



GRAND LAKES COMMUNITY ASSOCIATION, INC.

DIRECTOR'S CERTIFICATE

I, the undersigned, do hereby certify:

(1) I am a duly elected and acting director of Grand Lakes Community Association, Inc.,  
a Texas non-profit corporation (the "Association"), and,

(2) Attached hereto is a true and correct copy of the Third Amended and Restated By-Laws of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 17<sup>th</sup> day of  
December, 2007.

GRAND LAKES COMMUNITY  
ASSOCIATION, INC.

  
Robert J. Bamford III, Director

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 17<sup>th</sup> day of December, 2007 by  
Robert J. Bamford III, Director of Grand Lakes Community Association, Inc., a Texas non-profit  
corporation, on behalf of said corporation.



  
Notary Public, State of Texas

When Recorded, Return to:  
Hoover Slovacek LLP  
P. O. Box 4547  
Houston, TX 77210-4547

**THIRD AMENDED AND RESTATED BY-LAWS**  
**GRAND LAKES COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is GRAND LAKES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 16285 Park Ten Place, Suite 300, Houston, Texas 77074, but meetings of Owners and directors may be held at such places within the State of Texas, County of Fort Bend, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1. Definitions.** Wherever used in these By-Laws, the following terms shall have the following meanings:

**"Architectural Committees"** shall mean and refer to the New Construction Committee and/or the Modifications Committee, as applicable.

**"Assessable Tract"** shall mean and refer to any Lot or Building Plot from and after the date on which paved public street access (or dedicated private street access, as applicable), and water and sanitary sewer service, have been extended thereto.

**"Assessments"** shall mean and refer to any or all of the Base Annual Assessments, Special Assessments, Neighborhood Assessments and any other assessments referred to, contemplated or authorized in the Declaration, as amended and supplemented from time to time.

**"Association"** shall mean and refer to **GRAND LAKES COMMUNITY ASSOCIATION, INC.**, a non-profit corporation incorporated by Declarant or its representatives under the laws of the State of Texas, its successors and assigns.

**"Board of Directors"** and **"Board"** shall mean and refer to the duly elected Board of Directors of the Association.

**"Commercial Lot"** shall mean any Lot allowed to be used under the Declaration for other than Single Family Residential Use.

**"Common Facilities"** shall mean and refer to all existing and subsequently provided improvements constructed upon or within the Common Properties, except those as may be expressly excluded in the Declaration. Also, in some instances, Common Facilities may consist of improvements dedicated or under contract to the Association for the use and benefit of the Owners of the Lots in the Properties, whether exclusively or also for the benefit of owners of property outside the Property, constructed on portions of one or more Lots or on acreage which has not been brought within the provision of the Declaration.

**"Common Properties"** shall mean and refer to all those areas of land within the Properties except the platted Lots and public streets shown thereon, together with such other land as the Association may, at any time or from time to time, acquire by purchase or otherwise; subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title.

**"Declarant"** shall mean and refer to CENTENNIAL HOMES, INC., a Texas corporation, the Declarant herein, and its successors and, to the extent in compliance with Section 1 of Article XIII of the Declaration, its assigns.

**"Declaration"** shall mean and refer the Declaration of Covenants, Conditions and Restrictions for Grand Lakes, filed for record under Fort Bend County Clerk's No. 9757011, as supplemented and/or amended from time to time.

**"Living Unit"** shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person, by a single family, or by persons maintaining a common household, excluding mobile homes or other non-permanent structures.

**"Lot"** or **"Building Plot"** shall each mean and refer to (i) each plot of land shown upon the recorded subdivision Plats from time to time within the boundaries of the Property and designated by lot and block number or reserve number, and to the improvements constructed or to be constructed thereon, or (ii) any unplatted raw acreage tract (and the improvements constructed or to be constructed thereon) located within the Property and which is owned by a natural person, partnership, corporation or other legal entity, or a trust or foundation, prior to its subdivision by platting, but such terms shall not mean or include (A) any portions of the Property while owned by a municipal utility district or the Association, and (B) any portion of the Property conveyed or dedicated as a public street or made a private street accepted by the Association for maintenance hereunder. Member voting rights and Assessment liabilities of the Owner with respect to raw acreage tracts (and Platted reserves) that have not yet been subdivided as Residential Lots, whether or not such land may have been restricted to use for Single Family Residential Use only, shall be based on the acreage contained therein as if the same constituted a Commercial Lot for purposes hereof except as to any portion thereof from and after the date on which a subdivision Plat is recorded subdividing that portion into Residential Lots; provided,

however, that nothing herein shall ever be construed as allowing use of any land in a manner not permitted by deed restrictions affecting the tract in question. If building sites are created pursuant to Article XIII, Section 11 of the Declaration, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

**"Member"** shall mean and refer to every person or entity who holds membership in the Association.

**"Modifications Committee"** shall mean and refer to the committee by that name created by the Board of Directors of the Association to exercise exclusive jurisdiction over the modifications, additions, or alterations made on or to existing Living Units or other improvements on Residential Lots or Commercial Unit on Commercial Lots, as provided in Article IV of the Declaration.

**"Neighborhood"** shall mean and refer to any separately designated development area of the Properties comprised of various types of housing, initially or by supplement or amendment made subject to the Declaration and designated as a Neighborhood pursuant hereto.

**"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**"Residential Lot"** shall mean and refer to any Lot which is Platted as a single-family residential lot and restricted to Single Family Residential Use (as defined in the Declaration), whether such restriction is created by Plat or by the Declaration or by separate restriction recorded by Declarant.

**Section 2. Incorporation of Other Definitions.** Wherever a capitalized term used in this Declaration is not otherwise defined herein, such term shall have the meaning ascribed to it in the Declaration.

### **ARTICLE III**

#### **MEMBERS**

Every person or entity who is an Owner of any of the Properties which are subject to Assessment by the Association (including Declarant, whether or not it is obligated to pay Assessments thereon) shall be a Member of the Association. The foregoing description is not intended to include persons or entities who hold an interest in a Lot merely as security for the

performance of an obligation. No Owner shall have more than one Membership in the Association, but an Owner may have multiple votes depending on its ownership of multiple Residential Lots or sufficient acreage of Commercial Lots in accordance with the voting provisions hereof. Membership (and Member voting rights, except for proxies granted under terms permitted by the Texas Non-Profit Corporation Act, as from time to time amended) shall be appurtenant to and may not be separated from ownership of the related Lot or Building Plot which is part of the Property. Owners may not assign Membership rights (including voting rights) associated with the Lot they own even to another Lot within the Property; provided, however, that this provision will not be construed to prevent granting of proxies pursuant to the Texas Non-Profit Corporation Act, but an additional restriction on proxies is that no proxy may survive the conveyance of the Lot as to which the related Member vote(s) is or are appurtenant unless the Lot conveyance occurs between the time when the record Owner of the Lot is conclusively determined for voting purposes for a particular Member meeting and the time when such meeting occurs.

#### **ARTICLE IV**

#### **CLASSES OF MEMBERSHIP, VOTING RIGHTS, MEETINGS AND QUORUMS**

**Section 1. Classes of Membership.** The Association shall have three classes of voting membership as follows:

**Class A.** Class A Members shall be all Owners of Assessable Tracts which are Residential Lots, with the exception of the Declarant (unless and until its Class C Membership converts to Class A Membership as contemplated below), and each such Class A Member shall be entitled to one vote for each Residential Lot owned by such person or entity. When more than one person holds an interest in a single Residential Lot, all such persons shall be Members. The

vote of such Residential Lot shall be exercised as such co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Residential Lot. If the co-owners of a single Residential Lot do not vote unanimously and in unison, no vote for that Lot shall be counted.

Class B. Class B Members shall be all Owners of Assessable Tracts which are Commercial Lots, with the exception of the Declarant (unless and until any part of its Class C Membership converts to Class B Membership as contemplated below), and each such Class B Member shall be entitled to one vote for each one-quarter acre (or major portion thereof, i.e., a residual fraction greater than one-eighth acre) owned by such person or entity within a Commercial Lot. When more than one person holds an interest in a single Commercial Lot as tenants in common, all such persons shall be Members. The vote(s) of such Commercial Lot shall be exercised as such tenants in common among themselves determine, but in no event shall more than one vote be cast with respect to any one-quarter acre (or major portion) of a Commercial Lot. If the tenants in common of a given quarter acre (or major portion) of a Commercial Lot do not vote unanimously and in unison, no votes for that Lot shall be counted.

Class C. Class C Members shall be the Declarant, who shall be entitled to nine (9) votes in the Association for each Residential Lot owned by it and nine (9) votes in the Association for each one-quarter acre (or major portion) of land owned by it within any Commercial Lot. Class C Membership shall cease and be converted to Class A Membership (as to Residential Lots owned by Declarant) and Class B Membership (as to any Commercial Lot, or portion, owned by it), on the happening of the earliest to occur of the following three events (A, B, or C):

- (A) When total votes outstanding in the Class A membership and Class B membership together equal the total votes outstanding in the Class C membership; or
- (B) The twenty-fifth (25th) anniversary date of the first recordation of the Declaration; or
- (C) When the Declarant terminates Class C Membership by an instrument filed in the Real Property Records of Fort Bend County, Texas;

and Declarant may thereafter cast votes as Class A Member and Class B Member, as applicable, (regardless of whether Declarant pays any or its full share of Assessments). Owners of Lots which are not Assessable Tracts hereunder shall be non-voting Members and all references in the Declaration to a vote of the Members shall refer only to the relevant percentage of votes of the voting Members, except non-voting Members shall have a vote under Article XIII, Section 4 of the Declaration pertaining to amendments to the Declaration.

At such time that additional property is annexed into the Association, the Class C Membership of the Declarant, shall, if it had previously ceased due to one of the conditions listed above in (A), (B), or (C), be automatically deemed reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of such property as well as to all Lots owned by Declarant in all other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth in the preceding paragraphs (A), (B), and (C) of this Article, whichever occurs first. However, upon reinstatement due to annexation of additional property, the period of time set forth in paragraph (B) of this Article shall be extended to the extent necessary such that in all circumstances it extends for a period no shorter than ten (10) years from the date of each such recorded annexation.

**Section 2. Annual Member Meetings.**

(a) The first (1st) annual meeting of the Members shall be held one (1) year from the date of the sale of the first Residential Lot by Declarant.

(b) Thereafter, the annual meeting of the Members shall be on the first (1st) Tuesday following the anniversary date of the first annual meeting of the Members, at seven (7:00) P.M., if not a legal holiday, and if such Tuesday is a legal holiday, then on the next succeeding business day, for the purpose of electing directors, if necessary, and for the transaction of any and all such other business which may be brought before or submitted to the Members for consideration. The location of all annual meetings of the Members shall be designated by the Board of Directors. No notice of the annual meetings shall be necessary.

**Section 3. Special Member Meetings.** Special meetings of the Members shall be held at the office of the Association in Fort Bend County, Texas, or at such other place as may be designated in the notice of, or waiver or waivers of notice of, the respective meetings. Special meetings of the Members may be called by the President or by a Vice President or by a majority of the directors or by request of Members holding at least one-fourth (1/4) of the voting power of the membership. Written notice of each special meeting shall state the time and place thereof and indicate briefly the purpose or purposes thereof. Notice may be sent by mail, facsimile or telegram or may be delivered by the Secretary, the President or Vice President, directly to the Members of the Association (and to any of the holders of first liens on the Property with respect to whom a written request for notice and a notice address has been delivered to the Association), at least ten (10) and not more than fifty (50) days prior to the date set for the holding of the meeting. With respect to any meeting called to address the matters referred to in Article IV, Section



4(b), below, such notice shall be given at least thirty (30) and not more than sixty (60) days prior to the proposed meeting date. Unless otherwise indicated in the notice of, or waiver or waivers of notice of, the respective meetings, any and all business may be transacted at any annual meeting or special meeting of the Members.

**Section 4. Member Quorums.**

(a) Except as provided in Article IV, Section 4(b), below, the presence of Members either in person or by proxy, holding an aggregate of twenty-five percent (25%) of the voting power of the membership shall constitute a quorum for all purposes at any annual meeting or special meeting of the Members. If the Members necessary to constitute a quorum at any annual meeting or special meeting are not present in person or by proxy, such meeting shall be adjourned until the number of Members requisite to constitute a quorum shall be present in person or by proxy. Those Members holding a majority of all of the votes of the Members present in person or by proxy, may also adjourn any annual meeting or special meeting from time to time, without notice other than by announcement at the meeting, and provide for such meeting to be reconvened at a specified date and time not more than five (5) business days thereafter, so that the transaction of any and all business submitted or proposed to be submitted to such meeting may be completed. At any such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally noticed or called.

(b) Written notice of any meeting called for the purpose of taking any action as to which a Member vote is required under Article III, Section 3(b) of the Declaration to increase the rate of assessments shall be mailed by first-class U.S. Mail to all Members

not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies of all classes of membership entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting may either continue without addressing such assessment issue, or be adjourned but another meeting may be called subject to the same notice requirement; however, the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum applicable in the case of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5. Presiding Officer.** The President of the Association, or in the President's absence, a Vice President of the Association, shall call the Member meetings to order and in addition shall act as Chairman. In the absence of the President and all Vice Presidents of the Association, the Members present may appoint a Chairman by majority vote. The Secretary of the Association, or in the Secretary's absence an Assistant Secretary, shall keep records of all meetings of the Members, but in the absence of the Secretary and all Assistant Secretaries, if any, the presiding officer may appoint any person (whether or not a Member) to act as Secretary of the meeting.

**Section 6. Voting.** At all meetings of Members, all questions, unless otherwise expressly required by statute, the Articles of Incorporation, or the Declaration, shall be decided by a simple majority of the votes of the Members present in person or by proxy at a meeting duly called with a quorum present. All voting shall be by voice, except that, upon the determination of the presiding officer of any meeting or upon the demand of any Member or a Member's proxy, voting shall be by secret written ballot. Each ballot shall be signed by the Member voting or by a

validly appointed proxy. There shall be no cumulative voting by the Members. All voting shall be by Members in person or by proxy as allowed by the Act.

**Section 7. Informal Action.** The Association may act without a meeting on any issue on which a vote of the Members is required, by obtaining the written consent of the Members holding the same percentage of the votes of all Members as the percentage that would be required in a vote of the Members at a meeting considering such issue disregarding that only a quorum of Members would be required at a meeting.

## **ARTICLE V**

### **BOARD OF DIRECTORS; SELECTION AND REPLACEMENT;**

#### **ADVISORY DIRECTORS**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of five (5) directors, who need not be Owners. The number of directors may be changed by amendment of the By-Laws of the Association.

**Section 2. Appointed Board: Removal; Vacancies.** At all times prior to the election of the first Elected Board (hereinafter defined), any director may be removed from the Board, with or without cause, by a majority vote of the members of the Board or by the Declarant. If any vacancy occurs in the Board caused by death, resignation, or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, such vacant director position may, if the Board so desires, be filled by a majority vote of the remaining members of the Board present and voting at a special meeting of the Board duly called and held (even though a quorum may not be present at the meeting), or by unanimous written consent of the remaining Board members. Notwithstanding the foregoing, however, if the remaining members of the Board fail to fill any such vacant director position within sixty (60)

days of the vacancy, the Declarant may, if the Declarant so desires, fill such vacant board position by designating in writing the director to fill such vacancy.

**Section 3. Elected Board: Nomination; Election; Removal; Vacancies.** At such time as may be determined to be appropriate by the Board of Directors in its discretion, the members of the Board of Directors shall commence to be elected by, and thereafter shall continue to be elected by, the Members in accordance with the provisions of this Article V, Section 3. The Board of Directors, once Directors are elected to the Board of Directors in accordance with the provisions of this Article V, Section 3, is sometimes referred to as the "Elected Board". The first Directors to be elected to the Elected Board may be elected at an annual or a special meeting of the Members, and thereafter Directors to be elected for the Elected Board shall be elected at each annual meeting of the Members.

(a) Prior to the meeting of the Members of the Association called for the purpose of voting on the first Directors to be elected to the Elected Board, the existing members of the Board of Directors shall designate and appoint one-half (1/2) of the Directors (or a simple majority of the Directors if there is an odd number of Directors) to serve on the first Elected Board, who shall serve on the first Elected Board for a term of one (1) year each. At the meeting of the Members of the Association called for the purpose of voting on the first Directors to be elected to the Elected Board, the Members shall elect the remainder of the Directors to serve on the first Elected Board, who shall serve on the first Elected Board for a term of two (2) years each. Thereafter, at the annual meeting of the Members, the Members shall elect the number of Directors necessary in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting, each to serve a term of two (2) years. Members may cast, in respect to

each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The nominees receiving the highest number of votes shall be elected.

(b) Nomination for Directors to be elected to the Elected Board shall be made by a nominating committee which shall consist of three (3) or more Members of the Association, who shall be appointed by the Board prior to the applicable special or annual meeting of the Members of the Association. Each nominating committee Member shall serve until his successor is appointed. The nominating committee shall make as many nominations for election to the Board as there are vacancies to be filled and, in the event new directorships are created, shall nominate the persons to serve as, and shall designate the terms to be filled by, the new Directors. Nominations may also be made from the floor at the meeting of Members of the Association.

(c) Any Director on the Elected Board who was elected by the Members may be removed from the Elected Board with or without cause, by the affirmative vote of Members representing two-thirds (2/3rds) of the voting power of the Membership, at a special meeting called for such purpose or at an annual meeting. In such event, a successor for such removed Director shall be elected by a vote of the Members. Vacancies in the Elected Board caused by reasons other than removal shall be filled by the remaining Directors. A Director elected or appointed to fill a vacancy created on the Elected Board shall serve for the unexpired term of his predecessor. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting called for such purpose. The Directors elected to fill such newly created positions shall serve for the term that would

bring about the distribution of Directors as described in subsection (b) of this Article V, Section 3.

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

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

**Section 6. Advisory Directors.** The Board may appoint such advisory directors as it determines from time to time to be appropriate. Advisory directors shall not have the right to vote on any matter brought before the Board for a vote, but shall have the right to attend board meetings and to receive such documents and other materials as are provided to all other board members, unless the President or a majority of the Board determines that such attendance or the provision of such materials could have an adverse effect on the business or operations of the Association. Any advisory directors may be removed by the Board, with or without cause and with or without notice at any time.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held quarter-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall 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 shall be regarded as the act of the Board.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** Among its other express and implied powers under the Declaration, the Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the property and facilities subject to the Declaration, and the personal conduct of the Owners and their employees, lessees, tenants and guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any facilities owned or operated by the Association by an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association in the Declaration or these By-Laws, and not reserved to the

Owners by other provisions of these By-Laws, 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 such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) oversee the operations of the Architectural Committees as contemplated in the Declaration, including, without limitation, the New Construction Committee and the Modifications Committee, and when and as required by the Declaration appoint members or replacement members thereto.

**Section 2. Duties.** It shall be the duty of the Board of Directors to carry out its responsibilities under the Declaration, including specifically, but without limitation, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at any special meeting in which such statement is requested in writing by the Owners representing two-thirds (2/3) of the total votes possible, calculated as set forth in Article IV, Section 1 hereof;
- (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, determine the amount to be levied as the Assessments against each Assessable Tract for each calendar year;



- (d) as more fully provided in the Declaration, to foreclose the lien against any Lot 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;
- (e) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (reasonable charge may be made by the Board for the issuance of these certificates), and if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance on the Common Properties;
- (g) cause the Common Properties to be maintained; and
- (h) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 3. Special Appointments.** The Board may elect such other officers as the officers of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 4. Resignation and Removal.** Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. Vacancies.** A vacancy in any 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.

**Section 6. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

**Section 7. Duties.** The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, except as may be otherwise approved by the Board of Directors.
- (b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

- (c) Secretary. The secretary shall 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 said seal; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the names of the Owners together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall 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 shall prepare or cause to be prepared an annual budget and a statement of income and expenditures to be presented to the Owners annually.

## ARTICLE IX

### COMMITTEES

The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purposes.

## ARTICLE X

### RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Owner 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 Owner is obligated to pay to the Association 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 thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the maximum rate permitted by Texas law, and if there is no maximum lawful rate applicable to such transaction, then at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Property, or pursue both such remedies to the extent not mutually exclusive, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or by non-use and/or abandonment of his Lot or Building Plot.

**ARTICLE XII**  
**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: GRAND LAKES COMMUNITY ASSOCIATION, INC. Use of the seal shall not be required in order to render an act of the Association binding on it.

**ARTICLE XIII**  
**AMENDMENTS**

The By-Laws of this Association are hereby adopted by the initial Board of Directors and shall be amended or altered by a majority of the members of the Board of Directors, or their

successors. In the event of a conflict between these By-Laws and the Declaration, the Declaration shall be deemed controlling.

#### ARTICLE XIV

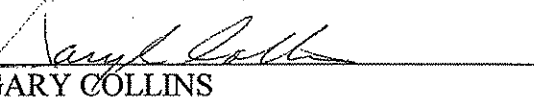
#### MISCELLANEOUS

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

This Third Amended and Restated Bylaws of Grand Lakes Community Association, Inc., shall amend, restate and supersede in their entirety the Second Amended and Restated Bylaws of Grand Lakes Community Association, Inc. previously adopted by the Directors.

IN WITNESS WHEREOF, we, being all of the Directors of GRAND LAKES COMMUNITY ASSOCIATION, INC., have hereunto set our hands the 1 day of DECEMBER, 2007, to reflect the adoption of the foregoing Third Amended and Restated By-Laws.

  
ROBERT J. BAMFORD, III

  
GARY COLLINS

  
COLLINS PIER

  
WILLIAM JENKINS

RETURNED AT COUNTER TO:

Bill Manning (Boyar & Miller)

4265 San Felipe #1200

Houston, TX 77027

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

2007 Dec 18 09:08 AM

2007152443

JH \$91.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS