BYLAWS
OF
BRYN MAR HOMEOWNERS' ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

ARTICLE I
NAME

The name of the corporation shall be **BRYN MAR HOMEOWNERS' ASSOCIATION, INC.**, hereafter called "Association").

ARTICLE II
PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit corporation is formed is to govern the subdivision (the "Property") situated on real property in the County of Denton, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which Property has been made subject to certain covenants, assessments, easements, conditions, restrictions, charges and liens pursuant to a Declaration of Covenants, Conditions and Restrictions for Byrn Mar (the "Declaration") dated July 1, 1998, recorded in the Deed Records of Denton County, Texas. Terms used herein with initial capital letters and not defined herein have the meaning given them in the Declaration.

2.2 OWNER OBLIGATION. All present or future Owners (as defined in the Declaration), tenants, or any other person who might use any portion of the Property in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any portion of the Property or the mere act of occupancy of any portion of the Property will signify that these Bylaws were accepted and ratified and will be strictly followed. Bryn Mar Properties, Ltd., a Texas limited partnership (the "Declarant") is the owner of the Property as of the date of the Declaration and Declarant caused to be executed and filed the Declaration and is and shall continue to be an Owner as defined by the Declaration.

ARTICLE III
DEFINITIONS AND TERMS

3.1 MEMBERSHIP. Any person on becoming an Owner shall automatically become a member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal action by the Association whenever such person ceases to be an Owner. Such termination shall not relieve or release any such former Owner from any liability or obligation arising out of or in any way connected with the Property during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association.

3.2 CLASSES OF VOTING MEMBERS. This Association shall have two classes of voting membership.

Class A. Class A Members shall be all the Members or Owners with the exception of Declarant. Class A members shall be entitled to one (1) vote for each "Lot" in which an interest is owned by such Member in accordance with the terms of the Declaration, as of the date of the notice of the meeting at which the vote is to be cast. When two (2) or more persons or entities hold interests in the same Lot, all such persons or entities shall be Members; provided, however, that the vote for such part of the Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to each Lot owned by a Class A Member or Members.

Class B. The Class B Members shall consist solely of the Declarant. The Class B Member shall be entitled to four (4) votes for each Lot owned by such Member, as of the date of the notice of the meeting at which the vote is to be cast; provided, however, that at such time as Class A Members become the Owners of seventy-five percent (75%) of the Lots, notwithstanding any other provision of this Article, the Class B Member shall be entitled to only one vote for each Lot owned by such member.

3.3 MAJORITY OF OWNERS. As used in these Bylaws the term "Majority of Members" shall mean those Members with at least fifty-one percent (51%) of the combined weighted votes entitled to be cast.

3.4 QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a Majority of Members as defined in Section 3.3 hereof shall constitute a quorum. Except as otherwise provided in the Declaration or these Bylaws, the acts of the majority of the Members present, in person or by proxy, at a meeting at which a quorum is present shall be the acts of the members of the Association.

Notwithstanding the provisions dealing with a quorum, the following actions by the Association shall require an affirmative vote of seventy-five percent (75%) of the total votes of both classes of Members.

(1) The pledge or encumbrance of any portion of the Common Area to secure a loan or loans to the Association or any other party.

(2) The conveyance of any portion of the Common Area from the Association to any other party.

(3) The levy of a Special Assessment against the members as set forth in Section 4.5 or increasing the Annual Assessment by more than the amount specified in Section 4.4 of the Declaration.

(4) The amendment, change (in whole or in part) or the abolishment of the Declaration of Covenants, Conditions and Restrictions.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with before the appointed time of each meeting.

ARTICLE IV
ADMINISTRATION

4.1 PLACE OF MEETING. All regular and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors in accordance with the terms of the Declaration and designated in the notices of such meetings.

4.2 REGULAR MEETINGS. Regular meetings shall be held at monthly and quarterly times as set by the Board of Directors in accordance with the terms of the Declaration.

4.3 SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon receipt of a petition signed by at least one-third (1/3) of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3A) of the Members present, either in person or by proxy.

4.4 NOTICE OF MEETINGS. No notice of Regular Meetings shall be required once the Board of Directors has once notified the Members of the time, date and place which have been set therefore in accordance with the terms of the Declaration. Notice is required as herein stated for special meetings when any change in the current standing notice of periodic meetings occurs. The Secretary shall mail notices of special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than fifteen (15) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at Member's residence in such Member's absence.

4.5 ADJOURNED MEETING. if any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is attained.

4.6 ORDER OF BUSINESS. The order of business at all regular meetings of the members shall be as follows.

a. Roll call.
b Proof of notice of meeting or waiver of notice.
c. Reading of minutes of preceding meeting.

d. Reports of Officers.
e. Reports of Committees.
f. Election of Directors.
g. Unfinished business.
h. New business.
i. Adjournment.

ARTICLE V
BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of two (2) persons. The foregoing persons shall act in such capacity and shall manage the affairs of the Association until their successors are appointed or elected as hereinafter provided, to-wit:

NAME	ADDRESS
William H. Rogers	12160 Abrams Road, Suite 509 Dallas, Texas 75243
Michael Ruff	8144 Walnut Hill Lane, Suite 172 Dallas, Texas 75231

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the carrying out of the Association's duties pursuant to the Declaration. The Board of Directors may do all such acts and things that are not by these Bylaws or by the Declaration directed to be exercised and done by the Members.

5.3 SPECIFIC POWERS AND DUTIES. The Board of Directors, for the benefit of the Property and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in the Declaration all services and perform all duties and tasks provided in Article V of the Declaration in accordance with the terms of said Article V.

5.4 ELECTION AND TERM OF OFFICE. The Directors shall serve for a term of one year. Until the first to occur of (i) January 1, 2000 and (ii) the date on which the Class A Members hold title to seventy-five percent (75%) of the Lots (the date on which the first of the preceding to occur is sometimes referred to herein as the "Change Date"), three Directors shall be appointed by the Declarant. Following the Change Date, the Directors shall be elected by a Majority of the Members. The persons acting as Directors shall hold office until their successors have been appointed or. elected and hold their first meeting.

5.5 VACANCIES. Prior to the Change Date, the party having appointed the Director whose office is vacant, shall appoint such Director's successor. After the Change Date, vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so appointed or elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. Prior to the Change Date, a Director may be removed only by the party who appointed such Director. Following the Change Date, at any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by a majority of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held at such time and place as shall be fixed by the Members at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such first meeting, providing a majority of the whole Board shall be present at such first meeting.

5.8 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to Directors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors maybe called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTORS QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, It at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time.

5.12 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such shall be paid by the Association.

ARTICLE VI
OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members to assist in the administration of the affairs of the Association.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in the President's absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general perform all the duties incident to the office of the Secretary.

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

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall have authority to disburse such money as directed by resolution of the Board of Directors, (provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors), including authority to: sign all checks of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meetings, and deliver a copy of each to the members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII
MANAGEMENT CONTRACT

The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors and for a term as determined by the Board of Directors.

ARTICLE IX
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in which the Association is advised by legal counsel to the Association that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as an expense of the Association; provided, however, nothing contained in this Article XI shall be deemed to obligate the Association to indemnify any member, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration

ARTICLE X
OBLIGATIONS OF THE MEMBERS

10.1 ASSESSMENTS. All Members shall be obligated to pay the annual assessments imposed by the Association to meet the expenses of the Association in accordance with the terms of the Declaration. All members shall be obligated to pay all special assessments imposed by the Association. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these Bylaws, only if he is current in the assessments made or levied against him and the portion of the Property owned by him.

10.2 GENERAL. Each member shall comply strictly with the provisions of the Declaration.

ARTICLE XI
AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Association if, at a duly constituted meeting for such purpose, such amendment is approved by a sixty-seven percent (67%) majority of all of the votes entitled to be cast. In no event shall the Bylaws be amended to conflict with the Declaration. In the event of a conflict between the Bylaws and the Declaration, the Declaration shall control.

ARTICLE XII
MORTGAGES

12.1 NOTICE TO ASSOCIATION. A Member who mortgages his Lot shall notify the Association, through the President of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

12.2 NOTICE OF UNPAID ASSESSMENTS. The Association shall, at the request of any Mortgagee of a Lot, report to such Mortgagee any unpaid assessments due from the Owner of such Lot.

ARTICLE XIII
NON-PROFIT ASSOCIATION

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

ARTICLE XIV
PRINCIPAL OFFICE

The principal office of the Association shall be located at 8144 Walnut Hill Lane, Suite 172, Dallas, Texas 75231, but may be located at such other suitable and convenient place as hall be permitted by law and designated by the Directors.

ARTICLE XV
EXECUTION OF INSTRUMENTS

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the officers of the Association.

ARTICLE XVI
CORPORATE SEAL

The Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Association.

ARTICLE VII
DEFINITIONS OF TERMS

The terms used in these Bylaws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration, as the same may be amended from time to time, recorded in the Office of the County Clerk of Collin County, Texas.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the Bylaws of Bryn Mar Homeowners' Association, Inc. as adopted by the initial Board of Directors by unanimous written consent on the 1st day of JULY, 1998.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of the Corporation, this the 1ST day of JULY, 1998.

Secretary