

BY LAWS OF THE  
Glen Arbor Subdivision Property Owners Association

AN ARKANSAS NON-PROFIT CORPORATION

ARTICLE I

MEMBERSHIP

Membership in the GLEN ARBOR SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC. shall be restricted to the owners of lots within GlenArbor Subdivision Property Owners Association after known as (The POA) ,Any person or entity asserting an interest in any property merely as security for the performance of any obligation shall not qualify for nor be a Member. Each lot shall represent one membership. Membership is appurtenant to and shall not be separated from ownership of any such lot or lots.

ARTICLE II

MEETINGS OF THE ASSOCIATION

1. Meetings. After such time as the Developer relinquishes control of the Association to the members as provided in Article III, the members of the POA shall meet no less than once per year at a time and place to be determined by the Board of Directors. Notice of the time and place of such meeting shall be delivered to each member by regular mail no less than 10 days in advance of said meeting. The purpose of the annual meeting shall be to elect the Board of Directors and for the transaction of such other business as may come before the meeting.

2. Special Meetings. Special meetings of The POA may be called at any time by the President or by resolution of the Board of Directors or by any Member or group of members holding not less than twenty-five percent (25%) of the voting power of the Association (on the date of delivery of demand for such meeting) by delivering to any officer of the Association written demand for such Special Meeting describing the purpose or purposes for which such a meeting should be held. Special meetings to be conducted pursuant to written demand by a Member holding not less than twenty-five percent (25%) of the voting power of the Association shall be held within thirty (30) days of delivery of such demand. All meetings shall be held upon proper notice by regular mail to the membership, not less than 10 days prior to such meeting.

3. Notice and Place of Meetings. Written notice of any meeting of the Property Owners Association shall be given personally (in writing) or by regular mail or facsimile transmission to each member (one lot =

one member) at the street address or facsimile number of that member's The POA lot or at such other address or facsimile number as provided to the association by the member. In the event that ownership of any given lot rests in multiple parties having different addresses, the Association shall provide one written notice to any of such persons whose names appear on the Warranty Deed or on file with the Association at the Association's sole discretion. If the purpose of the meeting described in the notice is an annual meeting of the Property Owners Association, it shall be so stated in the notice. If the meeting which is being called pursuant to said written notice is a special meeting, then the purpose of said special meeting shall be stated in the notice. The Board of Directors shall designate the place of the meeting, which shall be within the State of Arkansas, and the correct street address for same shall be included in the notice. Notice provided personally, by mail or by facsimile shall be delivered not less than ten (10) days prior to the date of the meeting. Delivery of notice by mail shall be considered complete when placed in the custody of the United States Post Office. Notice may be waived either in writing or by attendance at the noticed meeting, by any member.

4. Voting.

a. Each lot owner in good standing within The POA shall be entitled to one vote by its Member or members in the Property Owners Association. To be entitled to vote, a Member must have been a Member in good standing for at least thirty (30) days prior to the election in order to allow adequate time to process the membership records. Multiple or joint owners of a single lot shall all be members whose consolidated vote shall express their intent collectively.

The Association itself shall not be a voting member as a result of ownership of common property or any lot or other property within the POA

5. Quorum. A quorum at any meeting of the Property Owners Association shall consist of members representing ownership of not less than seventy-five per-cent (75%) of those lots appearing on the final recorded plat of The POA. A majority vote of those voting lots represented by members present at the meeting shall be sufficient to pass any resolution or other matter placed to a vote before the meeting.

6. Proxies. A member of the Property Owners Association may vote at any meeting of the Association by being present in person or by giving to some other person present at the meeting a written proxy bearing the member's original signature.

7. Date of Record. The date of mailing of notice of any meeting shall be the date of record for determining those members entitled to such notice and entitled to vote and the meeting. The Board of Directors may establish a different Date of Record in its discretion.

8. Informal Action. Any action required to be taken or which may be taken at a meeting of the members may be taken without a meeting if two (2) or more members consent in writing, setting forth the action so taken. Such written consent to action shall be signed by members sufficient to represent seventy-five percent (75%) or more of the voting power of the Association and delivered to the Association for inclusion in the minutes or for filing with the Association's records. The Record Date for such action shall be the date the first member signs the consent to action described above. Those members who did not sign the consent described above shall receive written notice from the Association of the approval of the action. The effective date of such informal action shall be ten (10) after written notice to the membership is placed in the mail.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Formation. The Developer shall retain full voting control of the Association for the longer of five (5) years or until such time as 75% of the lots in the Development, including any Additional Property, have been sold and, until such time, shall fully control the election of Directors and Officers of the Association. After the Developer relinquishes control of the Association to the Lot owners, the Board of Directors shall be elected annually by the members. The number of members of the Board of Directors shall be no less than 3 and no more than 5.
2. Powers of the Board. In addition to those powers granted to it in the preceding paragraphs, the Board of Directors shall have the express authority to prepare an annual budget for the Property Owners Association and to propose the amount of assessments to members of the Property Owners Association for the purpose of facilitating the carrying out the duties of the Property Owners Association, such as opening a bank account for the purposes of facilitating receipts and payments as set out in the Protective Covenants.

The Board of Directors shall further have the authority to initiate foreclosure on behalf of the Property Owners Association upon any liens created by past due, delinquent or unpaid assessments, as provided in the Protective Covenants of The POA Election of Officers. The Board of Directors shall elect the officers of the Association as provided below.

#### ARTICLE IV OFFICERS

1. General Positions. The Property Owners Association shall have a President, Secretary and Treasurer who will be elected by the Board of Directors. A Vice President may be elected if the Board should so choose. A member of the Board of Directors must be a lot owner to serve as an officer if elected by the Board of Directors.
2. General Powers. The President shall preside over all meetings of the Property Owners Association and shall be authorized to call meetings of the membership. The Secretary shall maintain and record minutes of each meeting of the Board of Directors and the Property Owners Association and shall be responsible for preparation and mailing of proper notice, as required herein, of all meetings or other matters for which notice is required to membership. The Treasurer shall be responsible for maintaining accurate books and records of the finances of the Property Owners Association.
3. Term. Each officer shall serve in the position so elected for a period of one year. The Board of Directors will elect Officers annually. Officers may serve consecutive terms if so nominated and elected.
4. Vacancies and Resignations. An officer may resign at any time by filing his or her written resignation with the Board of Directors of the Association. In the event a vacancy occurs by resignation or any other reason, the position made vacant shall be filled by the Board of Directors. The person elected to fill such a vacancy shall serve out the remainder of the term vacated and shall step up in office as above described, as though originally elected for the full term.
5. Execution of Written Instruments. The President of the Property Owners Association is authorized to execute on behalf of the Association, contracts or other written instruments.
6. Checks and Notes. Checks, notes, drafts and demands for money shall be signed by the President of the Property Owners Association.
7. Removal. Officers of the Property Owners Association may be removed for cause only by a 75% majority vote of Board of Directors.

## ARTICLE V

### POWERS AND DUTIES OF PROPERTY OWNERS ASSOCIATION

It shall be the duty and the Property Owners Association shall have the authority through its officers, to perform the following duties:

1. Maintain all common areas as described in the CCR's.
2. Determine and collect assessments.
3. Borrow funds
4. Enforce Protective Covenants, institute fines or liens.
5. Pay common area utilities as needed.
6. Perform any other activity necessary to promote and preserve the integrity of development, safety, aesthetics, and property values of The POA as the membership of the Property Owners Association may deem appropriate.
7. Property taxes are all on individual lot owners.
8. Establish and fund reasonable monetary reserves for the purposes of maintenance, capital improvements, and all other purposes required or allowed under these By-laws and the Protective Covenants or any amendments or supplements thereto.
9. All Record keeping, Bookkeeping , Tax documents and any other necessary documents needed to run the association.

## ARTICLE VI

### ANNUAL ASSESSMENTS OR DUES

1. Each Lot owner shall pay to the Association all assessments described in the Protective Covenants, the amounts of which are to be determined by the Board of Directors in accordance with these By-laws and the Protective Covenants or any amendments or supplements thereto. The Association itself shall not pay dues or assessments. In determining the annual assessment, the Board of Directors shall consider maintenance costs, future needs of the Association, administrative expenses, funding of all Appropriate monetary reserves, and payment of the Association's debts.

2. The revenue generated by the assessments levied shall be used for the purposes set forth in the Protective Covenants or these By-laws and in the Articles of Incorporation of the Association.

3. Additional special assessments may be levied upon the approval of the membership by a majority of the membership voting, in person or by proxy, at a special meeting called for that purpose and upon proper notice of such meeting as provided above.

4. The due date for regular annual or any special assessment shall be determined by the Board of directors. Such due date shall be provided to the members in writing with notice of the annual or special assessment but shall at no time be less than thirty (30) days from the date of written notice of the annual or special assessment.

5. Except as may be specifically provided in the Protective Covenants, including amendments or supplements thereto, or these By-laws, or amendments thereof, all annual and special assessments are and shall remain the personal obligation and debt of the Lot owner(s). No owner may exempt himself, herself, or itself from any such liability. In the event of a default in the payment of any annual or special assessment the owner or owners shall be personally and jointly and severally liable for the payment of such assessment in addition to interest thereupon at the maximum legal rate until paid together with all costs and expenses, including all attorney's fees.

6. Pursuant to the provisions of the Protective Covenants any unpaid assessment shall attach as a lien to the delinquent property. Priority and enforcement of liens shall be governed by the provisions of the Protective Covenants.

## ARTICLE VII

### INDEMNIFICATION

1. To the extent permitted and provided by Arkansas law, the Association shall indemnify any person made a party to any action or proceeding by any other person or entity, other than the Association itself, solely because that person is or was either an officer of the Association or a member of the Architectural Control Committee provided that person was acting within the scope of his or her Association duties, was acting in good faith, and the conduct of the person was lawful or the person had no reason to believe that the conduct was unlawful. Such indemnification shall include all attorneys' fees and costs reasonably associated with the defense of such an action or proceeding. The Association may purchase and maintain insurance for the purposes set forth in this paragraph.

ARTICLE VIII

GENERAL PROVISIONS

1. Association Records. The Association shall keep correct and complete books and records of the financial activities of the association as well as minutes of all meetings of its members, the Board of directors, and committees and such records shall be maintained at the principal office of the Association and shall be available for inspection by the membership during regular business hours or, otherwise, during those regular office hours which may be established by the Board of Directors and made known to the membership by written notice.

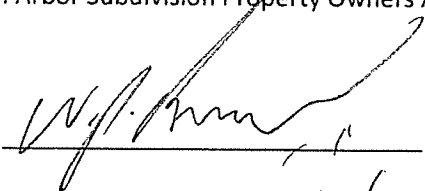
2. Execution of Debt Instruments. All checks, notes, or other instruments of indebtedness of the Association shall be signed by such officer or officers as the Board of directors may from time to time so authorize.

3. Amendment and Effective Date. These By-Laws may be adopted, amended or repealed by the Developer until the Developer relinquishes control of the Association to the members. After the Developer relinquishes control of the Association to the members, these By-Laws may only be amended or repealed at any meeting of the general membership by a 75% majority vote of those members voting in person or by proxy. These By-Laws shall be effective on the day and year indicated herein below.

DATED this 12 day of Nov., 2021

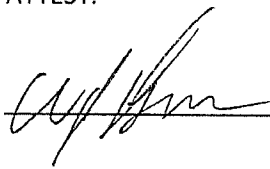
Glen Arbor Subdivision Property Owners Association

BY:



Member Glen Arbor PD, LLC

ATTEST:



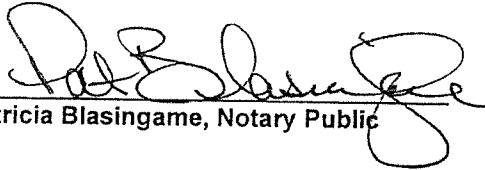
SECRETARY

**ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF BENTON

On this day, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named William P. Burckart, who to me personally well known, who stated he was the Member of **GlenArborPRD, LLC**, a Arkansas limited liability company, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this **12<sup>th</sup> day of November, 2021.**

  
Patricia Blasingame, Notary Public

My commission expires:







CERTIFICATE OF RECORD  
STATE OF ARKANSAS, COUNTY OF BENTON  
I hereby certify that this instrument was  
Filed and Recorded in the Official Records  
in Doc Num L202206656  
01/31/2022 01:57:02 PM  
Brenda DeShields  
BENTON COUNTY Circuit Clerk & Recorder

BY LAWS OF THE

Glen Arbor Subdivision Property Owners Association

AN ARKANSAS NON-PROFIT CORPORATION

ARTICLE I

MEMBERSHIP

Membership in the GLEN ARBOR SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC. shall be restricted to the owners of lots within GlenArbor Subdivision Property Owners Association after known as (The POA) ,Any person or entity asserting an interest in any property merely as security for the performance of any obligation shall not qualify for nor be a Member. Each lot shall represent one membership. Membership is appurtenant to and shall not be separated from ownership of any such lot or lots.

ARTICLE II

MEETINGS OF THE ASSOCIATION

1. Meetings. After such time as the Developer relinquishes control of the Association to the members as provided in Article III, the members of the POA shall meet no less than once per year at a time and place to be determined by the Board of Directors. Notice of the time and place of such meeting shall be delivered to each member by regular mail no less than 10 days in advance of said meeting. The purpose of the annual meeting shall be to elect the Board of Directors and for the transaction of such other business as may come before the meeting.

2. Special Meetings. Special meetings of The POA may be called at any time by the President or by resolution of the Board of Directors or by any Member or group of members holding not less than twenty-five percent (25%) of the voting power of the Association (on the date of delivery of demand for such meeting) by delivering to any officer of the Association written demand for such Special Meeting describing the purpose or purposes for which such a meeting should be held. Special meetings to be conducted pursuant to written demand by a Member holding not less than twenty-five percent (25%) of the voting power of the Association shall be held within thirty (30) days of delivery of such demand. All meetings shall be held upon proper notice by regular mail to the membership, not less than 10 days prior to such meeting.

3. Notice and Place of Meetings. Written notice of any meeting of the Property Owners Association shall be given personally (in writing) or by regular mail or facsimile transmission to each member (one lot =

one member) at the street address or facsimile number of that member's The POA lot or at such other address or facsimile number as provided to the association by the member. In the event that ownership of any given lot rests in multiple parties having different addresses, the Association shall provide one written notice to any of such persons whose names appear on the Warranty Deed or on file with the Association at the Association's sole discretion. If the purpose of the meeting described in the notice is an annual meeting of the Property Owners Association, it shall be so stated in the notice. If the meeting which is being called pursuant to said written notice is a special meeting, then the purpose of said special meeting shall be stated in the notice. The Board of Directors shall designate the place of the meeting, which shall be within the State of Arkansas, and the correct street address for same shall be included in the notice. Notice provided personally, by mail or by facsimile shall be delivered not less than ten (10) days prior to the date of the meeting. Delivery of notice by mail shall be considered complete when placed in the custody of the United States Post Office. Notice may be waived either in writing or by attendance at the noticed meeting, by any member.

4. Voting.

a. Each lot owner in good standing within The POA shall be entitled to one vote by its Member or members in the Property Owners Association. To be entitled to vote, a Member must have been a Member in good standing for at least thirty (30) days prior to the election in order to allow adequate time to process the membership records. Multiple or joint owners of a single lot shall all be members whose consolidated vote shall express their intent collectively.

The Association itself shall not be a voting member as a result of ownership of common property or any lot or other property within the POA

5. Quorum. A quorum at any meeting of the Property Owners Association shall consist of members representing ownership of not less than seventy-five per-cent (75%) of those lots appearing on the final recorded plat of The POA. A majority vote of those voting lots represented by members present at the meeting shall be sufficient to pass any resolution or other matter placed to a vote before the meeting.

6. Proxies. A member of the Property Owners Association may vote at any meeting of the Association by being present in person or by giving to some other person present at the meeting a written proxy bearing the member's original signature.

7. Date of Record. The date of mailing of notice of any meeting shall be the date of record for determining those members entitled to such notice and entitled to vote and the meeting. The Board of Directors may establish a different Date of Record in its discretion.

8. Informal Action. Any action required to be taken or which may be taken at a meeting of the members may be taken without a meeting if two (2) or more members consent in writing, setting forth the action so taken. Such written consent to action shall be signed by members sufficient to represent seventy-five percent (75%) or more of the voting power of the Association and delivered to the Association for inclusion in the minutes or for filing with the Association's records. The Record Date for such action shall be the date the first member signs the consent to action described above. Those members who did not sign the consent described above shall receive written notice from the Association of the approval of the action. The effective date of such informal action shall be ten (10) after written notice to the membership is placed in the mail.

### ARTICLE III

#### BOARD OF DIRECTORS

1. Formation. The Developer shall retain full voting control of the Association for the longer of five (5) years or until such time as 75% of the lots in the Development, including any Additional Property, have been sold and, until such time, shall fully control the election of Directors and Officers of the Association . After the Developer relinquishes control of the Association to the Lot owners, the Board of Directors shall be elected annually by the members. The number of members of the Board of Directors shall be no less than 3 and no more than 5.
2. Powers of the Board. In addition to those powers granted to it in the preceding paragraphs, the Board of Directors shall have the express authority to prepare an annual budget for the Property Owners Association and to propose the amount of assessments to members of the Property Owners Association for the purpose of facilitating the carrying out the duties of the Property Owners Association, such as opening a bank account for the purposes of facilitating receipts and payments as set out in the Protective Covenants.

The Board of Directors shall further have the authority to initiate foreclosure on behalf of the Property Owners Association upon any liens created by past due, delinquent or unpaid assessments, as provided in the Protective Covenants of The POA Election of Officers. The Board of Directors shall elect the officers of the Association as provided below.

#### ARTICLE IV OFFICERS

1. General Positions. The Property Owners Association shall have a President, Secretary and Treasurer who will be elected by the Board of Directors. A Vice President may be elected if the Board should so choose. A member of the Board of Directors must be a lot owner to serve as an officer if elected by the Board of Directors.
2. General Powers. The President shall preside over all meetings of the Property Owners Association and shall be authorized to call meetings of the membership. The Secretary shall maintain and record minutes of each meeting of the Board of Directors and the Property Owners Association and shall be responsible for preparation and mailing of proper notice, as required herein, of all meetings or other matters for which notice is required to membership. The Treasurer shall be responsible for maintaining accurate books and records of the finances of the Property Owners Association.
3. Term. Each officer shall serve in the position so elected for a period of one year. The Board of Directors will elect Officers annually. Officers may serve consecutive terms if so nominated and elected.
4. Vacancies and Resignations. An officer may resign at any time by filing his or her written resignation with the Board of Directors of the Association. In the event a vacancy occurs by resignation or any other reason, the position made vacant shall be filled by the Board of Directors. The person elected to fill such a vacancy shall serve out the remainder of the term vacated and shall step up in office as above described, as though originally elected for the full term.
5. Execution of Written Instruments. The President of the Property Owners Association is authorized to execute on behalf of the Association, contracts or other written instruments.
6. Checks and Notes. Checks, notes, drafts and demands for money shall be signed by the President of the Property Owners Association.
7. Removal. Officers of the Property Owners Association may be removed for cause only by a 75% majority vote of Board of Directors.

## ARTICLE V

### POWERS AND DUTIES OF PROPERTY OWNERS ASSOCIATION

It shall be the duty and the Property Owners Association shall have the authority through its officers, to perform the following duties:

1. Maintain all common areas as described in the CCR's.
2. Determine and collect assessments.
3. Borrow funds
4. Enforce Protective Covenants, institute fines or liens.
5. Pay common area utilities as needed.
6. Perform any other activity necessary to promote and preserve the integrity of development, safety, aesthetics, and property values of The POA as the membership of the Property Owners Association may deem appropriate.
7. Property taxes are all on individual lot owners.
8. Establish and fund reasonable monetary reserves for the purposes of maintenance, capital improvements, and all other purposes required or allowed under these By-laws and the Protective Covenants or any amendments or supplements thereto.
9. All Record keeping, Bookkeeping , Tax documents and any other necessary documents needed to run the association.

## **ARTICLE VI**

### **ANNUAL ASSESSMENTS OR DUES**

1. Each Lot owner shall pay to the Association all assessments described in the Protective Covenants, the amounts of which are to be determined by the Board of Directors in accordance with these By-laws and the Protective Covenants or any amendments or supplements thereto. The Association itself shall not pay dues or assessments. In determining the annual assessment, the Board of Directors shall consider maintenance costs, future needs of the Association, administrative expenses, funding of all Appropriate monetary reserves, and payment of the Association's debts.

2. The revenue generated by the assessments levied shall be used for the purposes set forth in the Protective Covenants or these By-laws and in the Articles of Incorporation of the Association.

3. Additional special assessments may be levied upon the approval of the membership by a majority of the membership voting, in person or by proxy, at a special meeting called for that purpose and upon proper notice of such meeting as provided above.

4. The due date for regular annual or any special assessment shall be determined by the Board of directors. Such due date shall be provided to the members in writing with notice of the annual or special assessment but shall at no time be less than thirty (30) days from the date of written notice of the annual or special assessment.

5. Except as may be specifically provided in the Protective Covenants, including amendments or supplements thereto, or these By-laws, or amendments thereof, all annual and special assessments are and shall remain the personal obligation and debt of the Lot owner(s). No owner may exempt himself, herself, or itself from any such liability. In the event of a default in the payment of any annual or special assessment the owner or owners shall be personally and jointly and severally liable for the payment of such assessment in addition to interest thereupon at the maximum legal rate until paid together with all costs and expenses, including all attorney's fees.

6. Pursuant to the provisions of the Protective Covenants any unpaid assessment shall attach as a lien to the delinquent property. Priority and enforcement of liens shall be governed by the provisions of the Protective Covenants.

## **ARTICLE VII**

### **INDEMNIFICATION**

1. To the extent permitted and provided by Arkansas law, the Association shall indemnify any person made a party to any action or proceeding by any other person or entity, other than the Association itself, solely because that person is or was either an officer of the Association or a member of the Architectural Control Committee provided that person was acting within the scope of his or her Association duties, was acting in good faith, and the conduct or the person was lawful or the person had no reason to believe that the conduct was unlawful. Such indemnification shall include all attorneys' fees and costs reasonably associated with the defense of such an action or proceeding. The Association may purchase and maintain insurance for the purposes set forth in this paragraph.

ARTICLE VIII

GENERAL PROVISIONS

1. Association Records. The Association shall keep correct and complete books and records of the financial activities of the association as well as minutes of all meetings of its members, the Board of directors, and committees and such records shall be maintained at the principal office of the Association and shall be available for inspection by the membership during regular business hours or, otherwise, during those regular office hours which may be established by the Board of Directors and made known to the membership by written notice.

2. Execution of Debt Instruments. All checks, notes, or other instruments of indebtedness of the Association shall be signed by such officer or officers as the Board of directors may from time to time so authorize.

3. Amendment and Effective Date. These By-Laws may be adopted, amended or repealed by the Developer until the Developer relinquishes control of the Association to the members. After the Developer relinquishes control of the Association to the members, these By-Laws may only be amended or repealed at any meeting of the general membership by a 75% majority vote of those members voting in person or by proxy. These By-Laws shall be effective on the day and year indicated herein below.

DATED this 12 day of Nov., 2021

Glen Arbor Subdivision Property Owners Association

BY: \_\_\_\_\_

, Member

*Glen Arbor PRO, LLC*

ATTEST:

\_\_\_\_\_  
*[Signature]*

SECRETARY

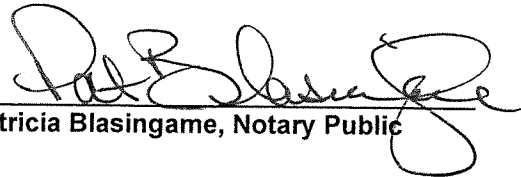


**ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF BENTON

On this day, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named William P. Burckart, who to me personally well known, who stated he was the Member of **GlenArborPRD, LLC**, a Arkansas limited liability company, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company and further stated that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this **12<sup>th</sup> day of November, 2021.**



Patricia Blasingame, Notary Public

**My commission expires:**

