

**BYLAWS
OF
SUMMIT AT LOOKOUT ENCLAVE HOA**

SCANNED

**ARTICLE 1
PURPOSE, PARTIES, AND DEFINITIONS**

1.1 Purpose. The purpose for which Summit At Lookout Enclave HOA, is formed is to govern the planned unit development known as Summit At Lookout Enclave Subdivision which is located in San Antonio, Bexar County, Texas. The Association is organized under the Texas Business Organization Code and shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the Governing Documents and State law.

1.2 Parties. All present or future Owners, tenants or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws or adopted pursuant to the authority granted in these Bylaws. The acquisition, lease or rental of any Lot or the mere fact of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

1.3 Definitions. Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

1.3.1 "Association" shall mean and refer to Summit At Lookout Enclave HOA HOA, Inc., a Texas non-profit corporation, its successors and assigns.

1.3.2 "Board" shall mean and refer to the Board of Directors of the Association.

1.3.3 "Bylaws" shall mean and refer to these, the Bylaws of the Association, as amended from time to time in accordance with the terms found herein.

1.3.4 "Certificate of Formation" shall mean and refer to the Certificate of Formation (and amendments thereto and restatements thereof) of the Association which are on file with the Office of the Texas Secretary of State, Austin, Texas.

1.3.5 "Common Area" means that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Area to be owned by Association shall include: (i) those areas of land shown on any recorded plat, or its equivalent, of the Property or any portion thereof filed or

approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area"; (ii) the unpaved and landscaped areas of the right of way for any road within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association by Declarant.

1.3.6 "Declaration" shall mean and refer to the *Declaration of Covenants, Conditions and Restrictions for Summit At Lookout Subdivision – Plat No. _____* which was recorded as Document Number 20190074224 of the Official Public Records of Bexar County, Texas and all amendments thereto.

1.3.7 "Development" shall mean and refer to that area which comprises the Property which is subject to the Declaration.

1.3.8 "Director" means a director of the Association who is elected or appointed to serve on the Board pursuant to the terms found herein.

1.3.9 "Governing Documents" shall collectively mean and refer to any document that governs the creation, use, management or operation of the Development and Association, including the plat, declaration, bylaws, Certificate of Formation, and rules and regulations. Governing Documents and any amendments or changes thereto shall be recorded in the Official Public Records of Real Property of Bexar County, Texas.

1.3.10 "Lot" shall mean any tract, piece, parcel or parcels of land within the Property shown, designated and/or identified as such on a Plat of the Property, together with all Improvements located thereon.

1.3.11 "Majority" means more than 50 percent.

1.3.12 "Member," "Lot Owner," and "Owner" shall mean and refer to every record owner, whether one or more persons or entities of fee simple title in any Lot which is situated in the Development, including contract sellers but excluding persons or entities holding and interest merely as security for the performance of an obligation unless the context indicates that a member means a member of the Board of Directors or a member of a committee of the Association.

1.3.13 "Officer" means an officer of the Association such as the president, secretary, and treasurer who is elected by the Board of Directors pursuant to the terms found herein.

1.3.14 "Property" shall mean and refer to SUMMIT AT LOOKOUT SUBDIVISION, and such other property within the Development, which has been subdivided and shown on a map or plat recorded in the Map and Plat Records of Bexar County, Texas, and brought within the scheme of this Declaration.

1.3.15 "Resident" means the occupant of a lot whether or not such occupant is an Owner.

ARTICLE 2
MEMBERSHIP AND RESPONSIBILITIES OF MEMBERS

2.1 Membership. All Summit At Lookout Lot Owners are Members of the Association. Any Person upon becoming a Lot Owner shall automatically become a Member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal corporate action whenever such Person ceases to own a Lot, but such termination shall not relieve or release such former Member from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the other Members have, either through the Board or directly against such former Member arising out of or in any way connected with ownership of a Lot, any membership in this Association, and the covenants and obligations incident thereto.

ARTICLE 3
ASSOCIATION MEETINGS

3.1 Annual Meetings. Annual meetings of the Association shall be held on the last Tuesday of January of each year or at such other reasonable time not more than sixty days before or after such date. The Members may also transact such other business of the Association as may properly come before them. At or prior to each annual meeting, the Board shall furnish to the Members:

(i) pursuant to Article 13.2 herein, a budget for the next fiscal year itemizing the estimated Common Expenses for the next year and the amount of the Annual Assessment for each Member for the next year; and

(ii) a copy of the previous year's operating statement, and to the extent available, the actual operating figures for the current year.

3.2 Special Meetings. It shall be the duty of the President to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least 50% of the votes in the Association. Such meeting shall be held within 30 days after the Board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose of such meeting and no business except as stated in the notice shall be transacted at the special meeting. Only one meeting of the Association may be held at a time.

3.3 Place of Meeting. All meetings of the Association shall be held at such suitable place in San Antonio, Bexar County, Texas which is convenient to the Members, as the Board may determine.

3.4 Notice of Association Meetings. The President or Members calling the meeting shall give written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notices may also set

forth any other items of information deemed appropriate by the Board. The notice shall be delivered to each Member not less than 10 days nor more than 60 days before the date of the meeting in accordance with Article 4. Written notice includes facsimile, email, or other form of electronic transmission if such information has been provided to the Board by and Owner.

3.5 Voting. Each Member shall have one vote.

3.5.1 Cumulative Voting. No cumulative voting shall be permitted.

3.5.2 Multiple Owners. If any Lot is owned by more than one Person, any one of the Owners may vote at any meeting of the Members of the Association and such vote shall be binding upon the other Owners who are not present at such meeting. If two or more Owners for the same Lot are present at any meeting, their unanimous action shall be required to cast their vote as a Member of the Association. In no event may the vote attributable to any Lot be split.

3.5.3 Eligibility to Vote. All Members shall be eligible to vote at any annual or special meeting of the Members regardless of whether or not he is in default in the payment of any Assessments made or levied against him and/or his Lot according to the records of the Association.

3.6 Vote Necessary to Take Action. Most actions of the Association may be authorized by a "Majority Vote" which shall mean a vote of more than 50% of the Members.

3.7 Written Ballot. Voting must be by written ballot which shows the Member's name and Lot number and which is signed. Ballots shall be kept as part of the Association's records for one year, or until the next election, and shall be available for inspection during that time. If at such time in the future it becomes feasible and desirable to use some form of electronic voting then an authenticated electronic ballot submitted by a Member will be considered a written ballot so long as it contains, at a minimum, the information outlined in this section.

3.8 Quorum. Except as may otherwise be provided by the Certificate of Formation or these Bylaws, a quorum of Members for any meeting shall be the presence (in person or by proxy) of 66.66% of all votes entitled to be cast.

3.9 Failure to Meet Quorum. If, however, such quorum shall not be present at any meeting of the Members, the Members present shall have the power to adjourn the meeting from time to time, without other notice than announcement at the meeting, until a quorum shall be present or represented. Before leaving a meeting at which no quorum was attained, each Member may sign a proxy which shall count towards the quorum required for a reconvened meeting.

3.10 Proxies. A Member may vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. The Board shall be authorized but is not required to designate the form of proxy to be used. If the Board fails to authorize a proxy

form, Members may submit a proxy that conforms to any requirements contained herein. Proxies may be either directed or general in nature. Any one individual may only have control of a maximum of two proxies of owners.

3.10.1 Designation of Voting Representative-Proxy. If legal title to a Lot is held by more than one individual or by a firm, corporation, partnership, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one individual to attend any annual and special meetings of Members and to cast whatever vote the Owners themselves might collectively cast if they were personally present.

3.10.2 Duration of Proxy. The Board may limit the applicability of a proxy to a specific meeting and any adjournments thereof. However, no proxy shall be valid after four months from the date of its execution unless specifically provided in the proxy. A proxy shall be revocable at any time by its maker.

3.10.3 Filing Proxy. All proxies must be filed with the Secretary of the Association prior to the starting time of each meeting.

3.11 Absentee Ballots. If the Board deems appropriate, absentee ballots which comply with Texas Property Code §209.00592 may be used instead of proxies for any Association voting.

3.12 Order of Business. Unless the notice of the meeting states otherwise, the order of business at any meeting of the Association shall be as follows:

- Determine votes present by roll call or check-in process
- Announcement of a quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of officers (when required)
- Unfinished or old business
- New business
- Announcement of election of officers (when election required)
- Adjournment

3.13 Adjournment of Meeting. At any meeting of the Association, a majority of the Owners present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

3.14 Parliamentary Procedure and Rules. The President may appoint someone to act as parliamentarian during a meeting of the Members. Meetings of the Members shall be conducted in accordance with the rules and procedures outlined in the most recent edition of Robert's Rules of Order. Any special rules shall be published as part of the meeting notice.

ARTICLE 4
NOTICES

4.1 Notice to Members. Notice to Members shall be in writing and shall be delivered in person or by mail addressed to the Member at his registered mailing address. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person. Should the Board determine that it is feasible and desirable, written notice shall also be proper by e-mail, facsimile transmission, or any other electronic transmission if such contact information is provided to the Association by the Member.

4.2 Waiver by Members. Whenever by statute, the Certificate of Formation, or these Bylaws notice is required to be given to any Member, a waiver of such notice shall be equivalent to giving proper notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5
BOARD OF DIRECTORS

5.1 Number of Directors. The affairs of the Association shall be governed by a Board of Directors comprised of three or five natural persons. As long as the Declarant has management control of the Association, the Declarant is entitled to hold one Director's position.

5.2 Qualification. Each Director may be a Member or non Member of the Association, except that the Declarant or a representative of the Declarant is eligible to serve on the Board even if the Declarant does not own property. If a Member is a corporation, partnership, or other legal entity, an officer, partner or other authorized representative of such Member may be a Director. A Member cannot be disqualified from serving unless:

5.2.1 Co-Owners. Co-Owners of a Lot may not serve on the Board at the same time if the person cohabits at the same primary residence with another board member.

5.2.2 Criminal Background. If the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the board is presented with the evidence, the board members is immediately ineligible to serve on the board.

5.3 Election of Directors. At each annual meeting there shall be elected Members to fill any vacancies on the Board of Directors. Upon election, each Director shall

govern the affairs of the Association until their successor has been duly elected and qualified. Election shall be by secret written ballot or by any electronic means deemed suitable by the Board to take the place of a secret written ballot. Proxy voting is allowed. Cumulative voting is not allowed.

5.4 Term. Each director shall hold office for the term of two years (unless he is sooner disqualified, removed, or resigns or is reelected) and until his successor shall have been elected or appointed and qualified. It is intended that the terms of the Directors be and remain staggered so that there is always at least one Director elected each year. No Member may serve more than two consecutive terms in the same office. However, this provision does not prohibit a Member from being reelected to the Board.

5.5 Vacancies. Vacancies on the Board caused for any reason shall be filled by vote of the majority of the remaining directors even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Directors who are currently serving on the Board shall not be appointed to fill a vacancy if such appointment would serve to extend their term of office beyond its current ending date.

5.6 Resignation. A director may resign at any time by giving written notice of his resignation to the President or the remaining directors. Unless the notice states otherwise, the resignation is effective when received by the Board and does not require the acceptance by the Board.

5.7 Removal of Directors. At any special meeting of the Members duly called for that specific purpose, any one or more of the Directors may be removed with or without cause by the affirmative vote of 67% of the votes entitled to be cast by Members who are present, in person or by proxy at said meeting. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If a Director is removed by vote of the Members at a special meeting, within 15 days the remaining Directors shall appoint a successor to fill the vacancy.

5.8 Compensation. Directors shall receive no compensation for their services as directors. However, Directors shall receive reimbursement for actual expenses incurred, but only upon submission of appropriate written evidence.

5.9 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board. Directors present by proxy may not be counted towards a quorum. If at some point during a Board meeting there is no longer a quorum of Directors, the meeting may continue, but no business may be transacted, no votes can be taken, and no decisions can be made.

5.10 Voting. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum is in attendance shall be the act of the Board.

ARTICLE 6

OFFICERS

6.1 Designation. The officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and such assistant officers as the Board shall, from time to time, elect. Each officer shall be either a Member or, non Member if the Member is a partnership, corporation, or other legal entity, the authorized representative of such entity, or Declarant or its representative(s).

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office for two years subject to the continuing annual approval of the Board.

6.3 Resignation and Removal of Officers. Upon an affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor elected at a regular meeting of the Board or at any special meeting of the Board called for that purpose. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of the 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.

6.4 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such 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.

6.5 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint such committees from the members from time to time as may be established by the Board.

6.6 Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers; and he shall, in general, perform all duties incident to the office of Secretary as provided in the Declaration and the Bylaws. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Additionally, the Secretary will keep a list of facsimile numbers, e-mail addresses, and/or other contact information provided by Members which may be used to give notice of meetings as provided in these Bylaws.

6.7 Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. In the event a Community Manager has the

responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Community Manager within 15 days after the first day of each month.

6.8 Compensation. Officers shall receive no compensation for their services as officers. However, they shall receive reimbursement for actual expenses incurred, but only upon submission of appropriate written evidence.

ARTICLE 7

BOARD MEETINGS

7.1 Meetings. There shall be at least four regular meetings of the Board annually with one meeting being held each calendar quarter. Meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Each Director should have notice at least seven days prior to each such meeting which notice shall specify the place and time of such meeting.

7.2 Special Meetings. Special meetings of the Board may be called by the President or two Directors on 72 hours notice to each Director, which notice should be given personally or by mail, telephone, facsimile, e-mail, or other electronic means, which notice shall state the time, place of the meeting any where within the City of San Antonio, Texas, and a general description of the purpose of the special meeting.

7.3 Open Meetings. Board meetings shall be open to attendance by Members in accordance with to Texas Property Code §209.0051.

7.4 Notice to Owners. Notice of Board meetings shall be given to Members in accordance with Texas Property Code §209.0051(e). At the time of the adoption of these Bylaws, notice shall be given to each Member of the Association at least 144 hours before the start of a regular board meeting and at least 72 hours before the start of a special board meeting. Notice of the meeting should contain any instructions needed for members to access any communication method required to have access to the meeting.

7.5 Quorum. The presence of a majority of the Directors shall be required to conduct business. Every act or decision taken by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarding as an act of the Board.

7.6 Action Taken Without a Meeting.

7.6.1 Emergency. Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be ratified by resolution adopted at the next regular Board meeting.

7.6.2 By Consent. Any action which may be taken at a meeting of the Directors may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the board and shall be ratified by resolution adopted at the next regular Board meeting.

7.6.3 By Conference, Telephone, or Similar Equipment. Any special meeting of the Board may be held or action may be authorized by means of conference telephone, e-mail (where all comments are published simultaneously to all participants) or by similar communications equipment or video conferencing technology as long as each board member may hear and be heard by every other Board member. Participation in such a meeting shall be deemed to be presence in person at the meeting. Members should be given access to attend the meetings.

7.6.4 Notice Required to Owners Before Action. Pursuant to Texas Property Code §209.0051(h) the Board may not, without prior notice to the Owners, consider or vote on:

- (i) fines;
- (ii) damage assessments;
- (iii) initiation of foreclosure actions;
- (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (v) increases in assessments;
- (vi) levying of special assessments;
- (vii) appeals from a denial of architectural control approval;
- (viii) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
- (ix) lending or borrowing money;
- (x) the adoption or amendment of a dedicatory instrument;
- (xi) the approval of an annual budget or the approval of an amendment of the annual budget;
- (xii) the sale or purchase of real property;
- (xiii) the filling of a vacancy on the Board;
- (xiv) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- (xv) the election of an officer.

7.6.5 If Action is Taken Outside a Meeting. If the Board takes action outside of a meeting, including by electronic or telephonic means, without prior notice to members, each Board member must be given a reasonable opportunity to express the Board members opinion to all other Board members and to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documents in the minutes of the next regular or special Board meeting.

7.7 Waiver of Notice. Before or after any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.8 Minutes of Meetings. Minutes shall be prepared for all regular, special or other Board meetings and shall be made available to Members as part of the books and records of the Association.

ARTICLE 8

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of Summit At Lookout Subdivision as a residential Development in keeping with the character and quality of the neighborhood in which it is located. The Board may also do such acts and things necessary to carry out the purposes of the Association as set out in the Certificate of Formation and Declaration except those things that by law, the Certificate of Formation, Bylaws, or the Declaration reserves expressly to the Members and are not subject to delegation to the Board. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the members:

(i) To elect and remove the officers of the Association as hereinafter provided;

(ii) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration or Bylaws and amendments thereto;

(iii) To establish, make, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Property with the right to amend same from time to time, a copy of which, and all amendments thereto, shall be filed in the county deed records and delivered or mailed to each Member as provided herein;

(iv) To formulate procedures for the administration, management, and operation of the Property and the Common Areas thereof; administer violations for non compliance in the sum of \$150 per violation which Board can amend as needed, violation will be 50% to HOA and 50% to managing agent.

(v) To provide for the operation, maintenance, repair, and replacement of the Common Areas in accordance with the Declaration and all personal and other property owned by the Association and to approve payment vouchers or to delegate such approval to the officers or the Community Manager (defined below);

(vi) To engage, at the Board's option, the services of an agent, hereinafter sometimes called the "Community Manager," to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Members upon such terms and for such compensation and with such authority as the Board may approve subject to the provisions of the Declaration;

(vii) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Areas; provided, however, all contracts entered into by the Board shall provide for termination by the Board, with or without cause (and without payment of a termination fee) on 30 days written notice;

(viii) To determine the fiscal year of the Association and to change said fiscal year from time to time and the Board deems advisable;

(ix) To prepare the annual budget and to provide the procedure for assessing and collecting Assessments from the Members pursuant to the Declaration;

(x) To keep and maintain complete and accurate books and records showing all receipts, expenses, or disbursements of the Association and to permit examination thereof at any reasonable time by each of the Members; and to cause a complete audit of the books and accounts to be made by an independent accountant no less than every five years and reviews on an annual basis when an audit is not conducted;

(xi) Unless otherwise provided herein or in the Declaration, to comply with the instructions of the Members as expressed in any resolution duly adopted at any annual or special meeting of the Members;

(xii) To enter into contacts and agreements within the scope of their duties and powers;

(xiii) To obtain and maintain such policies of insurance in such amounts and in such form as are required or permitted by the Declaration;

(xiv) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board;

(xv) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws and to provide for the execution of all such instruments evidencing such indebtedness as this Board may deem necessary;

(xvi) To protect and defend the entire Property from loss and damage by suit or otherwise; provided however, the Board shall make no settlement which results in a liability

against the Board, the Association or the Property in excess of \$100,000.00 without the prior approval of the Members; and

(xvii) In general, to carry on the administration of the Association and to do all things necessary and reasonable in order to carry out the governing and operation of the Property and to perform the duties and obligations and exercise the rights and powers conferred upon the Board in the Declaration and these Bylaws.

8.2 Notice Regarding Adoption of Rules. The Board shall give written notice to each Owner of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to all Owners, at least 14 days before the rule's effective date. All rules shall be filed in the county deed records.

8.3 Reserve Studies. The Board shall engage the services of a reserve specialist (or other professional qualified to perform a reserve study) to conduct periodic reserve studies of the Property in order to evaluate the short term and long terms needs of the Association. Reserve studies shall be conducted no less than every five years.

8.4 Accounts. At a minimum, the Board shall establish the following accounts or funds:

8.4.1 Operating Fund. The Board shall establish and maintain one or more Operating Fund accounts for routine daily operating expenses. All assessments, fees, fines, refunds, and other income, except capital reserve contributions, shall be placed in an Operating Fund account. Any surplus in the Operating Fund at the end of a fiscal year shall be placed in the Working Capital Fund.

8.4.2 Capital Reserve Fund. If not sooner created, upon the end of the Declarant Control Period, the Board shall establish and maintain one or more Capital Reserve Fund accounts. Such funds, in total, should equal to 30% of the annual operating budget or any other amount determined sufficient by an audit or a periodic reserve study. This money should be kept in an interest bearing account. The Capital Reserve Fund is intended to cover capital repairs and replacements or Board declared emergencies. It takes a majority vote of the Board to declare an emergency before money can be allocated and spent from the Capital Reserve Fund. If time allows, the Board must obtain three bids prior to approving the contract for work. If a Capital Reserve Fund contract goes more than 10% over budget, a majority of the Board must approve funding any overrun. Notice must be given to Owners within 21 days of the approval of any contract overrun describing the work necessary, the amount of the original contract and overrun, and stating the reasons for the approval of the overrun.

8.4.3 Loans. The Association shall not borrow money, place the Association in debt, or mortgage any portion of the Common Areas without a membership vote conducted by written or absentee ballot. Approval requires an affirmative vote by more than 50% of responding voters.

8.6 Termination of the Association. Termination of the existence of the Association and Development shall require approval of 100% of all Members entitled to vote.

8.7 Merger or Consolidation. It shall require a vote of more than 50% of all Members entitled to vote before the Board can enter into a merger or consolidation with another non-profit entity.

ARTICLE 9 **COMMITTEES**

9.1. Authority to Establish Committees. The Board, by resolution adopted by a majority of the Directors, may designate one or more committees.

9.2. Minutes. All committees shall keep minutes of the proceedings and report same to the Board as required in any resolution creating the committee.

ARTICLE 10 **COMMUNITY MANAGER**

10.1 Authority to Hire Manager. Subject to Section 4.10 of the Declaration and upon conclusion of the initial ten-year term, the Board may employ or contract with a Community Manager to whom the Board may delegate such duties and responsibilities as are appropriate and on such terms and conditions with such compensation as the Board may determine is appropriate given the terms of employment and subject to the provisions of the Declaration. A corporation or partnership may be appointed as Community Manager.

10.2 Management Contract. Subject to Section 4.10 of the Declaration and upon conclusion of the initial ten-year term, no management contract shall be for a term of over one year and all such contracts shall provide for termination by the Board, with or without cause (and without payment of a termination fee) on 30 days written notice.

10.3 Limits on Manager's Authority. Subject to Section 4.10 of the Declaration and upon conclusion of the initial ten-year term, the Board shall not delegate to a Community Manager the authority to enter into any single contract or transaction involving the expenditure of more than \$2,500.00 in one fiscal year.

10.4 Minimum Responsibilities. The Manager shall – at a minimum – maintain financial accounts in coordination with the Treasurer, prepare an inventory of Association assets, prepare a schedule of and conduct inspections of the Development, prepare a schedule of maintenance and repairs, assess the Association's insurance needs, monitor work implementation and services provided by various vendors, and provide monthly reports to the Board.

10.5 Members as Manager. In no event shall a Member be a Manager for the Association unless there is unanimous approval by the Board and approval by more than 50% of all Members by written or absentee ballot.

ARTICLE 11
STANDARD OF CARE AND
INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

11.1 Standard of Care/Duty to the Association. An Officer or Director of the Association shall act in good faith, with ordinary care, and in a manner the officer or Director reasonably believes to be in the best interest of the Association; or in accordance with any higher standard established by the Governing Documents or law.

11.2 Indemnification. The Association shall indemnify its Directors, Officers, committees, employees and agents from and against any and all liabilities, costs and expenses incurred by them in such capacity to the fullest extent permitted by law and shall have the power to purchase and maintain liability insurance coverage for those persons as, and to the fullest extent, permitted by the Act, as presently in effect and as may be hereafter amended.

11.3 Indemnification Not Exclusive. The rights of indemnification and reimbursement provided for in Section 11.2 of this Article shall not be deemed exclusive of any other right to which any such director, officer, committee, employee, or agent may be entitled under the Certificate of Formation, any Bylaws, agreements or votes of shareholders, or as a matter of law or otherwise.

ARTICLE 12
BOOKS AND RECORDS

12.1 Records. The Association shall use its best efforts to keep, at a minimum, the following records:

- (i) Minutes or a similar record of proceedings of meeting of the Members, Board, and committees;
- (ii) Resolutions adopted by the Board;
- (iii) Names and mailing addresses of the Members and any other contact information such as telephone numbers, e-mail addresses, emergency contact persons which are provided by the Members from time to time, the accuracy of the information being the responsibility of the members and their mortgagers;
- (iv) Names and mailing addresses of mortgagers, the accuracy of the information being the responsibility of the members and their mortgagers not the Board;

(v) Financial records and books of account for the Association kept in a manner consistent with generally accepted accounting principles;

(vi) A copy of plans and specifications acquired by the Association over time for improvements to the Development;

(vii) Copies of all State and Federal tax returns prepared for the Association;

(viii) Copies of all Governing Documents and any amendments thereto;

(ix) For at least one year or until the next election, all ballots and election records; and

(x) For at least four years, a record of all votes or written consents supporting any amendments to the Governing Documents.

12.2 Inspection. The membership register, books, records, minutes of meetings (specifically including meetings of the Members, Board, and committees), and papers of the Association shall be available for inspection by any Member or by his or her appointed representative in accordance with state law and any resolutions adopted by the Board.

12.3 Copies. Copies of the Declaration, Certificate of Formation, and Bylaws of the Association as well as all other books and records will be made for Members in accordance with state law and any resolutions adopted by the Board.

12.4 Resale Certificates. The Board may designate a Director, the Manager, or other agent to prepare or cause to be prepared, certified, and executed said resale certificate. The Association may charge a reasonable fee for the preparation of resale certificates.

ARTICE 13 **ASSESSMENTS AND LIENS**

13.1 Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association.

13.2 Notice to Members of Annual Assessment and Obligation to Pay Annual Assessment. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Member, at or prior to the annual meeting. Neither the Board's failure to timely adopt the budget nor the failure to give a copy thereof to the Members shall be deemed a waiver, modification or a release of the Members from their duty to pay their Annual Assessments as same are determined at such time as the annual budget is adopted.

13.3 Failure to Adopt Budget. Notwithstanding the provisions of Section 13.1, in the event that the Board fails for any reason to adopt a budget covering the next fiscal year of the

Association, then and until such time as a budget shall have been adopted for the next fiscal year, the budget in effect for the then current fiscal year of the Association shall continue for the next fiscal year. Further, until such time as a budget is duly adopted for the next fiscal year, the Annual Assessment for the next fiscal year shall be deemed the same as the Annual Assessment for the then current fiscal year, and the Members shall continue paying monthly installments of such Annual Assessment in the same amount and at the same times as such monthly installments are paid during the current fiscal year.

13.4 Payment of Annual Assessments. The Annual Assessments attributable to each Lot shall be determined automatically upon adoption of the annual budget as provided in Division 2.4 and shall be equal for all Owners. Unless otherwise specified by the Board at the time of the adoption of a budget, Annual Assessments for the fiscal year covered by such budget shall be due and payable to the Association on the first day of January. After the Annual Assessments have been set by the Board, the Board shall prepare and deliver or mail to each Member an individual statement. All Special Assessments shall be equal for all Members as provided above in the case of Annual Assessments and shall be due and payable as the Board may determine.

13.5 Late Payment. Any installment of an Assessment not paid within 30 days after the date the installment is due and payable shall bear interest at the rate of 6% per annum and/or a late charge as set by the Board.

13.6 Lien. It shall be the duty of every Member to pay his Assessments, as provided in the Declaration and as assessed in the manner herein provided. If any Member shall fail or refuse to make any such payment of his Assessments when due, the amount thereof together with late charges and/or interest thereon at the rate of 18% per annum and any costs of collection and reasonable attorney's fees shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Member in the Property as provided in the Declaration and as a personal obligation of the Owner at the time the Assessment came due.

ARTICLE 14 **AMENDMENTS TO THE BYLAWS**

14.1 Requirements. These Bylaws may be amended in writing upon affirmative vote of more than 50% of the Members as defined herein; provided, however, that such authority may be delegated by the vote of Members as allowed by the Texas Business Organizations Code.

14.2 Record of Amendment. An amendment of the Bylaws shall be reflected in the minutes of the Association and evidenced by filing a copy of the amendment to the Bylaws in the corporate records and by recording said amendment to the Bylaws in the Official Public Records of Real Property of Bexar County, Texas.

ARTICLE 15 **NON-PROFIT ASSOCIATION**

15.1 Non-Profit. This Association is not organized for profit. No Member, director, officer or Person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be distributed to, or insure to the benefit of any Member, director or officer; provided, however, that any Member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

15.2 Preservation of Status. In order to preserve the non-profit status of the Association, neither the Board nor any Member thereof shall do or authorize any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the Declaration, Certificate of Formation or these Bylaws or Section 528 of the Internal Revenue Code. Any such act shall be ultra vires and void.

ARTICLE 16

CONFLICTING OR INVALID PROVISIONS

16.1 Conflicting Provisions. In the event of any conflict between the terms and provisions of these Bylaws and the Certificate of Formation, the Declaration, the Texas Uniform Development Act, or the Texas Business Organizations Code, the provisions of the Declaration and such statutes shall control. These Bylaws shall not be amended or altered in any manner inconsistent with the Declaration or such statutes.

16.2 Invalid Provisions. The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 17

GENERAL PROVISIONS

17.1 No Waiver of Rights. The omission or failure of the Association to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Association, shall have the right to enforce the same thereafter.

17.2 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity the provisions of these Bylaws. Failure by the Association, or any Owner, to enforce any provision contained herein, shall in no event be deemed a waiver of the right to do so thereafter.

17.3 Table of Contents and Headings. Any table of contents and headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matters which are to be construed in the interpretation of the provisions herein.

17.4 Interpretation. If any word, clause, sentence, paragraph, or other part herein shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of the Association and these Bylaws shall govern.

17.5 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Bylaws shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

17.6 Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations/business organizations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed,

Adopted on this the 8th day of September, 2023.

SUMMIT AT LOOKOUT ENCLAVE
HOMEOWNERS ASSOCIATION, a Texas
Nonprofit Corporation

By: 32 _____

, President

Kevin Clark

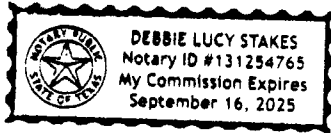
By: [Signature] _____

, Treasurer

Jason Henderson

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 8th day of September, 2023 by Kevin E. Clark, President of Summit At Lookout Enclave HOA, a non-profit Texas Corporation.

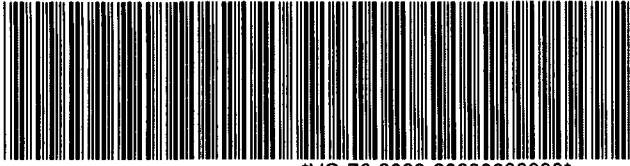




Notary Public, State of Texas
My Commission Expires: 9/16/2025

After Recording Return To:

Alamo River Services
8635 Brucks Dr.
Converse, Tx 78109



VG-76-2023-20230208998

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230208998
Recorded Date: November 14, 2023
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Total Pages: 21
Total Fees: \$102.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
11/14/2023 11:52 AM



Lucy Adame-Clark

Lucy Adame-Clark
Bexar County Clerk