

**AMENDED BYLAWS  
GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION  
(EFFECTIVE \_\_\_\_\_, 2018)**

**Article I. NAME AND LOCATION**

The name of the corporation is Grassland Estates West Homeowners' Association ("Association").

The principal office of the corporation will be located at 2005 Jadewood, Midland, Texas 79707, but meetings of members and directors may be held at the places within Midland County, Texas, as designated by the Board of Directors. The principal office may be changed from time to time by the majority vote of the Board of Directors.

**Article II. DEFINITIONS**

**Section 1.** The term "Association" refers to Grassland Estates West Homeowners' Association, its successors and assigns.

**Section 2.** The term "Properties" refers to the real property described in the Declaration of Covenants, Conditions and Restrictions ("Declaration"), and any additions to the Declaration as may be brought within the jurisdiction of the Association.

**Section 3.** The term "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners.

**Section 4.** The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 5.** The term "Owner" refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 6.** The term "Declarant" refers to Grassland West Development Company LLC, and its successors and assigns, if the successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.** The term "Declaration" refers to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in Document 24124, V. 2254, Pg. 96, as amended by Amendment No. 1 to Restrictions and Covenants covering Grassland Estates West, dated January 12,

2006, as recorded in Volume 2625, Page 42 of the Deed Records of Midland County, Texas, and as amended by Amendment No. 2 to Restrictions and Covenants covering Grassland Estates West, dated September 4, 2007, as recorded in Volume 2928, Page 143 of the Deed Records of Midland County, Texas, as amended by Amendment No. 3 to Restrictions and Covenants covering Grassland Estates West, as recorded in Volume 3062, Page 152 of the Deed Records of Midland County, Texas and as amended from time to time thereafter.

**Section 8.** The term “Member” refers to those persons entitled to membership as provided in the Declaration.

### **Article III. MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members will be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members will be held in the third quarter of each year after that. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or on the written request of two-thirds of the members who are entitled to vote.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members will be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least ten (10) days before the meeting to each member entitled to vote, addressed to the member’s address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. Notice must specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of each class of membership will constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If a quorum is not present or represented at a meeting, the members entitled to vote will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies must be in writing and filed with the secretary. Every proxy will be revocable and will automatically cease on conveyance by the member of his or her Lot.

## **Article IV. BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association will be managed by a Board of not less than three (3) or more than ten (10), who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting following the adoption of these Bylaws, the members will elect one-third of the number of directors to serve three (3) years; and at each annual meeting thereafter one-third of the existing directors shall be elected in a like manner.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, a successor will be selected by the remaining members of the Board and will serve for the unexpired term of the predecessor.

**Section 4. Compensation.** No director may receive compensation for any service he or she renders to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

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

## **Article V. NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors will be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee will consist of a Chairman, who will be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee will be appointed by the Board of Directors. The Nominating Committee will make as many nominations for election to the Board of Directors as it determines, but not less than the number of vacancies that are to be filled. Nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors will be by secret written ballot. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

## **Article VI. MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors may be held monthly without mailed notice to the Members, on the same day, at the place and hour as fixed by resolution of the Board addressing meeting dates for the year posted on the Association's website and emailed to each of the Directors at least three (3) days in advance. If a meeting falls on a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday. Regular meetings of the Board of Directors may be held at such times and places as set by resolution and upon proper notice to the Directors and Members.

**Section 2. Special Meetings.** Special meetings of the Board of Directors will be held when called by the president of the Association, or by any two directors, after not less than ten (10) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors will constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

## **Article VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors will have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and to establish penalties for the infraction of those rules;
- (b) Adopt and publish a fine schedule for any violation or for infraction of the Declarations or published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event the member is absent from six (6) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties; and
- (f) set and modify an annual budget.

**Section 2. Duties.** It will be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement to the members at the annual meeting of the members, or at any special meeting when a statement is requested in writing by two-thirds of the members who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) Cause the Common Area to be maintained; and

(h) Cause the exterior of the dwellings to be maintained.

## Article VIII. OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of this Association will be a president and vice-president, who will at all times be members of the Board of Directors, a secretary, and a treasurer, and any other officers that the Board by resolution creates.

**Section 2. Election of Officers.** The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association will be elected annually by the Board and each will hold office for one (1) year unless he or she resigns, or is removed, or is otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect other officers as the affairs of the Association may require, each of whom will hold office for the period, have the authority, and perform the duties as the Board determines.

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

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill the vacancy will serve for the remainder of the term of the officer he or she replaces.

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

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

### *President*

(a) The president will preside at all meetings of the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign all leases, mortgages, deeds and other written instruments and will co-sign all checks and promissory notes.

### ***Vice-President***

(b) The vice-president will act for the president in the event of his or her absence, inability or refusal to act, and will exercise and discharge other duties as required by the Board.

### ***Secretary***

(c) The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and perform other duties as required by the Board.

### ***Treasurer***

(d) The treasurer will receive and deposit in appropriate bank accounts all monies of the Association and disburse funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **Article IX. COMMITTEES**

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## **Article X. BOOKS AND RECORDS**

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

## **Article XI. ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual

and special assessments which are secured by a continuing lien on the property against which the assessment is made. Any assessments which are not paid when due will be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or the maximum amount permitted by law, whichever is less and the Association may bring an action at law against the Owner personally obligated to pay the assessment and/or file a lien against the property, and interest, costs, and reasonable attorney's fees of any action will be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for by nonuse of the Common Area or abandonment of his or her Lot.

## **Article XII. VIOLATIONS, FINES**

Fines for Violations. If an owner of any home, Lot or building site fails to abide by the Declaration, and if such failure or default continues uncured for thirty (30) days after written notice thereof, the Association may impose monthly fines upon the property in amounts determined by the Board of Directors or the Association or its agent(s), may go upon such home, Lot or building site and correct the default, and the Association shall not be guilty of any manner of trespass or liability to the owner(s) in any respect as a result thereof. The owner(s) shall be jointly and severally obligated to reimburse the Association for all expenses incurred by it in performing such work, and the amount to be reimbursed shall bear interest at the rate of twelve percent (12%) (but not in excess of the highest lawful rate) from the date such work is performed or caused to be performed by the Association until the Association is reimbursed by the owner(s) therefore. A separate schedule of offenses and fines shall be published by the Board of Directors and can be revised from time to time at any Director meeting. Any default on the payment of the reimbursement or fines imposed by the Board of Directors shall be secured by a lien against the Lot or building site in the same manner as the Assessments (dues) or Special Assessments.

The notice of violation referenced in the preceding paragraph shall be given to the owner(s) by certified mail, return receipt requested and must describe the violation or property damage that is the basis for the fine and state the amount due the association from the owner. Furthermore, such notice shall (i) inform the owner that the owner has thirty (30) days to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) that the owner may request a hearing in front of the Board of Directors on or before the 30th day after the date the owner receives the notice; (iii) the owner may have special rights or relief related to the enforcement action under federal law, including the Service members Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty, and (iv) that reasonable attorney's fees and other reasonable costs incurred by the Association will be charged to the owner if the delinquency or violation continues after a date certain.

Alternative Payment Schedule Guidelines. An owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. (Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.) Such a payment plan shall be as agreed between the Board of Directors and the owner but must comply with the following:

For amounts less than \$500.00	between three (3) – five (5) months
For amounts between \$500 and \$5,000	between five (5) – twelve (12) months
For amounts more than \$5,000.00	between three (3) – eighteen (18) months

The Association may not allow a payment plan for any amount that extends more than eighteen (18) months from the date of the owner's request for a payment plan. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan.

Priority of Payments. A payment received by the Association from an owner shall be applied to the owner's account in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to (3);
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

### **Article XIII. CORPORATE SEAL**

The Association shall forego the use of a seal.

### **Article XIV. AMENDMENTS**

**Section 1.** These Bylaws may be amended, at a regular or special meeting of the Directors, by a vote of a majority of a quorum of Directors present in person or by proxy, to the extent such amendment does not call for a vote of the Members under these Bylaws, the Declaration, or the Texas Property Code.

**Section 2.** In the case of any direct conflict between the Declaration and these bylaws, the Declaration will control.

### **Article XV. MISCELLANEOUS**

The fiscal year of the Association will begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year will begin on the date of incorporation.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CERTIFICATION

I, the undersigned, certify:

That I am the duly elected and acting secretary of the Grassland Estates West Homeowners' Association, a Texas nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Members held on the \_\_\_\_ day of \_\_\_\_\_, 2018.

In witness, I have subscribed my name and affixed the seal of the Association this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Secretary

STATE OF TEXAS           §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_, day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as Secretary of Grassland Estates West Homeowners' Association, a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires: \_\_\_\_\_