



**PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE FOR
SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association:

Per Texas Property Code 209.004 (a-1) (effective September 1, 2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Travis §

1. Name of Subdivision: Summerwood II
2. Subdivision Location: Austin, TX
3. Name of Homeowners Association Summerwood II Homeowners' Association of Austin, Inc.
4. Recording Data for Association: Plat filed at the county under Volume 4707, page 33 and Book 71 page 79
5. Recording Data for Declaration: Declaration is filed at the county under Volume 5005, Page 568 and Volume 5916 page 359
Amended Declaration filed under Volume 5148, Page 622
Amended Declaration filed under Volume 3303, page 2270
6. Bylaws: Revision 5 of the Bylaws dated 8/13/2008 are attached to and filed with this Certificate.

Articles of Incorporation: The Articles of Incorporation filed with the state of Texas on 5/25/1979 is attached to this Certificate.

Guidelines: A Guide for Homeowners and Residents Revised March, 2010 is attached to and filed with this Certificate.
7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management, LP
8303 Mopac Expressway
Suite B120
Austin, TX 78759
512-834-3900 Fax: 512-834-3901
contact@spectrumam.com

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 2 day of September, 2014

Summerwood II Homeowners' Association, of Austin Inc.

By: Kathleen S. Able
Kathleen S. Able (of Spectrum Association Management) Managing Agent

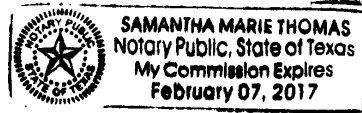
State of Texas §

County of Travis §

This Instrument was acknowledged and signed before me on 2, September, 2014 by Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for Summerwood II Homeowners, Association of Austin, Inc. on behalf of said Association.

After Recording Return To:
Spectrum Association Management, LP
Attn: K. Able
17319 San Pedro, #318
San Antonio, TX 78232

Samantha Thomas
Samantha Thomas
Notary Public, State of Texas



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

Revision 5, August 13, 2008

ARTICLE I
Name and Location

Section 1.1 The name of the corporation is SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC., hereafter referred to as the "Association". Meetings of Members or Directors may be held within Travis County, as designated by the Board of Directors.

ARTICLE II
Definitions

- Section 2.1. "Association" (See Article I).
- Section 2.2. "Properties" shall mean real property described in the Declaration of Covenants.
- Section 2.3. "Common Area" shall mean all real property owned by the Association for the common use of the Owners.
- Section 2.4. "Lot" shall mean any plot of land where a house in the subdivision is built.
- Section 2.5. "Owner" shall mean 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.
- Section 2.6. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in Volume 5916, Page 359, of the Deed Records of Travis County, Texas, the provisions of which are hereby incorporated herein and expressly made a part hereof.
- Section 2.7. "Member" shall mean those persons entitled to membership as provided in the Declaration.

ARTICLE III
Meetings of Members

- Section 3.1. Annual Meeting. Commencing in calendar year 2009, the Annual Meeting of the Association Members shall be held in March each year.
- Section 3.2. Special Meetings. Special meetings of the Members may be called at any time by the President, Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes.
- Section 3.3. Notice of Meetings. Written notice of each meeting of Members shall be given each Member 15 days in advance of the meeting date.
- Section 3.4. Quorum. Voting Members and proxies must constitute six-tenths (6/10) of the membership to provide a quorum.

Section 3.5. Proxies. At all meetings, Members may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.

Section 3.6. Action taken without a meeting. The Members shall have the right to take action in the absence of a meeting by obtaining written approval of a majority of the Members.

ARTICLE IV

Board of Directors — Selection, Term of Office

Section 4.1. Number. The Association shall be directed by a Board of nine (9) Directors who are Members of the Association.

Section 4.2. Term of Office. Each Director shall serve for three (3) years, with staggered terms, so that three (3) new Directors are appointed each year, as elected at the annual meeting.

Section 4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining Board Members and shall serve the remaining term of his/her predecessor.

Section 4.4. Compensation. No Director shall receive compensation for services rendered. However, reimbursement for actual out of pocket expenses in the performance of duties is permissible.

Section 4.5. Action taken without a meeting. Directors shall have the right to take action in the absence of a Board meeting by obtaining written approval by the majority of Directors.

ARTICLE V

Nomination and Election of Directors

Section 5.1. Nomination. Nomination for election to the Board of Directors shall be by a nominating committee, or from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman (Member of the Board) and two or more Members of the Association, appointed by the Board prior to each annual meeting, to serve from the time of election until another committee is elected prior to the next annual meeting. At least three (3) nominations for Directors shall be provided.

Section 5.2. Election. Election to the Board of Directors shall be by secret ballot, with one vote for each Member home, in person or by proxy.

ARTICLE VI

Meetings of Directors

Section 6.1. Regular meetings. Meetings of the Board shall be held monthly at such place and hour most convenient to the Directors.

Section 6.2. Special meetings. Special meetings of the Board may be called by the President or any two Directors.

Section 6.3. Quorum. A majority of the number of Directors shall constitute a quorum.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 7.1. Powers. The Board of Directors shall have the power to:

- 7.1.1. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- 7.1.2. 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;
- 7.1.3. 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;
- 7.1.4. 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) regular meetings of the Board of Directors;
- 7.1.5. engage a professional property manager or management company for the purpose of providing the routine day-to-day administration of the Association's affairs. Such employment shall be by written contract setting forth the specific duties and responsibilities of the property manager and shall require that the manager carry liability and fiduciary bonding on all employees and agents in such amounts as the Board of Directors shall determine. Such contract of engagement shall provide a right of termination by either party without cause upon not more than 60 days advance notice and a right of the Association to terminate the employment without advance notice for cause, to be defined in the agreement. The Board of Directors shall have the authority to delegate to the property manager all non-fiduciary powers and duties not expressly required to be performed by the Board of Directors or by its officers under these By-Laws or by law.

Section 7.2. Duties. It shall be the duty of the Board of Directors to:

- 7.2.1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Members who are entitled to vote;
- 7.2.2. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- 7.2.3. as more fully provided in the Declaration, to:
 - 7.2.3.1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 7.2.3.2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - 7.2.3.3. foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

- 7.2.3.4. issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 7.2.3.5. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- 7.2.3.6. cause all officers or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate;
- 7.2.3.7. cause the Common Area to be maintained.

ARTICLE VIII Officers and their Duties

Section 8.1. 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 of Directors may from time to time by resolution create.

Section 8.2. 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 8.3. Term. The officers of this Association shall be elected annually by the Board, and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers 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 8.5. 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 8.6. 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 8.7. 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 special offices created pursuant to Section 8.4 of this Article.

Section 8.8. Duties. The duties of the officers are as follows:

8.8.1. 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.

8.8.2. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him/her of the Board.

8.8.3. 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 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.

- 8.8.4. 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's books at the completion of each fiscal year by an Audit Committee appointed by the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and shall deliver a copy of each to the Members.

ARTICLE IX

Committees

Section 9.1. The Association shall appoint an Environmental Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws.

Section 9.2. The Audit Committee shall consist of a Chairman (Member of the Board) and two or more Members of the Association, appointed by the Board prior to the completion of each fiscal year, to serve from the time of appointment until another committee is appointed.

Section 9.3. The Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

Section 10.1. The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available to any Member and copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

Section 11.1. As more fully provided in the Declaration, each Member is obligated to pay 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. In addition to any interest, each homeowner shall pay a late charge if payment is not received by the 15th of the month in which any assessment is due, the amount of which is to be established by the Board of Directors and to be in relation to the administrative costs of handling the account prior to turning the matter over to an attorney. If the assessment together with the late charge is not paid within thirty (30) days after the due date, this amount shall bear interest from the date of delinquency at the rate specified by the Declarations, 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 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 Area or abandonment of his/her Lot.

Section 11.2. In addition to all other remedies, the Association may discontinue provision of any services to any Lot or property of the Owner during the period of time that the Owner is in default of paying any assessment, interest, cost, late charge, or attorney's fees.

ARTICLE XII
Corporate Seal

Section 12.1. The Association shall have a seal in circular form having within its circumference the words: SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

ARTICLE XIII
Amendments

Section 13.1. 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 13.2. 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 14.1. Commencing January 1, 2009, the fiscal year of the Association shall be the calendar year.

Section 14.2. These By-Laws have been issued and revised as follows:

- Original Issue: April 21, 1975
- 1st Revision: July 24, 1984
- 2nd Revision: July 22, 1986
- 3rd Revision: August 16, 1988
- 4th Revision: August 22, 1989
- 5th Revision: August 13, 2008

ARTICLES OF INCORPORATION
OF
SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC.

FILED
In the Office of the
Secretary of State of Texas

MAY 25 1979

We the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, *Patrick R. Rice* attorneys of a Corporation under the Texas Non-Profit Corporation Act, *Attorney Corporation Division* following Articles of Incorporation for such Corporation.

ARTICLE I

Name

The name of the Corporation is SUMMERWOOD II HOMEOWNERS' ASSOCIATION OF AUSTIN, INC., which shall hereafter be referred to as the "Association".

ARTICLE II

Not-For-Profit

The Association is a Non-Profit Corporation.

ARTICLE III

Duration

The period of its duration is perpetual.

ARTICLE IV

Purpose

The Association is organized exclusively for the purpose of promoting, organizing and operating a club exclusively for the pleasure, recreation and other non-profitable purposes of its members.

ARTICLE V

Classes of Members, Qualifications of
Membership and Voting Rights

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is now or which may hereafter be subject to the Declaration of Covenants, Conditions and Restrictions of Record in Volume 5916, Page 359, of the Deed Records of Travis County, Texas,

hereinafter called the "Declaration," shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is now subject to or which may hereafter be subject to the Declaration.

Section 2. Property Now Subject to the Declaration. The property, upon which such Lots are located, presently subject to the Declaration is more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

Section 3. Property Which May Hereafter Become Subject to the Declaration. The property, all or part of which may hereafter become subject to the Declaration and upon which additional such Lots may be situated, is more particularly in Exhibit "B", attached hereto and made a part hereof for all purposes.

Section 4. Classes of Members and Voting Rights. The Association shall have two classes of voting membership, viz.:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, except that Class B membership may be revived upon annexation of additional property in the manner permitted by the Declaration if such

be the logical result of such annexation; or

(b) on December 31, 1981.

ARTICLE VI

Miscellaneous Provisions

Section 1. Encumbrance of Property. No part of the real or personal property of the Association may be encumbered as security for any debt unless the consent thereto of two-thirds (2/3) of the members of each class entitled to vote is given.

Section 2. Merger. The Association may merge with any other association which has objectives and purposes similar to the Association upon a vote of two-thirds (2/3) of the members of each class entitled to vote.

Section 3. Other Powers of Association. In addition to the powers, rights and privileges which a non-profit corporation organized and created under and by virtue of the laws of the State of Texas may exercise, the Association may exercise all of the powers, rights and privileges and may perform all of the duties and obligations set forth in the Declaration.

Section 4. Property Rights. No member of any class shall have any rights in the property of the Association; and no member of any class shall be personally liable for the debts, liabilities or obligations of the Association.

ARTICLE VII

Additional Provisions Regulating Internal Affairs

The following additional provisions are inserted for regulation of the internal affairs of the Association:

Section 1. Net Earnings Not to Benefit Private Persons. No part of the net earnings of the Association shall inure to the benefit of or be distributable to its directors, officers, members, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

Section 2. No Regular Trade or Business. No part of the activities of the Association shall be the carrying on of any regular trade or business of a kind ordinarily engaged in for profit.

Section 3. Other Prohibited Activities. Notwithstanding any other provision of these Articles to the contrary, the Association shall not engage in any activities not permitted to be carried on by a Corporation exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any future United States Internal Revenue Law.

Section 4. Dissolution. Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the Corporation exclusively for the purposes of the Association in such manner, or to such organization or organizations organized and operated exclusively for the pleasure, recreation or other non-profitable purposes of its members as shall at the time qualify as an exempt organization or organizations under Section 501(c)(7) of the Internal Revenue Code of 1954, as amended, or the corresponding provision of any future United States Internal Revenue Law, as the Board of Trustees shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of the county in which the registered office of the Corporation is then located, exclusively for such purposes.

ARTICLE VIII

Registered Office, and Agent

The street address of the Association's initial registered office is 7944 Great Northern Blvd. in Austin, Travis County, Texas; and the name of its initial registered agent at such address is EDWIN W. PREWITT., JR.

ARTICLE IX

Board of Directors

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed from time to time by amendment of the By-Laws of the Association, which number shall never be less than three. The names and addresses of the persons who are to act in the capacity of directors until the selection and qualification of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Wilburn E. Jones	7944 Great Northern Blvd., Austin, Texas
Edwin W. Prewitt, Jr.	7944 Great Northern Blvd., Austin, Texas
Robert W. King, Jr.	7944 Great Northern Blvd., Austin, Texas

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the members entitled to vote.

ARTICLE XI

Incorporators

The names and addresses of the Incorporators, all of whom are citizens of the State of Texas, are:

<u>NAME</u>	<u>ADDRESS</u>
Edwin W. Prewitt, Jr.	7944 Great Northern Blvd., Austin, Texas
John T. Jones, Jr.	1200 Guadalupe, Austin, Texas 78701
Dorothy V. Hudgens	1200 Guadalupe, Austin, Texas 78701

ARTICLE XII

FHA/VA Approval

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if such action is to be binding upon either of them: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this the 24th day of March, 1979.


EDWIN W. PREWITT, JR.


JOHN T. JONES, JR.


DOROTHY V. HUDGENS

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ROBERT W. KING, JR., a Notary Public, do hereby certify that on this, the 24th day of May, 1979, personally appeared EDWIN W. PREWITT, JR., who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as Incorporator, and that the statements therein contained are true.

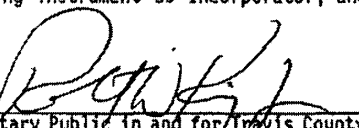

Notary Public in and for Travis County,
Texas



My Commission Expires _____.

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ROBERT W. KING, JR., a Notary Public, do hereby certify that on this, the 24th day of May, 1979, personally appeared JOHN T. JONES, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as Incorporator, and that the statements therein contained are true.

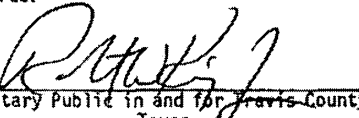

Notary Public in and for Travis County,
Texas



My Commission Expires _____.

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, ROBERT W. KING, JR., a Notary Public, do hereby certify that on this, the 24th day of May, 1979, personally appeared DOROTHY V. HUDGENS, who being by me first duly sworn, declared that he is one of the persons who signed the foregoing instrument as Incorporator, and that the statements therein contained are true.


Notary Public in and for Travis County,
Texas



My Commission Expires _____.

EXHIBIT "A"

FIELD NOTES

Field Notes for 4.41 acres of land out of the James P. Wallace Survey No. 18 in Travis County, Texas, said 4.41 acres of land being a portion of those two certain tracts of land conveyed to W. L. Mayfield as described in Volume 3303, Page 2270 and Volume 3632, Page 1683 of the Travis County Deed Records, said 4.41 acres of land being more particularly described by mates and bounds as follows:

Beginning at the concrete monument at a point of curvature in the north right-of-way line of Steck Avenue, same concrete monument being the most southern corner of Summer Wood Section Five Amended as recorded in Book 75, Page 152 of the Travis County Plat Records;

Thence N 79°00' E, 176.51 feet to an iron pin;

Thence N 23°31' E, 316.65 feet to a point;

Thence S 66°29' E, 20.00 feet to a point;

Thence S 23°31' W, 20.00 feet to a point;

Thence S 66°29' E, 120.00 feet to a point;

Thence N 23°31' E, 20.00 feet to a point;

Thence S 66°29' E, 11.54 feet to a point of curvature;

Thence along a curve to the right having an internal angle of 23°42', a radius length of 234.00 feet, an arc length of 96.79 feet, and a chord that bears S 54°38' E, 96.10 feet to a point of tangency;

Thence S 42°47' E, 65.97 feet to a point of curvature;

Thence along a curve to the right having an internal angle of 26°51'16", a radius length of 166.13 feet, an arc length of 77.86 feet, and a chord that bears S 29°21' E, 77.15 feet to a point in a curve;

Thence along a curve to the left having an internal angle of 12°39'59", a radius length of 242.28 feet, an arc length of 53.56 feet, and a chord that bears S 67°09' W, 53.45 feet to a point of compound curvature;

Thence along a curve to the left having an internal angle of 23°30', a radius length of 393.00 feet, an arc length of 161.19 feet, and a chord that bears S 49°04' W, 160.06 feet to a point of tangency;

Thence S 37°19' W, 186.80 feet to a point of curvature;

Thence along a curve to the right having an internal angle of 10°43'44", a radius length of 604.00 feet, an arc length of 113.10 feet, and a chord that bears S 42°41' W, 112.94 feet to a point;

Thence S 41°57' E, 50.00 feet to a point;

Thence along a curve to the right having an internal angle of 8°26'16", a radius length of 654.00 feet, an arc length of 96.31 feet, and a chord that bears S 52°16' W, 96.23 feet to a point of tangency;

Thence S 56°29' W, 56.32 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 95°54'31", a radius length of 15.00 feet, an arc length of 25.11 feet, and a chord that bears S 08°32' W, 22.28 feet to a point;

Thence along a curve to the right having an internal angle of 9°03'51", a radius length of 547.36 feet, an arc length of 86.59 feet, and a chord that bears N 34°54' W, 86.50 feet to a point of compound curvature;

Thence along a curve to the right having an internal angle of 19°22', a radius length of 529.12 feet, an arc length of 178.85 feet, and a chord that bears N 20°41' W, 178.00 feet to a point of tangency;

Thence N 11°00' W, 179.96 feet to the original point of beginning, in all containing 4.41 acres of land, more or less.

EXHIBIT "B"

FIELD NOTES

Field Notes for two tracts of land out of the James P. Wallace Survey No. 18 in Travis County, Texas, said two tracts of land being portions of those two certain tracts of land conveyed to W. L. Mayfield in Volume 3303, Page 2270 and Volume 3632, Page 1683 of the Travis County Deed Records, the portions of those two certain tracts of land being more particularly described by metes and bounds as follows:

TRACT ONE

Beginning at a concrete monument at a point of curvature in the north right-of-way line of Stack Avenue, same monument being the most southern corner of Summer Wood Section Five Amended, a subdivision of record in Book 75, Page 152 of the Plat Records of Travis County;

Thence along the common eastern boundary line of Summer Wood Section Five with the following two (2) courses:

- 1) N 79°00' E, 176.51 feet to an iron pin, and
- 2) N 23°31' E, 497.65 feet to an iron pin at the northwest corner of the herein described tract of land;

Thence S 67° 01' E, 646.34 feet along the southern boundary of a 9.97 acre tract of land conveyed to First City National Bank of Houston as described in Volume 5067, Page 1557 of the Travis County Deed Records to a point for the northeast corner of the herein described tract of land;

Thence S 35°29' W, 69.19 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 34°29', a radius length of 335.00 feet, an arc length of 201.61 feet, and a chord that bears S 18°14'33" W, 198.58 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 75°11'05", a radius length of 15.00 feet, an arc length of 19.68 feet, and a chord that bears N 36°35'28" W, 18.30 feet to a point of tangency;

Thence N 74°11' W, 137.99 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 45°00', a radius length of 192.28 feet, an arc length of 151.02 feet and a chord that bears S 83°19' W, 147.16 feet to a point of compound curvature;

Thence along a curve to the left having an internal angle of 23°30', a radius length of 343.00 feet, an arc length of 140.68 feet, and a chord that bears S 49°04' W, 139.70 feet to a point of tangency;

Thence S 37°19' W, 186.80 feet to a point of curvature;

Thence along a curve to the right having an internal angle of 19°10', a radius length of 654.00 feet, an arc length of 218.78 feet, and a chord that bears S 46°54' W, 217.76 feet to a point of tangency;

Thence S 56°29' W, 56.32 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 95°54'31", a radius length of 15.00 feet, an arc length of 25.11 feet, and a chord that bears S 8°31'45" W, 22.28 feet to a point in the curving north right-of-way line of Steck Avenue;

Thence along a curve to the right having an internal angle of 9°03'51", a radius length of 547.36 feet, an arc length of 86.59 feet, and a chord that bears N 34°54' W, 86.50 feet to a point of compound curvature;

Thence along a curve to the right having an internal angle of 19°22', a radius length of 529.12 feet, an arc length of 178.85 feet, and a chord that bears N 20°41' W, 178.00 feet to a point of tangency;

Thence N 11°00' W, 179.96 feet to the original point of beginning, in all containing 8.427 acres of land, more or less.

TRACT TWO

Beginning at an iron pin at a point of curvature in the north right-of-way line of Steck Avenue from which point a second iron pin at a point of curvature in the north line of Steck Avenue bears S 60°58' E, 513.07 feet;

Thence along a curve to the right having an internal angle of 21°32'09", a radius length of 547.36 feet, an arc length of 205.74 feet, and a chord that bears N 50°11'35" W, 204.53 feet to a point of compound curvature;

Thence along a curve to the right having an internal angle of 95°54'31", a radius length of 15.00 feet, an arc length of 25.11 feet, and a chord that bears N 08°31'45" E, 22.28 feet to a point of tangency;

Thence N 56°29' E, 56.32 feet to a point of curvature;

Thence along a curve to the left having an internal angle of 19°10', a radius length of 654.00 feet, an arc length of 218.78 feet, and a chord that bears N 46°54' E, 217.76 feet to a point of tangency;

Thence N 37°19' E, 186.80 feet to a point of tangency;

Thence along a curve to the right having an internal angle of 23°30', a radius length of 343.00 feet, an arc length of 140.68 feet, and a chord that bears N 49°04' E, 139.70 feet to a point of compound curvature;

Thence along a curve to the right having an internal angle of $45^{\circ}00'$, a radius length of 192.28 feet, an arc length of 151.02 feet, and a chord that bears $N 83^{\circ}19' E$, 147.16 feet to a point of tangency;

Thence $S 74^{\circ}11' E$, 137.99 feet to a point of curvature;

Thence along a curve to the right having an internal angle of $75^{\circ}11'05''$, a radius length of 15.00 feet, an arc length of 19.68 feet, and a chord that bears $S 36^{\circ}35'28'' E$, 18.30 feet to a point of reverse curvature;

Thence along a curve to the left having an internal angle of $12^{\circ}33'05''$, a radius length of 335.00 feet, an arc length of 73.39 feet, and a chord that bears $S 05^{\circ}16'28'' E$, 73.24 feet to a point of tangency;

Thence $S 11^{\circ}33' E$, 13.85 feet to a point of curvature;

Thence along a curve to the right having an internal angle of $41^{\circ}35'$, a radius length of 333.71 feet, an arc length of 242.20 feet, and a chord that bears $S 09^{\circ}14'30'' W$, 236.91 feet to a point of tangency;

Thence $S 30^{\circ}02' W$, 433.76 feet to a point of curvature;

Thence along a curve to the right having an internal angle of $89^{\circ}00'$, a radius length of 15.00 feet, an arc length of 23.30 feet, and a chord that bears $S 74^{\circ}32' W$, 21.03 feet to a point of tangency;

Thence $N 60^{\circ}58' W$, 337.25 feet to the original point of beginning, in all containing 7.489 acres of land, more or less.

**Summerwood II
Homeowners' Association
of Austin, Inc.**

**A GUIDE FOR
HOMEOWNERS
AND RESIDENTS**

(Revised March, 2010)

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SUMMERWOOD II HOMEOWNERS' ASSOCIATION HOMEOWNERS' GUIDE

1. INTRODUCTION

Welcome to Summerwood II. The purpose of this guide is to introduce you to our townhome community and to highlight the responsibilities of the Summerwood II Homeowners' Association (HOA) and its Members. This guide is not intended, nor should it be construed, to replace or encompass all of the rights, responsibilities, rules and restrictions spelled out in our HOA Covenants and By-Laws or any HOA policy decisions derived therefrom. Each homeowner is encouraged to obtain the advice of legal counsel concerning any questions relating to the HOA's governing documents or the scope of the board's discretionary powers. The Covenants, By-Laws, and HOA Articles of Incorporation, plus a current HOA directory, should be in your possession. If not, ask a neighbor for the name and phone number of an HOA Board member and contact this person to receive assistance in getting copies.

2. PURPOSE OF SUMMERWOOD II HOA

Summerwood II Homeowner's Association of Austin, Inc., a Texas non-profit corporation, is organized for the purpose of promoting and operating a club exclusively for the pleasure, recreation and other non-profitable purposes of its Members. HOA-owned property and facilities (defined as "Common Area") exist exclusively for the mutual/common use and benefit of HOA Members. Maintenance and services of HOA properties require equal funding by Members.

3. BRIEF HISTORY AND DESCRIPTION OF SUMMERWOOD II HOA

Summerwood II construction began in 1977 and continued through 1979. The HOA assumed management of the association from the developer, J-L-P Development Corporation, in August, 1979. The HOA consists of 48 homes, constructed in nine separate buildings, composed of four distinct model types known as "Larkspur," "Redbud," "Barberry," and "Sunflower." There are three buildings with four homes and six buildings with six homes. The first building on Summer Side Drive near the intersection with Steck Avenue has one of each of the four model types (the HOA model building). Twenty homes are located on Summer Side Drive, twelve homes are located on Branigan Lane, ten homes are located on Steck Avenue, and six homes are located on Bent Tree Drive. The HOA map at the end of this guide should help put the layout by building/home model in perspective. Branigan Lane is the only private street in our HOA and the reserves required for its maintenance are levied as Annual Common Area assessments.

Summerwood II is a planned unit development ("PUD"). PUDs are developments in which 1) individual Members own a parcel of land improved with a dwelling that is not owned in common with other Members nor maintained with HOA revenues or other Members' trust funds; 2) the development is usually administered by a homeowners association that owns and is obligated to maintain common property or "Common Areas" within the development for the mutual/common use and benefit of its Members and paid for from Member funding; and 3) Members have an automatic, non-severable interest in the homeowners association and pay mandatory assessments for maintenance and services. While there has been some confusion in past years, **Summerwood II is not a condominium development** wherein members communally "share" title in any land, building structures or building infrastructures within the

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community. Each home is located on an individually deeded Lot, and each homeowner owns his or her home, a back yard that extends slightly beyond the back fence, and a front yard that extends beyond the garage and front fenced entrance courtyard. Depending upon a home's location in its respective building, each home has either one or two adjoining party walls with adjacent neighbors (as well as other adjoining structural features such as divider fences). Generally, homeowners are equally responsible (50/50) for the maintenance of any adjoining party wall or structure built along the dividing property line. This responsibility exists whether the party wall or other adjoining structure is located exactly on the property line separating adjoining Lots or merely in close proximity. If required Lot maintenance to a party wall or any other portion of a Member's Lot is caused by the negligence of another Member, his or her family, guest, or tenant, that Member is solely responsible for the entire cost (100%) of the maintenance expense required to repair such damage.

The major HOA-owned Common Area is located as follows: 1) behind the homes on Steck Avenue and "lower" Summer Side Drive where the pool and pool house are located (the "Southern Greenbelt"); and 2) behind the homes on Branigan Lane, "upper" Summer Side Drive, and Bent Tree Drive (the "Northern Greenbelt"). The Common Area also extends between the nine buildings and in front of the homes on Steck Avenue. We are very proud of the Common Area both from the standpoint of size and beauty--most native trees were left in place during construction.

As previously noted, no homeowner owns, in his or her name, title to any part of the Common Area. The Common Area is owned solely by a non-profit corporation known as Summerwood II Homeowners' Association Of Austin, Inc. However, each homeowner who is in good standing has a right and easement of enjoyment in and to HOA Common Area, which right is appurtenant to and passes with the title to every Lot in the HOA.

In July, 1979, before homeowners officially assumed sole management of the HOA, a decision was made to simplify assessment and collection of real property taxes assessed against the Common Area by petitioning the Travis County tax authority to add a 1/48th share of Common Area taxes to the real property taxes assessed against each individual Lot. Accordingly, each homeowner now pays for one share (1/48th) of HOA Common Area property taxes when he or she pays the property taxes on his or her individual home and Lot. (This property tax assessment process for planned unit developments is authorized pursuant to Texas Property Tax Code §25.09(b), (c) & (d).)

Since the original construction of homes in our subdivision, the HOA has overseen the replacement of all roofs, once due to age and to convert from the original wood shingles, and twice due to major hail storms, the latter two covered by our HOA Master Insurance Policy (less applicable deductibles levied as "special" Lot assessments). The home exteriors have been repainted three times and deteriorating external siding and wood trim have been replaced as needed. The latest pool refurbishment included replacement of the fiberglass surface, as well as several governmental pool code updates.

The objective of the HOA is to maintain a high quality of life that all Members can enjoy and be proud of and to preserve or enhance HOA and individual property values for the mutual benefit of all homeowners. To achieve its objective, the HOA is governed by a volunteer HOA Board of Directors with assistance from volunteer committees appointed by the Board. At the present time, there is no property management fee or outside property manager.

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4. OUR NEIGHBORING COMMUNITIES

Using Mo-Pac as a north/south reference, bordering our HOA on the west is Summerwood I. The homes in Summerwood I look like ours and were built by the same developer (Jones-Lake-Pruitt). However, Summerwood I is a separate townhome community of about 160 homes maintained and managed by a different homeowners' association. We are not permitted to use their recreation facilities, nor they ours. On the east side (across from the homes on Summer Side Drive) are the Arbors condominiums. On the south side (across from the homes on Steck Avenue) is the Villa Serena townhome community. On the north is Hampton Park, another original "J-L-P" townhome development that contains land that at one time was considered for annexation to our HOA, but was later developed as a separate townhome community.

To protect our living environment and to stay abreast of proposed area changes, we maintain ongoing contact with the Balcones Civic Association (BCA), an active neighborhood association in this section of the city dedicated to the preservation of our quality of living. Some of our homeowners are members of the BCA. BCA membership is open to all residents in our area.

5. BOARD MEMBERS AND COMMITTEES

The HOA is managed by a Board of Directors consisting of nine volunteer homeowners. Three Board members are elected each year for three-year terms. The election takes place at our annual homeowners' meeting in March. Each homeowner (one vote per home) votes at the annual meeting in person or by proxy for candidates presented by the nominating committee, candidates nominated from the floor, or write-in candidates. After the annual meeting, Board members select officers for one-year terms.

As the governing body of its Members, the Board is tasked with enforcing the restrictions, conditions, and mutual covenants that apply to the HOA and to all individual Members. Board meetings are normally held once a month at locations designated in advance, and are open to all HOA Members. Meeting topics usually center around current priority items and their financial implications, if any. The meetings often include presentations by the chairpersons of various HOA committees.

Board members, officers, and committees are listed in the Homeowner Directory posted on the Summerwood II website at summerwood2hoa.com. Please contact a Board member for password information since many "private" documents (including minutes and HOA financial reports) are password protected for confidentiality purposes.

6. REMUNERATION TO MEMBERS

According to our governing documents and the Texas Non-Profit Corporation Act, directors of Summerwood II HOA may not receive compensation for their services as directors. However, the HOA may pay reasonable compensation to any Member for non-director services or for out-of-pocket expenses, so long as such services or expenses are authorized and made solely in furtherance of the common purposes of the HOA.

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7. MANDATORY ASSESSMENTS

7.1 Introduction

Under our governing documents and the Texas Non-Profit Corporation Act, no Member may receive an individual economic benefit from the HOA greater than the amount (assessments) they individually pay into the HOA, and no part of any HOA net earnings may benefit, or be distributable to, HOA directors, officers, members, or other private persons (except for such non-director services described in the Articles of Incorporation, Article VII, Section 1). Specific details regarding assessment processes, late payment fees, and non-payment penalties (including lien and foreclosure remedies) are more thoroughly covered in the HOA Covenants and By-Laws.

7.2 Article IV Assessments for Common (Area) Maintenance and Services by the HOA

Pursuant to Article IV of the Covenants, all homeowners must be levied uniform (equal) assessments to fund common Member services and maintenance of HOA-owned properties and improvements. Equal (uniform) Common Area assessments are classified as HOA revenue to be used by the HOA to exclusively fund common services and maintenance. Members must pay these assessments whether or not they use or take advantage of common services or the Common Areas. No Member may profit or receive unequal benefit from these assessments. Article IV Common Area assessments may be classified as either “annual” or “special” Common Area assessments and may not be commingled with Article V Lot (homeowner trust) assessments.

a. “Annual” Common Area Assessments

Annual Common Area assessments, often referred to as the “HOA Dues,” are assessments uniformly levied on all Members on an annual basis (typically prorated monthly) to collect funding for short-term and long-term maintenance of HOA-owned properties, and to provide for other common HOA services. The special provision requiring an annualized “reserve” for long-term Common Area maintenance assures that each Member will contribute an amount of the maintenance costs for existing HOA assets proportionate to the use and/or benefit received during the term of his or her membership or home ownership. While the HOA may increase the rate of Annual Common Area assessments, increases are limited to an amount not greater than the cumulative Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (Oct-Oct). Increases in the Annual Common Area assessment greater than the CPI inflationary cap require Membership approval.

The current HOA Annual Dues assessment is \$1,800 per Member, payable in twelve monthly installments of \$150, due on the first day of each month. To minimize the time and work imposed upon our volunteer Treasurer, you are strongly encouraged to sign up for direct monthly bank payment of your HOA Annual Dues by contacting the HOA Treasurer or by setting up an electronic bill pay with your bank. If you do not elect electronic payment, please send your payment to the HOA Treasurer or place your payment in a special lock box located on the back of the Treasurer’s mailbox post. Since Annual Common Area assessments are perpetual, notice is sent only in the event of a change in the amount or due date(s). Put a reminder note on your calendar. A late payment penalty of \$15 applies if any monthly payment is received after the 15th day of the month.

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b. Supplemental “Annual” Assessments Relating to (Common) Insurance

In addition to the regular HOA Annual Dues for Common Area maintenance described in Section 7.2a., the HOA levies a supplemental annual assessment each year to fund “blended” insurance premium costs that also cover private Lots. The amount of such assessment is fixed by the Board upon receiving notice from its insurance agent as to the total premium amount due. The rate of assessment for the master casualty and all-risk insurance policy is calculated according to the square footage of each individual home, while costs relating to the HOA “blanket” liability insurance policy and HOA D&O errors and omissions policy (common benefit expenses) are uniformly assessed all Members. Annual assessments attributable to insurance premiums are not subject to the maximum cap noted in Section 7.2a. All HOA insurance policies currently run from May 19th to May 19th, with assessment notices sent to Members upon receipt of the premium notice in April. Assessments are typically due in semi-annual installments payable in May and October and are generally made payable to the insurance company and collected directly by the HOA insurance agent.

c. “Special” Common Area Assessments

In addition to the annual assessments discussed in Sections 7.2a and b., homeowners may be levied Special Common Area assessments for the following purposes: (i) to cover an HOA operating deficit incurred in any previous year, or (ii) to fund construction of a new HOA facility or capital improvement or to fund major reconstruction or expansion of an existing HOA facility (as opposed to merely maintaining an existing facility in conformity to its original condition). “Special” Common Area assessments require prior membership approval before being levied. *(Due to sufficient budgeting and no major construction or reconstruction requiring special assessment, the HOA has never levied a Special Common Area assessment in its existence.)*

7.3 Article V Assessments for Exterior Lot Maintenance and Services by the HOA

Pursuant to Article V of the Covenants, Members may be levied uniform or non-uniform assessments to fund reasonable exterior Lot maintenance in order to maintain any Lot to a standard/condition that resembles its original appearance. Funds collected from any Member as a Lot assessment are trust funds held by the HOA as trustee on behalf of such individual Member until such funds are expended by the HOA solely to maintain that Member’s private Lot. Article V assessments may be classified as “annual” or “special” Lot assessments and may not be commingled with Article IV (Common Area) assessments.

a. “Annual” Lot Assessments

Individual homeowners are subject to “Annual” Lot assessments to fund exterior Lot maintenance or services on individually owned property in any year such maintenance is deemed reasonably necessary. Lot maintenance assessments are limited solely to maintain certain “visible” exterior Lot surfaces (as opposed to home interior, building infrastructure, electrical, mechanical, or plumbing maintenance). Annual Lot assessments may be levied on an annual basis for regularly recurring expenses such as Lot landscaping maintenance, or may be levied in any year maintenance such as roof replacement, siding replacement, fence replacement, repainting, masonry repairs, gutter and downspout repairs, or special landscape projects are required to be performed upon any (or all) Lot(s).

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Assessments pertaining to Lot maintenance are not perpetual and must be sufficiently noticed in any year as to the amount and due date(s) of payment (if due in installments). Lot assessments are based solely upon decisions by the HOA Board of Directors to carry out their duty to oversee limited maintenance of exterior portions of Lots to preserve the value and desirability of all properties within the HOA for the mutual interest and benefit of all HOA Members. While the levying of any individual Lot assessment, or the amount of such assessment, is not subject to a vote of homeowners, Lot assessments must reasonably reflect the cost of any reasonably specified maintenance performed upon an individual Member's Lot. In other words, Lot assessments are individual in nature and are not necessarily levied against all Members at the same time within any year, or even against all Members in any year, and are solely dependent upon individual exterior Lot maintenance requirements.

While Members are not prevented from performing maintenance on their Lots (avoiding the need for maintenance by the HOA or resulting maintenance assessments), any exterior maintenance performed by a Member must be performed within HOA standards and uniformity requirements and is subject to HOA pre-approval and final inspection. The special power granted to the HOA to levy and collect assessments for exterior Lot maintenance may be revoked by a 2/3rds vote of at least 70% of all Members.

b. "Special" Lot Assessments

In addition to the annual Lot assessments in Section 7.3a., Members may be levied Special Lot assessments for the following purposes: (i) to cover an insurance deductible or other shortfall of insurance funds to maintain their private Lot occasioned by an unforeseen insurable event, or (ii) to cover maintenance repairs upon another Member's Lot caused by the negligent or willful conduct of any Member, his family, guests or tenants. *The "Special" Lot assessment for negligent or willful damage to another Member's Lot is the only authority in the Covenants for the HOA to assess one Member for maintenance to be performed upon another Member's Lot.*

8. LOT BUILDING MAINTENANCE

8.1 Introduction

Although the HOA has a duty to maintain certain exterior portions of private Lots, Members are solely responsible for costs of any maintenance performed on their individual Lot.

8.2 Exterior Maintenance

The HOA has the authority and duty to oversee maintenance of exterior portions of individual Lots that are visible from the street, the Common Area (including Branigan Lane), or from any other home in the HOA. Because the HOA is tasked with the duty to maintain visibly exterior portions of Lots, the HOA is granted the power to levy individual Lot maintenance assessments to assure that certain exterior portions of privately owned residential properties within the HOA are maintained to their original standard (in conformity to their condition when new) to preserve the quality of life and property values for all HOA Members.

The HOA's duty to perform maintenance of Lot exteriors specifically excludes garage door opening equipment; air conditioning equipment; windows and other glass surfaces; door, window and gate fixtures or hardware, including locks, window screens, and doorbells; outside faucets; utility meters, circuit breakers or switch panels; water, electric, cable, phone and trash

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services; and water and sewerage service lines to individual homes. Each Member is responsible for maintaining these specific items.

You may have noticed the uniformity of our outside lighting. To help promote safety and security throughout the HOA, every home has a front light next to the garage door and a side "front" entry light. These lights are controlled by light-sensitive detectors strategically placed to turn them on and off to supplement natural light conditions. Additionally, several homes located at the "end" of buildings have a light on the side controlled by a motion detector to illuminate the area between buildings when individuals pass through. There is also lighting to help illuminate most of the HOA sidewalk in the Southern Greenbelt. The Board solicits a volunteer homeowner to help oversee night security lighting throughout the HOA. If a light bulb goes out on one of these lights, please contact the volunteer to obtain a replacement bulb or to arrange replacement.

8.3 Interior Maintenance

Homeowners are solely responsible for all interior home maintenance, including, but not limited to, all plumbing and electrical items and fire/smoke/theft alarms.

8.4 Lot Building Improvements

To promote a high quality of life and to protect property values, all Lot improvements that require the alteration of any external feature of a home are subject to prior approval. A brief letter to the Board and drawings describing the proposed improvement must be submitted for action forty-five (45) days prior to the desired start date of any improvement. Such items (not an all-inclusive list) generally include any exterior Lot surface visible from the Common Area (including Branigan Lane), another Lot, or public street; and specifically include such items as skylights, solar panels, awnings, patio covers, fence lattice, room extensions that require outside changes, window and door changes, and construction or alteration of drainage devices such as gutters and downspouts.

8.5 Restrictions

Placement and size of satellite dishes are determined by the HOA and external sheds are not permitted. Boats, boat trailers, campers and other recreational vehicles are not permitted on streets or driveways within the HOA. Except for real estate and work-in-progress signs, no yard signs, except as allowed by law, are permitted. Garage doors should be closed except when entering or leaving the garage. (See, generally, Covenants, Article IX.)

8.6 Insurance

The HOA maintains a blanket fire and all-risk casualty insurance (condo) policy that covers the basic structures of all homes. While the Association is not a condominium association, a "condominium" policy is the only type of policy available in Texas that provides coverage for individual owners' of common wall residential properties within a single building structure. Each homeowner is assessed a portion of the annual premium for the master insurance policy based upon the Travis County Central Appraisal District recorded square footage. This assessment is separately billed to each home annually and should be forwarded by Members to any third party lender that escrows their insurance. The HOA Board is responsible for reviewing policy costs and coverage from reputable insurance carriers.

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In order to keep premiums more affordable, the HOA carries a high (\$10K) deductible per building. In the event of an insurable event affecting any building, the deductible and any shortfall in insurance claim proceeds are levied as Special Lot assessments to homeowners in the respective building. **Therefore, All Members Are Strongly Advised To Purchase An Inexpensive “Loss Assessment” Coverage Rider To Their Individual Contents Insurance.** If you have any questions as to how loss assessment coverage works, please contact a Board member, the HOA insurance agent, or your personal insurance agent.

Each homeowner is responsible for obtaining and paying for a separate “contents” insurance policy based on the individual Member’s interior contents and build-out upgrades.

9. LANDSCAPE MAINTENANCE (COMMON AREA AND PORTIONS OF LOTS)

9.1 Introduction

The HOA is responsible for maintaining all Common Area grounds. The HOA is also responsible for overseeing maintenance on portions of individual Lot grounds visible from the Common Area and other Lots—specifically, the portions of private Lots lying outside a Member’s back or front yard privacy fence.

9.2 Common Area

The maintenance of all HOA-owned common grounds is paid for from Annual Common Area assessments levied uniformly upon all Members (the monthly “dues”). Basic HOA groundskeeping maintenance includes oversight of the HOA Common Area irrigation system, and contracting and oversight of an outside groundskeeping contractor for regular groundskeeping services. The basic annual contract for HOA groundskeeping is limited to: (i) mowing and fertilizing of grass, (ii) trimming and fertilizing of groundcover and shrubs, and (iii) raking/blowing of leaves (*which basic services are also provided to all Members on limited portions of private Lots by the same contractor under the same contractual obligations, see Section 9.3*). HOA landscape projects outside the annual contract, such as new or replacement HOA plantings, HOA tree trimming, and other HOA special landscape projects, are bid separately, and are also funded through Annual Common Area assessments.

9.3 Lots

As with exterior building maintenance, the HOA is tasked with performing landscape maintenance on visible portions of private Lots located outside front and back privacy fences. While the HOA is tasked with assuring such maintenance is performed, Members are financially responsible for any maintenance costs pertaining to their individual Lot whether (i) the cost of maintenance applies solely to their individual Lot and is assessed as an Annual Lot assessment, or (ii) the cost of maintenance applies universally to all Members’ Lots and is more conveniently assessed as an Annual Common Area assessment as a matter of discretionary board policy.

While Members are not prevented from performing Lot groundskeeping on their Lots in addition to the services provided under the HOA annual groundskeeping contract (avoiding the need for additional maintenance by the HOA and any resulting Lot assessment), any such groundskeeping performed by a Member must comply with HOA standards and uniformity requirements.

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Members are solely responsible for the landscape maintenance of any portion of individual Lots inside front and back privacy fences. While Members may personalize groundskeeping on these areas to a large extent, the Covenants require that nothing be placed or permitted to accumulate upon any Lot so as to render such property unsanitary, unsightly, offensive or detrimental to any other property or homeowner.

9.4 Trees

Special care must be taken by Members to insure tree limbs do not damage the roofs, gutters, chimneys, siding, or fences (including Common Area cross fences between buildings). HOA policy requires a minimum three foot clearance between tree limbs (not necessarily stationary tree trunks) and any exterior Lot or Common Area structure. If a potentially damaging limb is from a tree whose trunk lies within the Common Area, please contact a member of the Landscape Committee to have the intruding limb trimmed or removed by the HOA.

Members are liable for the expense of trimming any trees located on their Lots. If a potentially damaging limb is from a tree whose trunk clearly lies upon another Member's Lot (located inside their privacy fence), please contact that Member to have the intruding limb trimmed or removed. If the limb is from a tree whose trunk lies outside a Member's privacy fence, please contact a Landscape Committee member. The HOA will trim the limb (perform the Lot maintenance outside individual privacy fences) and, if a determination is made that the tree lies upon a Member's private Lot, will assess the cost of such maintenance to the responsible Member as an Annual Lot assessment.

Please note that under our Covenants, Members must obtain approval before cutting down any tree on their private Lot that is over 10' in height, regardless of whether the tree lies inside or outside a Member's privacy fences. Also, no trees or shrubs are allowed to overhang a sidewalk or pedestrian way from ground level to a height of 7' without prior approval.

9.5 Irrigation

The HOA is responsible for adequate irrigation of all Common Area grounds and for maintaining the HOA Common Area sprinkler system. These expenses are paid from Annual Common Area assessments. Members are responsible for watering lawns, groundcover, shrubs and trees on their private Lots. As a matter of HOA policy, and to facilitate and promote adequate irrigation on visible portions of private Lots, Members may use water available from HOA funded faucets near the front curbs or may install private sprinkler systems "hooked into" the HOA irrigation system. The HOA and Members must adhere to City of Austin water restrictions, to specifically include any future restriction by the City of Austin that the HOA not "re-sell" water for irrigation to individually owned Lot Owners. In the event of a break or leak in a private Lot sprinkler system that requires emergent repair, the HOA will attempt to effect the repair and levy the cost of such maintenance to the appropriate Member as an annual Lot assessment.

9.6 Lot Landscaping Improvements

To promote harmony and a high quality of life, and to protect property values, all Lot landscaping improvements requiring alteration of any external features of the landscape outside front and back privacy fences are subject to approval of the HOA. A brief letter to the Board and drawings describing the proposed improvement must be submitted for action forty-five (45) days

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prior to the desired start date of any improvement. Such items (not an all-inclusive list) include replacement or alteration of any grass, groundcover, shrubs or trees outside individual privacy fences. Approval must also be obtained for the grading, scraping, excavation or other rearrangement of the surface of any Lot, and no alteration may be made that may have an adverse affect with respect to drainage onto other properties.

10. POOL MAINTENANCE

10.1 Introduction

The HOA is responsible for maintaining the pool, pool fence, pool furniture, poolhouse, and pool area from funding paid for through Common Area assessments. The HOA contracts with, and pays for the services of, a pool company to clean the pool and apply chemicals on a regular basis.

10.2 General Rules

While in the pool area, children age fourteen years or less must be under the direct supervision of an adult, age eighteen years or over, who knows how and is physically able to swim. **The HOA Does Not Maintain A Lifeguard On Duty.**

Radios, CD players, tape players and portable TVs are permitted, but the sound must be kept sufficiently low to avoid disturbing others using the pool area and neighboring homes.

No glass items are permitted within the pool area. No diving or running is permitted.

For safety and security purposes, the pool gates automatically close and lock. Each homeowner is provided one key by the HOA to access the pool and restrooms. If you loose your key, contact a Board member to receive assistance in getting a replacement key for a minimum charge.

10.3 Guests

Any person within the pool area who is not a resident must be the guest of a Summerwood II resident. Residents are encouraged to introduce themselves to persons they do not recognize within the pool area and to determine if such persons are Summerwood II residents or guests of residents -- if neither, kindly ask them to leave -- the pool area has signage restricting usage to residents and their guests.

10.4 Parties

Scheduled parties are permitted within the pool area on a first come, first serve basis. Only one party at a time is permitted. The pool area remains open to residents and guests of residents concurrent with a scheduled party. Your intention to have a pool party must be posted on the pool house bulletin board at least one week in advance. If planning a "cook out" at the pool, the HOA's grill is available to all homeowners, but must also be "checked out" by posting such intention on the pool house bulletin board at least one week in advance. Homeowners are required to clean the grill after use or will be subject to a reasonable cleaning fee. To minimize our expenses, the HOA does not have a commercial trash pickup agreement with the City of Austin. Therefore, each person using the pool area or scheduling a party is responsible for cleaning up any trash.

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10.5 Rest Rooms

The pool area restrooms are a convenience for residents and guests. The restrooms are cleaned on a bi-monthly basis during high usage months, and once a month during winter/low-use periods. It is important that each person using these facilities keep them clean.

We must also insure that restroom doors are locked before leaving the pool area. Restroom access is available with the same key as the pool gate key.

11. PEST CONTROL

Termites can cause major damage before they are detected. One early warning sign of termites is the presence of small vertical dirt tunnels adhering to the outside of a home running from the ground to an entry point within the home. Harder to detect are entry points where pipes enter the house through the foundation.

To help identify and prevent insect pest infestation, the HOA contracts for a termite and insect pest inspection annually paid for from Annual Common Area assessments. The HOA is responsible for pest control treatment on any Common Area property. Each Member is responsible for the costs and application of any pest control treatment inside and outside his or her home and may employ the pest control company of his or her choice. If termites are located in any building, co-operation and coordinated treatment among all owners in the affected building is strongly encouraged.

If you suspect termites affecting either your, or a neighboring property, please contact a Board member to discuss appropriate counter-measures.

12. TENANTS

A lease or other rental agreement cannot be for a period of less than six months. It is the responsibility of the homeowner to inform a tenant of all HOA rules and restrictions. Assessments are the responsibility of the homeowner regardless of how the agreement with a tenant is structured. Late payment fees and other penalties apply solely to the Member. Only Members can vote or be represented by proxy at any HOA annual or special meeting.

13. PETS

While a reasonable number of household pets are permitted, "farm" animals are not. Dogs must be on a leash when taken outside individual privacy fences. Please use pooper scoopers. Take pet food in at night. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance.

14. TRASH/RECYCLING COLLECTIONS

Trash, placed in the "tan," "gray" or "green" containers provided by the City of Austin, and yard trimmings placed in pre-paid City-approved bags or in self-provided reusable containers, are normally scheduled for pick up at the curb of your home every Thursday morning beginning at 6:30 a.m. "Recyclable" materials, placed in the "blue" containers provided by the City of Austin, is normally scheduled for pick up at the curb of your home on alternate Thursday mornings beginning at 7:00 a.m. Except when placed outside for pick up, trash and recycling containers must be kept out of sight, and stored either inside garages or within homes.

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15. MEETINGS AND SOCIAL EVENTS

In addition to our annual meeting in March, we occasionally have a potluck get together held at the pool sometime during the Memorial Day and/or Labor Day weekends and a Christmas dinner at a local restaurant during the month of December.

16. NEWSLETTER AND DIRECTORY

Subject to a homeowner volunteering to be editor, a newsletter is distributed to all homeowners covering current topics of interest on a monthly or "as needed" basis. The Homeowners' Directory is updated each year before the annual meeting.

17. PROCEDURES FOR HANDLING COMPLAINTS

Complaints by any Member against another Member should be handled pursuant to Article X, Section 2 of the Covenants. If one Member (the complaining Member) believes another Member (the responding Member) is in violation of any HOA Covenant restriction, the complaining Member should notify the responding Member in writing, detailing the alleged violation. If the responding Member fails to remedy the alleged violation in 10 days, the complaining Member may elect to follow up on the complaint by transmitting the complaint in writing to the President of the Board, who may submit the complaint to the Board or may refer the complaint to arbitration. Arbitration costs incurred by both the complaining and responding Members will be borne solely by the losing party. It is the hope of the HOA that Members will communicate, seek positive solutions, and work with one another to reasonably remedy any complaints/violations in order to avoid potential arbitration proceedings.

If the HOA believes a Member is in violation of the Covenants, and such Member has failed to remedy the alleged violation after sufficient notice, the HOA may seek arbitration against that Member pursuant to Article X, Section 3 of the Covenants. If the HOA loses in arbitration the costs must be funded out of HOA funds.

18. WHILE YOU ARE AWAY

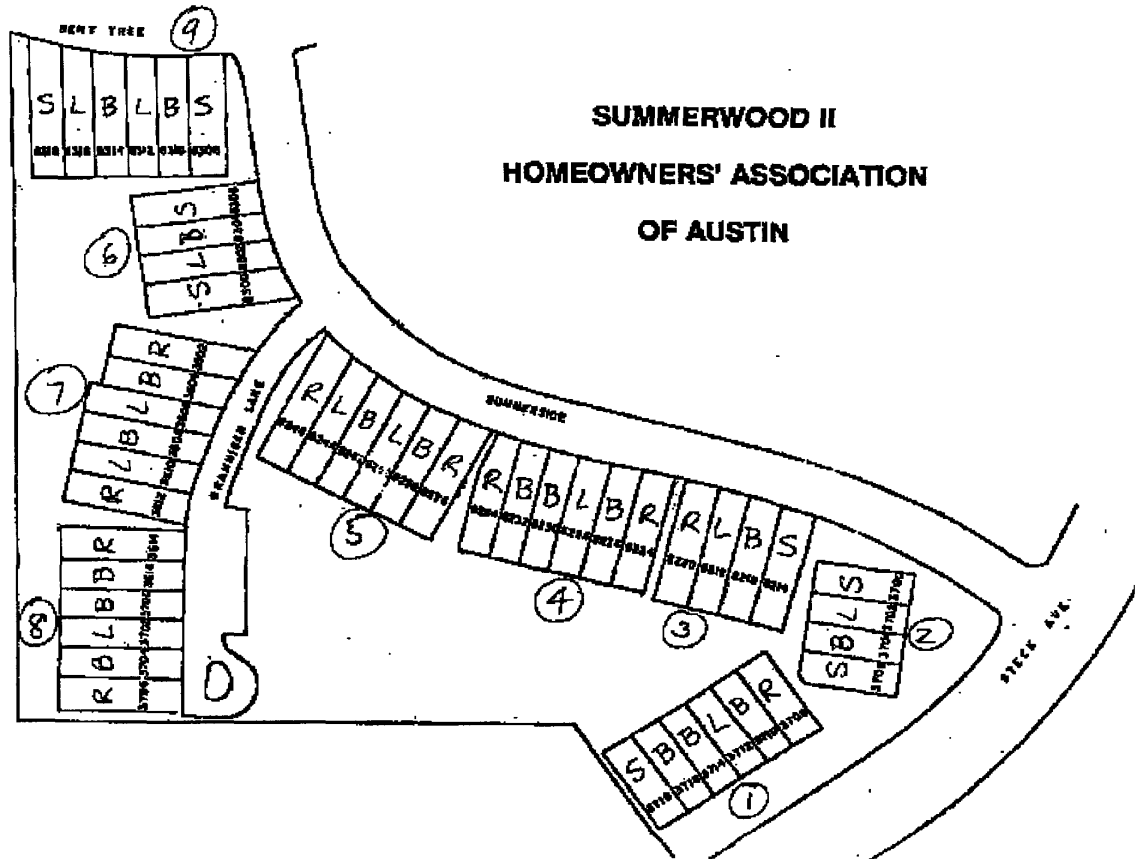
The great part of living in a community such as ours is the ability to lock the door and leave for extended periods with less concern about security issues. However, to protect your home and neighboring homes we encourage you to make a short checklist of items to address before you leave:

- Check fire/smoke alarms. Replace batteries as needed or if they are close to annual replacement.
- Stop or hold newspapers or arrange pickup by a neighbor.
- Hold mail or arrange neighbor pickup.
- Turn off washing machine water faucets and check hoses. Washing machine hoses age and can burst when you least expect it.
- For security, we recommend you keep at least one interior house lamp under a timer control to go on and off during appropriate evening hours.
- In the case of fire, plumbing breaks, or a similar event in which damage to your home or to a neighboring home could be minimized with timely access, you may consider leaving a key with the Austin area friend or relative you list as an emergency contact in the homeowner directory.

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- Check all appliances before you leave to make sure they are off or unplugged.
- During the winter months make sure outside faucets are properly covered to prevent a pipe from bursting when the temperature drops below freezing.
- During winter months, leave your heat on (no lower than 60 degrees inside) or turn off the water to your home and drain all faucets (inside and out), the water heater, and toilets.

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Key to Home Model Types:

B = Barberry (2-story interior home); total of 18 Barberry models in HOA

L = Larkspur (2-story interior home); total of 12 Larkspur models in HOA

R = Redbud (2-story end home); total of 10 Redbud models in HOA

S = Sunflower (1-story end home); total of 8 Sunflower models in HOA

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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Dana DeBeauvoir, County Clerk

Travis County TEXAS