ARTICLE I<br>NAME AND LOCATION

The name of the corporation is SUMMERTREE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the County of Tarrant, State of Texas but meetings of members and directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors.

## ARTICLE II

DEFINITIONS
"Association" shall mean and refer to Summertree Homeowners Association, Inc., its successors and assigns..
"Properties" shall mean and refer to that certain real property including improvements described in the subdivision plats for Summertree Addition, Summertree II Addition and Summertree III Addition, all being Additions to the City of Colleyville, Tarrant County, Texas.
"Lot" shall mean and refer to a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single family.
"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or other portion of the Properties, but, notwithstanding any applicable mortgage thereon, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
"Declaration" shall mean and refer to the Amended and Restated Dedication, Declaration and Restrictions applicable to the Properties recorded in the Real Property Records of Tarrant County, Texas on February 13, 1992.
"Declarant" shall mean and refer to Chandler Cantrell Property, Inc.
"Common Properties" shall mean and refer to those areas of land shown on any recorded plat or its equivalent of the Properties or any portion thereof filed or approved by Declarant and identified theron as "Common Open Space" and/or "Open Area".

In addition, Declarant may designate and convey other real property, improved or unimproved, located within the Properties to the Association and such real property shall upon such designation and conveyance to the Association become part of the Common Properties.
"Board" shall mean and refer to the Board of Directors of the Association.

## ARTICLE III <br> MEETINGS OF MEMBERS

3.01 Membership. Those persons entitled to membership in the Summertree Home Owners Association, as provided in the Declaration, including any subsequent amendments thereto, shall be members of the Association.
3.02 Annual Meetings. The annual meeting of the members shall be held on a day in February at a convenient date and time to be set by the Board of the Summertree Homeowners Association, Inc. The annual meeting shall be held for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.
3.03 Failure to Call Annual Meeting. If the Board of Directors fails to call an Annual Meeting to elect Directors, the members may establish a committee with the authority to call aspecial meeting of members to elect Directors in accordance with Section 209.014 of the Texas Property Code
3.04 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 eligible to vote.
3.05 Notice of Meetings. Written notice of each meeting of the Owners within the Association shall be given to each Owner by delivering personally, mailing by prepaid postage to the Owner's mailing address last appearing in the Association's books and records or sending electronically via email to such the Owner's last email address appearing on the books and records of the Association, a notice of the meeting indicating the date, time and location of the meetings and a general description of the actions to be considered at the meeting not less than ten (10) days nor more than sixty (60) days prior to the meeting. For an election or vote of Owners not taken at a meeting, notice of the election or vote to be taken, specifying the nature of the election or vote being taken, the procedures for casting a vote, and the deadline for casting a vote not later than the twentieth (20th) day before the last date on which a ballot may be submitted to be counted.
3.06 Voting and Proxies.. Voting rights of a member at an annual or special meeting may be cast or given (a) in person or by proxy at the meeting or (b) by absentee ballot or electronic ballot in accordance with Section 209.00592 of the Texas Property Code. All proxies shall be in writing, signed and filed with Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. An electronic ballot will be considered a written and signed ballot.
(a) Voting results will be recorded in the minutes of the meeting. All ballots and proxies will be held for a minimum of 60 days from time of vote or until a requested recount has been completed to allow for the opportunity of a formal request for recount.
3.07 Quorum. A quorum for any action shall consist of (1) Owners, or their proxies, present at a meeting considering such action and (2) Owners casting electronic or absentee ballots totaling one-fifth (1/5) of the eligible votes of all Owners of the Association on such matter. . 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 shall be present or represented.
3.08 Vote Required. At all meetings of members, action shall be by majority vote of those members entitled to vote as specified in 3.06 above, unless a different percentage shall be required by the Declaration, the Articles of incorporation or the Bylaws. A member's entitlement to vote shall be governed by the Declaration. Any vote cast by a member of the Association must be in writing and signed by the member if the vote is cast: (1) outside of a meeting; (2) in an election to fill a position on the Board of Directors that is not uncontested; (3) on a proposed adoptions or amendment of the Deed Restrictions, the Articles of Incorporation or the Bylaws; (4) on a proposed increase in the amount of a regular assessment or the proposed adoption of a special assessment: or, (5) on the proposed removal of a member of the Board of Directors.
3.09 Tabulation. A person who is a candidate or who is otherwise the subject of an associationvote, or a person related to that person may not tabulate or otherwise be given access to the ballots cast, except as part of a recount process authorized law. The person(s) tabulating votes or performing a recount pursuant to Article III, Section 3.10 may not disclose to any other person how an individual votes.
3.10 Recounts. Any member may request a recount of any election or vote taken at a regular or special meeting. Such requests shall be submitted in writing to the Secretary not later than the 15th day after the date of the meeting at which the election was held and any recount conducted shall be conducted in accordance with section 209.0057 of the Texas Property Code.

## ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE
4.01 Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need to be mémbers of the Association. A majority of Board Directors must live in the subdivision.

All directors shall be elected, appointed and serve the Association at large.
4.02 Term of Office. . In even numbered years, the members shall elect three directors for those whose terms have expired. In odd numbered years, the members shall elect four directors for those whose terms have expired. Board members' shall serve terms running until the second annual meeting following their election.
4.03 Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association.
4.04 Disqualification of a Director. If the Board of Directors is presented with written, documented evidence from a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude not more than 20 years before the Board of Directors is presented with such evidence, the board member is immediately ineligible to serve on the board of the Association, and is automatically removed from the Board of Directors and prohibited from future service on the Board of Directors.
4.05 Appointment of New Director to Fill a Vacancy. In the event of vacancy arising from death, resignation, disability or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the position.
4.06 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual documented expenses incurred in the performance of his duties. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

## ARTICLE V

## NOMINATION AND ELECTION OF DIRECTORS

5.01 Nomination. Nomination for election to the Board of Directors may be made from the floor at the annual meeting. A member desiring that his or her name be placed in nomination may but shall not be required to contact a current Board member prior to the Annual Meeting. Nominees for the Board must be eligible to serve as Directors under Article IV, Section 4.04 of these Bylaws.
5.02 Election.. At such election the eligible 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. All votes cast shall comply with Article III, Section 3.06 of these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

## POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.01 Powers. The Board of Directors shall have power to:
(a) adopt and publish rules and regulations governing the use and maintenance of the perimeter areas, Common Properties, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these Bylaws, the Articles of Incorporation, or the Declaration.
(c) 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;
(d) employ, on behalf of the Association, a manager, an independent contractor, managing agent or such other employees as they deem necessary, and to prescribe their duties; and
(e) monitor issues which directly affect the Association and its members, including, but not limited to, school, city and county issues and activities and take such action on behalf of the Association with respect to such issues as the Board deems appropriate.
6.02 Duties. It shall be the duty of the Board of Directors:
(a) to 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 requested in writing by one-fifth ( $1 / 5$ ) of the members who are eligible to vote;
(b) to supervise all officers, agents and employees of the 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 each year, with no increase to exceed $10 \%$ of the previous year's rate absent membership approval, or to lower the rate as provided for in the Declaration if circumstances so warrant;
(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) enforce the lien(s) against any property for assessments and/or for maintenance costs, with the option to bring a legal action against the Owner personally obligated to pay the same;
(d) to procure and maintain adequate liability, hazard, or other insurance on property owned by the Association (Adequate insurance is based solely on the judgment of the majority of the Board of Directors);
(e) to cause all directors, officers or employees having fiscal responsibilities to be bonded, if the Board deems it appropriate;
(f) to cause to be maintained the perimeter area, Common Properties and landscaping;
(g) to perform such other duties as are provided for in the Declaration or by statute
6.03 Contracts with Directors. A contract may only be entered into with a current Director, a person related to a current Director, or a company owned by a current Director or a person related to a current Director as described in Section 209.0052(b) of the Texas Property Code if: (1) if the Director, relative or company bids on the contract and at least two other bids for the contract are obtained from persons not associated with the Director, relative, or company (if reasonably available); (2) the applicable Director is not given access to the other bids, does not participate in any Board of Directors' discussion regarding the contract, and does not vote on the award of the contract; (3) the material facts regarding the relationship of the applicable Director, relative or company is disclosed to or known by the Board of Directors and the Board of Directors, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have an interest in the proposed contract; and (4) the Board of Directors certifies, by a resolution approved by a majority of the Directors who do not have an interest in the proposed contract, that the other requirements of this bylaw have been met.

## ARTICLE VII

## MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of members. The Board of Directors may provide by resolution the time and place, in Tarrant County, for the holding of additional regular meetings of the Board of Directors.
7.02 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, in Tarrant County, as the place for holding any special meeting of the Board called by them.
7.03 Open Meetings. Regular and special board meetings are open to owners, subject to the right of the board to 'adjourn' a board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members or matters that are to remain confidential by request of the affected parties and agreement of the board. Any decision made in the executive session must be summarized orally and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.
7.04 Board Meeting Records. The Board of Directors shall keep a record of each regular or special Board of Directors meeting in the form of written minutes and supporting documentation of the meetings. The board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the or the Board of Directors.
7.05 Notice. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be delivered: (1) by mail to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or (2) provided at least 72 hours before the start of the meeting by: (A) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members: (i) in a conspicuous place located on the association's common property (i.e. the entrance/exit to the subdivision; or (ii) on any website or other Internet media maintained by the Association; and (B) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated email address registered with the property owners' association. Notice to members as to regular or special meetings adjourned and continued to the next regular business shall be governed by section 209.0051(g) of the Texas Property Code.
7.06 Meetings by Electronic or Telephonic Means. A meeting of the Board of Directors may be held by electronic or telegraphic means. In such circumstances (1) each Director must be able to hear and be heard by every other Directors; (2) except for any portion of a meeting conducted in executive session (a) all owners in attendance must be able to hear all Directors and (b) owners must be allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; (3) the notice of the meeting provided under section 7.05 of these Bylaws must include instructions for owners to access any communication method required to be accessible under this section.
7.07 Action without a Meeting. The Board of Directors may take action by unanimous written consent, including voting by electronic or telephonic means without prior notice to owners under Section 7.05 of these Bylaws provided that each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any such action must be summarized orally and documented in the minutes at the next regular or special meeting of the Board of Directors. However, the Board of Directors may not consider or vote on the following actions, except at an open meeting for which prior notice was given to members under section 7.05 of these bylaws: (1) fines; (2) damage assessments; (3) initiation of foreclosure actions; (4) initiation of enforcement actions other than temporary restraining orders or violations involving a threat to health or safety; (5) increases in assessments; (6) levying of special assessments; (7) appeals from a denial of architectural control approval; (8) a suspension of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position on the issue; (9) lending or borrowing money; (10) the adoption or amendment of any governing instrument covering the establishment, maintenance, and operation of the Association, including, but not limited to the Declaration and these Bylaws;(11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent; (12) the sale or purchase of real property; (13) the filling of a vacancy on the Board of Directors; (14) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or (15) the election of an officer.
7.08 Waiver of Notice. The attendance of a Director or member at any Board of Directors' meeting shall constitute a waiver of notice of such meeting except where a Director or member attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully convened or called.
7.09 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

## ARTICLE VIII

## OFFICERS AND THEIR DUTIES

8.01 Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.
8.02 Election of Officers. The election of officers shall take place at the regular meeting of the Board of Directors following each annual meeting of the members.
8.03 Term. The officers of this Association shall be elected annually by the Board and each shall hold office until the next annual meeting unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
8.04 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; having such authority, and perform such duties as the Board may, from time to time, determine.
8.05 Resignation and Removal. Any officers 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.
8.06 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 position.
8.07 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 8.04 of this Article.
8.08 Duties. The duties of the officers are as follows:
(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall, along with the Treasurer, sign all promissory notes, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.
(b) Vice-President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the President or by the Board.
(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the 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 President or by the Board.
(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall, along with the President, sign all promissory notes of the Association; keep proper books of account; cause an annual statement of the Association books, which may be audited one time per year if requested by $10 \%$ of the eligible votes of the membership or unaudited, at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The day to day responsibility may be delegated to an outside bookkeeping service subject to the approval of the Board of Directors.

## ARTICLE IX

## COMMITTEES

9.01 Committees. The Board of Directors shall appoint the Architectural Control Committee, as provided for in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the Association's purpose.
9.02 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.
9.03 Chairman. One member of each committee shall be appointed Chairman by the Board of Directors.
9.04 Vacancies. Vacancies in the membership of any committee may be filled by appointment of the Board.
9.05 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum.
9.06 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## ARTICLE X

BOOKS AND RECORDS
10.01 Open Records. The books and records of the Association shall be open to and reasonably available for examination of a member in accordance with Section 209.005 of the Texas Property Code. The Declaration, the Articles of Incorporation and the Bylaws 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 costs.
10.02 Recording of Dedicatory Instruments. All governing instruments covering the establishment, maintenance, and operation of the Association, including but not limited to, the Declaration and these Bylaws shall be filed in the Official Public records of Tarrant County.
10.3 Management Certificate. A Management Certificate signed and acknowledged by an officer or the managing agent of the association shall be recorded in Tarrant County as may be required by Section 209.004 of the Texas Property Code.

## ARTICLE XI

## INDEMNIFICATION AND INSURANCE

11.01 Indemnification. The directors, officers, and members expressly authorized to act on behalf of the Association shall not be liable to the Association or its members for any mistake in judgment (except for breach of loyalty or intentional misconduct) or negligence in the performance of their duties. The Association shall indemnify any officer, director, and member expressly authorized to act on behalf thereof or any former officer, director, or member expressly authorized to act on behalf of the Association who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a director, officer, agent or employee of the Association, against expenses (including, but not limited to, attorneys' fees and costs of the proceeding), judgments, fines and amounts paid in settlement actually and reasonable incurred by him in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that his conduct was unlawful; or (2) any civil claim, issue or matter, such person was not guilty of gross negligence or willful misconduct in the performance of his duties to the Association. Termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption
that such person was guilty of gross negligence or willful misconduct in the performance of his duties to the Association, all such matters being determined solely and exclusively by the Board for the purpose of indemnification as herein provided. Indemnification shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because he has met the applicable standards of conduct as set forth herein. Such determination shall be made by the Board of Directors by a majority vote of directors who were not parties to such action, suit or proceeding whether or not a quorum. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of an undertaking by or on behalf of the person claiming such indemnification to repay all sums so advanced if it is subsequently determined that he is not entitled thereto as provided in this Article IX. Repeal or amendment of this Section 11.01 shall not deprive any current or former director, officer or member expressly authorized to act on behalf of the Association of the right to exculpation or indemnification under this section with respect to acts or omissions committed prior to the repeal or amendment.
11.02 Insurance. The Association may, to the extent reasonably available, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him and incurred by him, in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article IX.
11.03 Other. The Board and the officers and agents of the Association shall enter into contracts or other commitments as agents for the Association, and they shall have no personal liability for any such contract or commitment and the Association shall indemnify and hold them harmless as provided for in Section 11.01 from and against any and all liability to others on account of such contracts or other commitments.

## ARTICLE XII

## AMENDMENTS

12.01 These Bylaws may be amended, at a regular or special meeting of the members, by a majority of the eligible members voting in person or by proxy, absentee or electronic ballot.
12.02 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIII

## MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March of every year unless the Board shall adopt a different fiscal year.

IN WITNESS WHEREOF, we, being all of the directors of the Summertree Homeowners Association, Inc., have hereunto set our hands on this day of February 16, 2016.


I, the undersigned, being the Secretary of the Summertree Homeowners Association, Inc., a Texas do non-profit corporation; that the foregoing Restated and Amended By-Laws of said Association were adopted by a vote of the members of the Association on the $16^{\text {th }}$ day of February, 2016.


THE STATE OF TEXAS §
§

COUNTY OF TARRANT §

I hereby certify that the foregoing instrument was acknowledged before, the undersigned notary by Raelene Darling, Director of the Summertree Homeowners Association, Inc. on $19+$ h day of $M A Y$, 2016, Inc, on behalf of said corporation.


Notary Public, State of Texas


TOM STIMPSON
2900 RED OAK CT E
COLLEYVILLE, TX 76034

Submitter: TOM STIMPSON

## DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: $\quad 8 / 23 / 2016$ 11:46 AM
Instrument \#: D216193221

| OPR | 10 | PGS |
| :--- | :--- | :--- |

By: Morydoruar לancias

D216193221

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

