing address of the Lot or subdivided part thereof owned by said Owner or Owners unless a different registered address is furnished by such Owner(s) to the Board of Directors/Officers within fifteen (15) days after transfer of title, or after a change of address; and such registration shall be in written form and signed by all of the Owners of the Lot. It is the responsibility of each property owner to provide and maintain an accurate email address to ensure timely delivery of notifications.

ARTICLE XIII  
ASSESSMENTS AND LIENS

13.01 Purpose of Assessments. The Assessments levied hereunder by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, safety and welfare of the Owners of the Property, including, but not limited to, the following:

- (a) The maintenance, repair or replacement of any and all Common Area improvements, including, but not limited to, Easements, along with the cost of any associated management or supervisory services, fees, labor, equipment, and materials;
- (b) The special maintenance, repair or replacement of improvements located in Common Areas or on Lots as provided for by the Declaration;
- (c) The design, purchase and installation of any Common Area improvements;
- (d) The purchase of insurance coverage relating to Common Areas and any improvements thereon, and other property of the Association;
- (e) The carrying out of duties of the Board as provided herein and in the Declaration and Articles of Incorporation of the Association;
- (f) The carrying out of purposes of the Association as stated herein and in its Declaration and Articles of Incorporation; and
- (g) The carrying out of all other matters set forth or contemplated in the Declaration.

13.02 Regular Assessments. As more fully provided in the Declaration, each Member is obligated to pay the Association the annual and special assessments which are

secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, or such higher rate as may lawfully be established by the Board of Directors/Officers. Payment plans must be a minimum of 3 months but cannot exceed 18 months. During the payment plan, the delinquent property owner may not be assessed monetary penalties but may be assessed reasonable costs associated with administering the payment plan and interest. Payments must first be applied to delinquent and current assessments, then attorneys' fees and then fines. (HB 1228 & 1821) The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose of the lien against the property and interest of the responsible Owner, such action to also include costs and reasonable attorneys' fees of such action. No Owner shall otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his area or abandonment of his Lot.

13.03 Lien and Foreclosure. Upon delinquency, all sums in the manner provided in these Bylaws and the Declaration, together with all interest costs as herein provided, shall be secured by the lien provided for herein and by the Declaration.

#### **FORECLOSURE FOR MILITARY**

HOAs cannot foreclose on homeowners on active duty or nine months following active duty without a court order (unless waived), and improves the notice given to all property owners so military families might know their rights regardless of who intends to foreclose:

*Active duty property owners must assert and protect their rights as a member of the armed forces of the United States, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, by sending written notice of the active duty military service to the POA Board of Directors/Officers.*

*New notice required by Tex. Prop. Code 51.002(i)*

13.04 Lien Subordination. Any lien established as provided for in these Bylaws, shall be subordinate and inferior to any mortgage or deed of trust in favor of any bank, savings and loan association, insurance company, pension fund, or other similar financial institution or other lender approved by the Board; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the foreclosure sale (whether public or private) of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Such foreclosure sale shall not relieve any new Owner taking title at such sale from liability for the amount of any assessments thereafter becoming due or from a lien arising from any such subsequent assessment.

At the time any mortgage financing or refinancing is obtained for any Building Site, which will as provided above be superior to any existing or future assessment lien of the Association, the Owner of such Building Site shall within thirty (30) days prior to the consummation of any such mortgage or financing deliver to the Association written notice identifying the lender making such mortgage loan in terms of its full legal name, its current address and telephone number, and the name of an officer or other person within the entity who is responsible for that particular loan account. Upon the written request of any such lender holding a superior lien on any Building Site as provided herein, the Association shall report to such lender any unpaid assessments which are

delinquent as herein provided. The Association may from time to time, at his own initiative, elect to report delinquent assessments to such mortgage lenders.

13.05 Common Areas Exempt. All Common Areas dedicated on a recorded plat or otherwise, shall be exempted from any assessments and any lien created herein.

13.06 Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon his Lot, other than for taxes and assessments, and notice of every suit or other proceeding which may affect the title of his Lot, and such notice shall be given within five (5) days after the Owner has knowledge thereof.

13.07 Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other Owners harmless from any and all claims of mechanic's liens filed against other Lot Improvements for labor, materials, services or other products incorporated in the Owner's Site Improvements.

#### ARTICLE XIV

##### ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

14.01 Abatement and Enjoinment. The violation of any rule or regulation, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors/Officers the right, in addition to any other rights set forth in the Declaration or herein, (i) to enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure thing or condition that may existing therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors/Officers shall not be deemed guilty in any matter of trespass; and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or any damages therefore; and (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

#### ARTICLE XV

##### COMMITTEES

15.01 Architectural Review Committee. The Board shall establish and maintain an Architectural Review Committee consisting of the Chair (an elected member by the association), and between 2-4 other persons appointed by the Board. Members of the Board may also be members of the Architectural Review Committee, and, if it so chooses, the Board may sit as such committee. The Board shall have the exclusive right and authority at any time to appoint, remove and fill vacancies on the Architectural Review Committee.

(a) Function of Committee. No Improvements shall be erected, constructed, placed, altered, removed, maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Architectural Review Committee (subject to the requirements of the Declaration) may deem necessary, shall have been submitted to the Architectural Review Committee and approved by it in writing as to:

- (i.) Architectural character;
- (ii.) Compatibility with the Development Standards, as well as with other existing or proposed developments located within The Properties.
- (iii.) Compliance with any other requirements for The Properties pursuant to the Declaration.

The Architectural Review Committee shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such



consultants to be paid by the Owner of any Lot for which plans and specifications have been submitted for approval.

(b) Interpretation. Approval of plans and specifications for any Improvements shall be based upon a determination by the Architectural Review Committee as to whether or not in its judgment such plans and specifications adequately meet objectives established for Glenhollow Estates with regard to environmental and aesthetic excellence, as well as meeting certain functional and other requirements created by the Declaration, these Bylaws and the Development Standards, if any. The Architectural Review Committee shall have full power and authority to make any such subjective judgments and to interpret the intent and provisions of the Declaration and these Bylaws and the Development Standards in such manner and with such results as such Architectural Review Committee may, in its sole discretion, deem appropriate.

(i.) Flags, flagpoles, and lights to illuminate flags: the flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10; the flag of the State of Texas must be displayed in accordance with Chapter 3100, Government Code; a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling; the display of a flag, and the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record; and a displayed flag and the flagpole on which it is flown must be maintained in good condition -- any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced, or removed; there may be only one flagpole per property and it cannot be more than 20 feet in height; the halyard shall not cause unreasonable noise; the size of the flag cannot be more than 4'x7'; any lighting to illuminate the displayed flag shall not disturb the surrounding residents.

(ii.) Rain barrels: the barrel or system must be of a color consistent with the color scheme of the property owner's home and cannot display any language or other content that is not typically displayed by such a barrel or system as it is manufactured and must be installed in a fenced yard or patio and not visible from the street or alley.

(iii.) Religious displays: the display or affixing of a religious item on the entry to the owner's or resident's dwelling must not threaten the public health or safety or violate a law; cannot contain language, graphics, or any display that is patently offensive to a passerby; cannot be in a location other than the entry door or door frame and cannot extend past the outer edge of the door frame of the owner's or resident's dwelling; cannot have a total size of greater than 25 square inches; cannot make an alteration to the entry door or door frame that is not authorized by the Architectural Review Committee. The Architectural Review Committee may remove an item displayed in violation of a restrictive covenant permitted by this section.

(iv.) Roof shingles: must be of similar appearance and the same or better quality as authorized shingles

(v.) Solar Panels and alternative energy sources: May not threaten the public health or safety; or violate a law; must be in a fenced yard or patio owned and maintained by the property owner; if mounted on the roof of the home, it cannot extend higher than or beyond the roofline; must conform to the slope of the roof

and have a top edge that is parallel to the roofline; cannot have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace; if located in a fenced yard or patio, cannot be taller than the fence line; cannot be installed without prior approval by the property owners association or by the Architectural Review Committee.

(vi.) Political signs: may only be erected on or after the 90th day before the date of the election to which the sign relates and must be removed no later than 10 days after the election; the sign must be ground-mounted; there may be only one sign for each candidate or ballot item; it cannot contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; it cannot be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; it cannot involve the painting of architectural surfaces, threaten the public health or safety, be larger than four feet by six feet, violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. The Architectural Review Committee may remove a sign displayed in violation of any of these restrictions outlined in this section.

(vii.) Any other external structures (ham radio towers, wind turbines, satellite dishes, etc.) must receive approval from the Architectural Review Committee prior to installation or construction.

(viii.) All lots are required to have a wooden fence structure that is stained, well maintained and no taller than 8 ft above foundation level.

(c) Failure of Committee to Act. Should the Architectural Review Committee fail to either approve or disapprove such plans and specifications, or to reject them as being incomplete or otherwise inadequate, within sixty (60) days after receipt thereof, it shall be conclusively presumed that such committee has approved such plans and specification. Failure by property owner to submit plans for review and approval by the Architectural Review Committee does not preclude power of the Architectural Review Committee or the Board of Directors/ Officers to take any necessary actions against the property owner to correct property owners actions to fit in accordance with the guidelines and covenants (as stated in the CCRs).

(d) Limitation of Liability. The Declarant, the Association, the Board or any of its members, Officers, and the Architectural Review Committee or any of its members shall not, individually or in combination, be liable for damages or otherwise to anyone submitting plans or specifications for approval or to any Owner or any other person affected by an action taken with respect to such a submission by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications submitted.

15.02 Other Committees. The Board of Directors/Officers, by resolution adopted by a majority of the Directors/Officers in office, may designate one or more committees. Except as otherwise provided in such resolution, members of such committee or committees shall be Members of the Association and the President of the Association shall appoint the members thereof.

15.03 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Members of the Association or until his successor is appointed unless the committee shall be sooner terminated, or unless such member be

removed from such committee, or unless such member shall cease to qualify as a member thereof subject to the provisions of Section 15.01 of these Bylaws concerning the Architectural Review Committee.

15.04 Chairman. One member of each committee shall be appointed chairman by the President of the Association.

15.05 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments, subject to the provisions of Section 15.01 of these Bylaws concerning the Architectural Review Committee.

15.06 Quorum. Unless otherwise provided in the resolution of the Board of Directors/Officers designating a committee, a majority if the whole committee shall constitute a quorum and the act of a majority of the members present at meeting which a quorum is present shall be the act of the committee.

15.07 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors/Officers. Any conflicts between these Bylaws and any bylaws, covenants or ordinances of City of Plano, Texas, will favor the stated ordinances or guidelines of the City of Plano. Any subject not defined within the ordinances or guidelines of the City of Plano but herein defined in the Glenhollow Estates Property Owners Association Bylaws or CCRs will stand as the ruling.

## ARTICLE XVI NON-PROFIT ASSOCIATION

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

## ARTICLE XVII EXECUTION OF DOCUMENTS

17.01 Execution of Documents. The persons who shall be authorized to execute any and all contracts, documents, instruments or conveyance or encumbrances, including promissory notes, shall be two (2), one of each of the President or any Vice President, and the Secretary or any Assistant Secretary of the Association.

## ARTICLE XVIII PROXY TO TRUST

18.01 Proxy to Trust. Owners shall have the right to irrevocably constitute and appoint their Mortgages to their true and lawful attorney to vote their membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominees any and all rights, privileges and powers that they have as Owners under the

Bylaws of this Association or by virtue of the Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary or Assistant Secretary of the Association at such time or times as the Association or the Owners to carry out their duties as set for in the Declaration. Such proxy shall be valid until such time as a release of the beneficiary's deed of trust is executed and a copy thereof delivered to the Secretary or the Assistant Secretary of the Association, which shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve owners or to impose upon the beneficiary of the Deed of Trust the duties and obligations of an Owner.

#### ARTICLE XIV CONFLICTING OR INVALID PROVISION

19.01 Conflicting or Invalid Provisions. Notwithstanding anything contained herein to the contrary, should all or part of any Article of these Bylaws be in conflict with the provisions of the Texas Non-Profit Corporation Act or any other Texas law, such Act or law shall control; and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, shall be valid and operative.

#### ARTICLE XX NOTICES

20.01 Notices. All notices to Members of the Association shall be given by (1) delivering the same to each owner in person or by (2) depositing the notices in the U.S. Mail, postage prepaid, addressed to each Owner at the address last given by each Owner to the Secretary of the Association or by (3) posting on the POA's website and emailing a copy to all property owners who have supplied their email address.. If an Owner shall fail to give an address to the Secretary for mailing of such notices, all such notices shall be sent to the Building Site of such Owner, and all Owners shall be deemed to have been given notice of the meetings upon the proper mailing of the notices to such addresses irrespective of the actual receipt of the notices by the Owners. It is also the responsibility of each property owner to provide and maintain an accurate email address to ensure timely delivery of notifications.

By our signatures hereto the undersigned, being all of the initial Directors of the Association, hereby adopt the foregoing Bylaws for the Association as of the 19<sup>th</sup> day of April 1989.

\_\_\_\_\_(signature on file)\_\_\_\_\_

Ronald G. Smith, Director

\_\_\_\_\_(signature on file)\_\_\_\_\_

Dixey H. Arterburn, Director

\_\_\_\_\_(signature on file)\_\_\_\_\_

Robert E. Cooklin, Director

## **JOINT RESOLUTION**

WHEREAS, it was proposed that the two property owners associations known, respectively, as the Glenhollow Estates Phase I Property Owners Association and the Glenhollow Estates Phase II Property Owners Association merge and consolidate their operations under a single set of bylaws ("Merger"); and

WHEREAS, the undersigned representative for the Glenhollow Estates Phase I Property Owners Association, having considered the proximity of the two associations and their respective common areas, and having determined by a poll of the property owners that the overwhelming majority of respondents support the Merger, believes the Merger to be in the best interest of the Glenhollow Estates Phase I Property Owners Association; and

WHEREAS the undersigned representative for the Glenhollow Estates Phase II Property Owners Association, having considered the proximity of the two associations and their respective common areas, and having determined by a poll of the property owners that the overwhelming majority of respondents support the Merger, believes the Merger to be in the best interest of the Glenhollow Estates Phase II Property Owners Association.

WHEREFORE, PREMISES CONSIDERED, the Glenhollow Estates Phase II Property Owners Association shall be, and by this Joint Resolution is, merged into and with the Glenhollow Estates Phase I Property Owners Association for all purposes, the consolidated entity to be known as the "Glenhollow Estates Property Owners Association", with the consolidated entity being governed by the Bylaws of the Glenhollow Estates Property Owners Association.

SIGNED, this 7<sup>th</sup> day of February, 1995.

BY: Signature on File

Representative for the Glenhollow Estates Phase  
I Property Owners Association

BY: Signature on File

Representative for the Glenhollow Estates Phase  
II Property Owners Association