

STATE OF TEXAS  
COUNTY OF TRAVIS

**AMENDMENT TO BYLAWS AND RECORDATION OF ORIGINAL BYLAWS**

**SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

**[Restriction]**

The Amended Declaration of Covenants, Conditions and Restrictions, Summerwood Homeowners' Association of Austin, was filed of record in vol. 5148, Page 622, of the Deed Records of Travis, County, Texas (together with all subsequent amendments, the "Declaration"); and

The Declaration creates deed restrictions for the Summerwood community described therein, and provides for a property owners association for the governance of the community; and

Bylaws for the association, SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC, were previously adopted, and the bylaws as they existed prior to the amendment outlined below are attached as Exhibit A hereto;

The association duly approved the following amendment to Article VII Section 2(f) at the Annual Meeting of the Association held on May 22, 2008. The association, acting through its board of directors pursuant to statutory authority, has also approved the following amendment to Article VIII Section (1)(a):

**Article VII, Section 2 (f) of the By-Laws is deleted in its entirety and replaced with the following language:**

(f) provide means whereby the Association shall indemnify each director and each officer and each former director and each former officer of the Association against expenses actually and necessarily incurred by him or her and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he or she is made a party by reason of being or having been a director or officer whether or not a director or officer at the time such costs or expenses are incurred or imposed upon him or her, except in relation to matter as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any director or officer the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the directors not involved in the controversy, whether or not a quorum, that it was to the interest of the Association that such settlement be made and that such director or officer was not guilty of gross negligence or willful misconduct. Such rights of indemnification shall not be deemed exclusive of any

other rights to which such director or officer may be entitled by law or under any laws, agreement, vote of shareholders, or otherwise. Provided however, that in addition to the above, the Association is authorized to indemnify each director and each officer and each former director and each former officer of the Association to the full extent permitted under state law.

**Article VIII Section 1(a) is replaced in its entirety with the following language:**

(a) adopt and publish rules and regulations governing the Properties, and establish penalties for infraction of any provision in the governing documents of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of March, 2012.

SUMMERWOOD HOMEOWNERS'  
ASSOCIATION OF AUSTIN, INC.

Signature: Barry Rosson  
Printed name: Barry Rosson  
Date: 6 March 2012

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 6<sup>th</sup> day of March, 2012, by Barry Rosson in the capacity stated above.



[Signature]  
Notary Public, State of Texas

Attachments: Exhibit A, original bylaws (as previously amended)

**BY-LAWS**  
**OF**  
**SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**  
**A Texas Non-Profit Corporation**

**ARTICLE I**  
**Name & Location**

The name of the corporation is SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8216 Summer Place Drive, Austin, Texas 78759, but meetings of members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

**ARTICLE II**  
**Definitions**

Section 1. "Association" shall mean and refer to SUMMERWOOD HOMEOWNER'S ASSOCIATION OF AUSTIN, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in Volume 5148, Beginning on Page 622, of the Deed Records of Travis County, Texas, the provisions of which are hereby incorporated herein and expressly made a part hereof.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. There shall be one vote for each assessable unit.

**ARTICLE III**  
**Meetings of Members**

Section 1. Annual Meetings. The annual meeting of the members shall be held during the last two weeks in May. The exact date, time and place of the meeting shall be given to all members as indicated in Art. III, Sec. 3.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of one fourth (1/4) of the members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one third, 1/3, of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV

##### Board of Directors - Selection - Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors who must be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

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

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.

#### ARTICLE V

##### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

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

**ARTICLE VI**  
**Meetings of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly 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.

Section 4. Proxies. There shall be no proxy voting at Board meetings.

**ARTICLE VIII**     Article VII Typo BR  
**Powers and Duties of the Board of Directors**

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

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member 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 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 and not reserved to the membership 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; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary thereof to the members at the annual meeting of the members, or at any special meeting when such summary is requested in writing by one third (1/3) of the members who are entitled to vote;

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

(c) as more fully provided in the Declaration to:

1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
3. foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

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

(f) provide means whereby the Association shall indemnify each director and each officer and each former director and each former officer of the Association against expenses actually and necessarily incurred by him or her and any amount paid in satisfaction of judgements in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he or she is made a party by reason of being or having been a director or officer whether or not a director or officer at the time such costs or expenses are incurred by or imposed upon him or her, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any director or officer the reasonable costs of settlement of any such action, suite or proceeding, if it shall be found by a majority of a committee of the directors not involved in the controversy, whether or not a quorum, that it was to the interest of the Association that such settlement be made and that such director or officer was not guilty of gross negligence in willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director or officer may be entitled by law or under any laws, agreement, vote of shareholders, or otherwise.

(g) cause the Common Area to be maintained.

## 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 created.

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

Section 3. Term. The officers of this Association 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 4. Special Appointments. The Board may elect such other offices as the affairs 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. 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 6. 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 7. 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 4 of this Article.

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

President

(a) 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.

Vice-President

(b) 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 duties as may be required.

Secretary

(c) 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 members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall see that all monies due the Association are received, deposited, and disbursed as directed by action of the Board of Directors; that proper records of accounts are maintained; and that a directors' examination of all financial matters is made at the end of each fiscal year. The treasurer shall prepare an annual statement of income and expenditures to be presented to the membership at the annual meeting and see that a copy of each is delivered to each member. The treasurer shall sign any promissory notes of the Association as directed by the Board.

**ARTICLE IX**

Committees

The Board of Directors shall appoint an Environmental Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**

Books and Records

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

**ARTICLE XI**

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien 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 ninety (90) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 9 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs, and reasonable attorney's fees for 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 misuse of the Common Area or abandonment of his Lot.

**ARTICLE XII**  
**Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:  
SUMMERWOOD HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

**ARTICLE XIII**  
**Amendments**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV**  
**Miscellaneous**

Section 1. 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.

Section 2. All leases must be in full accordance with the Declaration of Covenants and copies of all leases must be filed with the Board of Directors prior to occupancy.

Section 3. When a unit is sold the seller shall report the name of the purchaser to the Board of Directors.

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These are the By-Laws as amended at the annual meeting May 22, 1979.

**After recording, please return to:**

Nieman & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

March 26 2012 10:43 AM

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