

BYLAWS
of
SUNSET HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

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TABLE OF CONTENTS

ARTICLE I. NAME, MEMBERSHIP, AND DEFINITIONS.....1
SECTION 1. NAME.....1
SECTION 2. MEMBERSHIP.....1
SECTION 3. DEFINITIONS/GENDER.....1

ARTICLE II. ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES1
SECTION 1. PLACE OF MEETINGS1
SECTION 2. ANNUAL MEETINGS1
SECTION 3. SPECIAL MEETINGS.....1
SECTION 4. NOTICE OF MEETINGS1
SECTION 5. WAIVER OF NOTICE2
SECTION 6. ADJOURNMENT OF MEETINGS2
SECTION 7. VOTING.....2
SECTION 8. PROXIES2
SECTION 9. QUORUM2
SECTION 10. CONDUCT OF MEETINGS3
SECTION 11. ACTION WITHOUT A MEETING OF THE MEMBERS OF THE ASSOCIATION.....3

ARTICLE III. BOARD OF DIRECTORS: NUMBER. POWERS. MEETINGS.....3
SECTION 1. GOVERNING BODY: COMPOSITION3
SECTION 2. NUMBER AND TERM OF DIRECTORS3
SECTION 3. CANDIDATES FOR ELECTION TO THE BOARD.....3
SECTION 4. ELECTION AND TERM OF OFFICE AFTER DEVELOPMENT PERIOD4
SECTION 5. NO QUORUM AT ANNUAL MEETING5
SECTION 6. REMOVAL OF DIRECTORS5
SECTION 7. VOTING PROCEDURE FOR DIRECTORS.....5
SECTION 8. RECOUNT OF VOTES.....6
SECTION 9. MEETINGS.....7
SECTION 10. NOTICE OF BOARD MEETINGS7
SECTION 11. WAIVER OF NOTICE8
SECTION 12. QUORUM OF BOARD OF DIRECTORS8
SECTION 13. COMPENSATION.....9
SECTION 14. CONDUCT OF MEETINGS9
SECTION 15. OPEN MEETINGS9
SECTION 16. EXECUTIVE SESSION9
SECTION 17. ACTION WITHOUT A FORMAL MEETING9
SECTION 18. POWERS10

ARTICLE IV. OFFICERS12
SECTION 1. OFFICERS12
SECTION 2. ELECTION TERM OF OFFICE AND VACANCIES12
SECTION 3. REMOVAL12
SECTION 4. POWERS AND DUTIES12
SECTION 5. RESIGNATION.....12

SECTION 6. AGREEMENTS, CONTRACTS, DEEDS, LEASES, ETC..... 12
SECTION 7. COMPENSATION..... 12

ARTICLE V. COMMITTEES 13

ARTICLE VI. MISCELLANEOUS 13

SECTION 1. FISCAL YEAR 13
SECTION 2. CONFLICTS 13
SECTION 3. BOOKS AND RECORDS 13
SECTION 4. INDEMNIFICATION 13
SECTION 5. AMENDMENT 13

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Article I.
Name, Membership, and Definitions

Section 1. Name. The name of the Association is Sunset Hills Estates Homeowners Association, Inc. (the "**Association**").

Section 2. Membership. The Association has two (2) classes of membership, Class A and Class B, as set forth in the Declaration of Covenants, Conditions and Restrictions for Sunset Hills Estates recorded or to be recorded in the Official Public Records of Washington County, Texas (the "**Declaration**").

Section 3. Definitions/Gender. All capitalized terms used in these Bylaws have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Bylaws, include all persons regardless of gender.

Article II.
Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association are to be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors either in the Community or as convenient to the Members as possible and practical.

Section 2. Annual Meetings. An annual meeting of the Association must be held each year on a date and at a time designed by the Board of Directors.

Section 3. Special Meetings. The President may call special meetings. In addition, it is the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition setting forth a proper purpose for a meeting and signed by Members representing at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting must state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Association must send to each Member of the Association written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice by personal delivery or by mail be given at an address other than the Member's Lot, the Member must provide the alternative address for the purpose of receiving notice in writing to the Association at the Association's mailing or e-mail address set forth in its current recorded management certificate. Notice by electronic message must be sent to the e-mail address provided to the Association in writing by that Member. If mailed, notice must be served not less than ten (10) days nor more than sixty (60) days before a meeting. For an election or vote of Members not taken at a meeting, the Association must give notice of the election or vote to all

Members entitled to vote on any matter under consideration. The notice must be given not later than the twentieth (20th) day before the latest date on which a ballot may be submitted to be counted. If mailed, the notice of a meeting is deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If sent by electronic message, the notice is deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that, notice by such means is authorized by statute.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Association is deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, is deemed to be a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting is also deemed to be a waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

Section 6. Adjournment of Meetings. Except as provided in Article III, Section 5, of these Bylaws relating to the election of Directors, if any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at such adjourned meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to Members in the manner prescribed herein for a first called meeting.

Section 7. Voting. The voting rights of the Members are set forth in the Declaration; provided that, except for Directors elected or appointed by Declarant, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person or by proxy or, if implemented by the Association, by absentee ballot or by electronic ballot. Votes cast by Members must be in writing signed by the Member if the vote is cast (i) outside of a meeting, (ii) in an election to fill a position on the Board (unless the race is uncontested), (iii) on a proposed adoption or amendment of a dedicatory instrument, (iv) on a proposed increase in the amount of the Annual Maintenance Charge or proposed adoption of a Special Assessment, or (v) on the proposed removal of a Board member.

Section 8. Proxies. All proxies must be in writing and filed with the Association before or at the appointed time of each meeting. Every proxy is revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or (iv) expiration of eleven (11) months from the day of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. Proxies not delivered prior to the start of a meeting are not valid and will not be counted for quorum or any other purpose.

Section 9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by proxy, absentee or electronic ballot (as approved by the Board) of twenty

percent (20%) or more of the total votes of the Members as of the time of the meeting constitutes a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board of Directors, must keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 11. Action Without a Meeting of the Members of the Association. To the extent allowed by applicable law, any action which may be taken or is required to be taken at a meeting of the Association may be taken without a meeting if written consent is signed by Members holding the number of votes necessary to approve the action at a meeting. The written consent must (a) set forth the action to be taken and (b) be executed by the required number of Members as of the effective date set forth in the written consent. Any written consent adopted in accordance with this Section will have the same force and effect as a unanimous vote of the Members.

Article III.

Board of Directors: Number. Powers. Meetings

Section 1. Governing Body: Composition. The affairs of the Association will be governed by a Board of Directors. Prior to the end of the Development Period, Directors need not be Members of the Association. After the end of the Development Period, (i) Directors must be Members of the Association, and (ii) not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A person is not eligible to serve on the Board of Directors (including Directors appointed by Declarant) if the person has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

Section 2. Number and Term of Directors. The Board of Directors will be comprised of three (3) persons, unless the number of positions on the Board is increased by amendment to these Bylaws. Prior to the end of the Development Period, Directors will be appointed and removed by Declarant. Provided, however, not later than the tenth (10th) anniversary of the date the Declaration was recorded, one-third (1/3rd) of the Directors must be elected by Members other than Declarant. The term of each Director elected by Members other than Declarant will be two (2) years or until the Development Period expires and the entire Board is to be elected by the Members other than Declarant, whichever term is shorter.

Section 3. Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, at least thirty (30) days prior to the date of the annual meeting of the Members, the Association must send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice must specify a date by which a Member must submit his/her name as a candidate for election to the Board; the date may not be earlier than the tenth (10th) day after the date the Association sends the notice.

The notice required by this provision must be:

- a. mailed to each Member; or
- b. provided by:
 - i. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:
 - (1) in a place located on the Common Area or, with an Owner's consent, in a conspicuous manner on privately owned property within the Community; or
 - (2) on any Internet website maintained by the Association or other Internet media; and
 - ii. sending the notice by e-mail to each Member who has registered an e-mail address with the Association.

The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board, if elected. All Members who notify the Association by the stipulated deadline will be candidates whose names must be included in the notice of annual meeting sent to all Members and on the absentee or other ballot. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member will be a candidate for election to the Board. However, the Association is not obligated to send a supplemental notice to all Members advising of the names of any candidates who submit their names after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list must include the names of all candidates. Nominations for election to the Board will not be made by a nominating or other committee of the Association. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the date that voting in the election ceases. Nomination for election to the Board is not permitted from the floor at the annual meeting unless the person to be nominated is present at the meeting in person and confirms his/her desire to be a candidate for election to the Board.

Section 4. Election and Term of Office After Development Period. Upon the expiration of the Development Period, all of Directors will be elected by the Members. If the Board then consists of three (3) positions, one (1) Director will be elected for a term of one (1) year, and one (1) Director will be elected for a term of two (2) years, and one (1) Director will be elected for a term of three (3) years. If the Board then consists of five (5) positions, one (1) Director will be elected for a term of one (1) year, two (2) Directors will be elected for a term of two (2) years each, and two (2) Directors will be elected for a term of three (3) years each. Thereafter, at each annual meeting, the Members will elect the number of Directors necessary to fill the position on the Board that expire as of such annual meeting, each to serve a term of three (3) years. If the number of positions on the Board of Directors is increased above five (5), the terms of the additional positions must be staggered in a consistent manner. The candidates receiving the highest number of votes will be elected to fill such positions, regardless of the number of votes cast. In the first election after the expiration of the Development Period, the candidates receiving the highest number of votes will fill the positions with the longest terms.

Section 5. No Quorum at Annual Meeting. If an election of Directors by Members other than Declarant cannot be conducted at an annual meeting because a quorum is not established, the Board of Directors may adjourn the meeting without any notice being required other than an announcement at the meeting and reconvene five (5) minutes after adjournment. At the reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first meeting. If a quorum is not present at the reconvened meeting, the Board of Directors may adjourn the reconvened meeting without any notice being required other than an announcement at the meeting and again reconvene five (5) minutes after adjournment of the reconvened meeting. At the second reconvened meeting, the quorum requirement will be one-half (½) the quorum requirement for the first reconvened meeting. This procedure will be repeated, as necessary, with the quorum requirement being reduced, until a quorum is present and the election of the appropriate number of Directors may then be conducted.

Section 6. Removal of Directors. Any Director elected by the Members (i.e., not Directors appointed by Declarant) may be removed from the Board, with or without cause, by the affirmative vote of a majority of the Members at a special meeting called for that purpose or at an annual meeting at which a quorum is present; provided that, notice of the proposed removal must be given in the notice of the meeting. The provision for reduction of quorum described in Article III, Section 5, above, shall not be permitted in the event of the proposed removal of a Director pursuant this Section 6. In the event of the removal of a Director, a successor for the removed Director must be elected by a majority vote of the Members who are present and voting (either in person or by proxy or absentee ballot) at the meeting at which the Director was removed. The Director whose removal is proposed must be given the opportunity to be heard at the meeting. Provided that, 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 has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately removed. Any Director may also be removed by a vote of a majority of the remaining Directors as the result of the Director's failure, without just cause, to attend three (3) consecutive, regularly scheduled meetings of the Board of Directors. "**Just cause**" means an event that, in the reasonable, good faith judgment of the Board, prevents a Director from attending a meeting and includes, without limitation, death or serious injury to a member of the Director's family or other person with whom the Director has a long-term relationship, a mental or physical ailment or impairment that prevents the Director from attending a meeting, and any mandatory business engagement related to the Director's livelihood and/or employment. Vacancies on the Board caused by reasons other than removal by a vote of the Members will be filled by the remaining Directors. A Director elected or appointed to fill a vacancy on the Board will serve the unexpired term of his predecessor.

Section 7. Voting Procedure for Directors. Except as otherwise provided in these Bylaws, the election of the Board of Directors will be conducted at the annual meeting of the Association. At such election, the Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Voting for Directors must be in writing and signed by the Member, except in the case of an uncontested race, in which event the candidate may be elected by acclamation.

Section 8. Recount of Votes. Any Member may demand a recount of the votes of an election. A request for a recount must be submitted not later than the fifteenth (15th) day after the later of (i) the date of the meeting at which the election or vote was held or (ii) the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either:

- (1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the last recorded management certificate; or
- (2) in person to the Association's managing agent as reflected on the last recorded management certificate or to the address to which absentee ballots and proxy ballots are mailed.

The Association must estimate the costs for performing a recount by a person qualified to tabulate votes as set forth below and must send an invoice for the estimated costs to the Member requesting a recount to the Member's last known address according to the Association records not later than the twentieth (20th) day after the date on which the Association received notice of the request for a recount. The Member demanding a recount must pay such invoice in full on or before the thirtieth (30th) day after the date the invoice is sent to the Member. If the Member does not timely pay the invoice, the demand for recount is considered withdrawn and a recount is not required. If the actual costs are different than the estimate, the Association must send a final invoice to the Member on or before the thirtieth (30th) business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Member, any additional amounts not paid to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Member may be added to the Member's account as an assessment. If the estimated costs exceed the final invoice amount, the Member is entitled to a refund. The Association must issue a refund to the Member at the time the Association sends the final invoice under this paragraph.

Only after payment is received, the Association must, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association must enter into a contract for the services of a person who is not a Member of the Association or related to a member of the Board of Directors of the Association within the third degree by blood or marriage and is a:

- (a) current or former county judge;
- (b) current or former county elections administrator;
- (c) current or former justice of the peace;
- (d) current or former county voter registrar; or
- (e) person agreed on by the Association and the Member requesting the recount.

On or before the thirtieth (30th) day after the date the Association receives payment for a recount in accordance with this Section, the recount must be performed and the Association must provide the Member who requested the recount with notice of the results of the recount. If (but only if) the recount changes the results of the election, the Association must reimburse the requesting Member for the cost of the recount not later than the thirtieth (30th) day after the date the results of the recount are provided. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by the recount.

Section 9. Meetings. Regular meetings of the Board of Directors may be held at such time, date, and place as determined from time to time by a majority of the Directors, but, after the expiration of the Development Period, at least four (4) such meetings must be held during each fiscal year with at least one (1) per quarter.

Special meetings of the Board of Directors must be held when called by the President of the Association or by any two (2) Directors. The notice must specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice must be given to each Director by any one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by email. All such notices must be given or sent to the Director's address or email, as shown on the records of the Association. Notices sent by first class mail must be deposited into a United States mailbox, at least four (4) days before the time set for the meeting.

In addition to in-person Board meetings, the Board of Directors may also participate in and hold regular or special meetings by means of:

- (1) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or
- (2) another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - (a) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and
 - (b) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 10. Notice of Board Meetings. Upon the expiration of the Development Period, the Board of Directors must give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, plus a general description of any matter to be brought up for deliberation in closed executive session. During the Development Period, Members must be given notice of Board meetings only when the following matters will be voted on:

- (1) adopting or amending the governing documents, including the Declaration, Bylaws, and Rules and Regulations of the Association;
- (2) increasing the amount of the Annual Maintenance Charge or adopting or increasing a Special Assessment;

- (3) electing Directors by the Members other than Declarant or establishing a process by which Directors are elected by Members other than Declarant; or
- (4) changing the voting rights of Members of the Association.

A notice of a Board meeting, as required above, must be:

- (a) mailed to all Members not less than ten (10) days nor more than sixty (60) days before the date of the meeting; or
- (b) provided at least 144 hours before the start of a regular meeting and at least 72 hours before the start of a special meeting by:
 - i. being posted in a conspicuous location, either in a Common Area, on the Association's website or (with the Owner's consent) on other conspicuously located privately owned property in the Community; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

Without prior notice to the Members, during or after the Development Period, the Board may also take action on routine and administrative matters or on a reasonably unforeseen emergency or urgent necessity that requires immediate Board action and such other items as may be allowed by law; any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

It is a Member's duty to register and keep an updated email address with the Association for the purpose of notice to the Members under this Section.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue and business may be transacted, notwithstanding the withdrawal of one or more Directors during the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than three (3) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for

reconvening the meeting is fixed by those in attendance at the original meeting, no further notice of the time and place for reconvening the meeting is required. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken is approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

Section 13. Compensation. No Director may receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred in connection with Association business. Directors may receive compensation from the Association when acting at the request of the Association other than in the capacity of Director.

Section 14. Conduct of Meetings. A chairperson will preside over all meetings of the Board of Directors and the Secretary or other person designated by the Board must keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. After the Development Period, all meetings of the Board of Directors must be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors has the authority, after an initial warning, to cause that Member to be removed from the meeting.

An open meeting may be held by electronic or telephonic means provided that (i) each Director may hear and be heard by every other Director, (ii) all Members in attendance at the meeting may hear all Directors (except during any portion of the meeting conducted in executive session), (iii) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate, and (iv) the notice of the meeting includes instructions for Members to access any communication method used or expected to be used by a Director to participate.

Section 16. Executive Session. The Board of Directors may adjourn a regular or special meeting and reconvene in a 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. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing any information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 17. Action Without a Formal Meeting. The Board of Directors may act outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if

each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote may not be less than twenty-four (24) hours or more than seventy-two (72) hours. Any action taken without notice to Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. However, after the Development Period, the Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with Section 10 of this Article, consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in the Annual Maintenance Charge;
- (f) levying Special Assessments;
- (g) appeals from a denial of architectural control approval;
- (h) 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;
- (i) lending or borrowing money;
- (j) the adoption or amendment of a dedicatory instrument;
- (k) the approval of an annual budget or the approval of an amendment of an annual budget;
- (l) the sale or purchase of real property;
- (m) the filling of a vacancy on the Board;
- (n) the construction of capital improvements other than the repair, replacement or enhancement of existing capital improvements; or
- (o) the election of an officer.

Section 18. Powers. The Board of Directors is responsible for the affairs of the Association and has all the powers necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Certificate of Formation of the Association, or these Bylaws directed to be done and exercised exclusively by the Members. Such decisions will be made in the Board's sole and absolute discretion.

The President has the authority to act on behalf of the Board of Directors on all matters relating to the duties of a managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the powers and responsibilities set forth in these Bylaws or by any resolution of the Association that may be adopted, the Board of Directors has the power to, and is responsible for, the following (by way of explanation, but not limitation):

- (a) Preparing and adopting an annual budget;
- (b) Levying Annual Maintenance Charges to defray the common expenses, establishing the means and methods of collecting such Annual Maintenance Charges, and establishing the

period of the installment payments, if any, of the Annual Maintenance Charges. Unless otherwise determined by the Board of Directors, the Annual Maintenance Charges will be collected annually in advance.

(c) Providing for the operation, care, upkeep, and maintenance of any Common Areas.

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

(e) Collecting Annual Maintenance Charges, Special Assessments, other types of assessments and fees provided in the Declaration, and other sums, depositing the proceeds thereof in a bank depository, which it approves, and using the proceeds to administer the Association.

(f) Making and amending Rules and Regulations for the Association, including Rules relating to the imposition of fines for violations.

(g) Opening bank accounts on behalf of the Association and designating the signatories required.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing, by legal means, the provisions of the Declaration, the Residential Guidelines, these Bylaws, and the Rules and Regulations adopted by the Board, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, as provided in the Declaration, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records must be kept in accordance with generally accepted accounting practices and made available for review as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not in limitation, the status of the Association, the status of payment of Annual Maintenance Charges and other assessments and charges on a Lot and the status of compliance with the provisions of the Declaration,

and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

Article IV. **Officers**

Section 1. Officers. The officers of the Association will be the President, Vice-President, Secretary and Treasurer. The Board of Directors may select, appoint and/or remove such other officers, as it deems appropriate, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election Term of Office and Vacancies. The officers of the Association will be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors, at a duly called meeting of the Board, at which a quorum is present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The Chief Executive Officer of the Association is the President. The Treasurer has primary responsibility for the preparation of the budget, as provided for in the Declaration, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance committee or a managing agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation will be effective 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 is not necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association must be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 7. Compensation. No officer may receive any compensation from the Association for acting in such capacity.

Article V.
Committees

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees may perform such duties and have such powers as may be provided in the resolution creating same. Each committee will be composed and operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI.
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association will be the calendar year.

Section 2. Conflicts. If there are conflicts or inconsistencies among the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and/or any Rules and Regulations of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, the Bylaws, and the Rules and Regulations of the Association (in that order) will prevail.

Section 3. Books and Records. Books and records of the Association must be retained by the Association in accordance with the Association's Records Retention Policy. Books and records of the Association are available to Members for review in accordance with the Association's Open Records Policy.

Section 4. Indemnification. The Association must indemnify a Director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 5. Amendment. These Bylaws may be amended by the affirmative vote of a majority of the members of the Board of Directors of the Association at a meeting of the Board of Directors duly called for that purpose at which a quorum is present, subject to any notice requirements imposed by law.

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CERTIFICATE OF SECRETARY
of
SUNSET HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

I, Daniel Marcheli, Secretary of Sunset Hills Estates Homeowners Association, Inc., a Texas non-profit corporation, ("Association"), do hereby certify that the foregoing "Bylaws of Sunset Hills Estates Homeowners Association, Inc." was adopted at a meeting of the Board of Directors of the Association on the 4 day of August, 2022.

TO CERTIFY WHICH WITNESS MY HAND on this 4 day of August, 2022.

**SUNSET HILLS ESTATES HOMEOWNERS
ASSOCIATION, INC.**

By: *Daniel Marcheli*
Name: DANIEL MARCHELI
Its: Secretary

STATE OF TEXAS §
 §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the 4 day of August, 2022 by Daniel Marcheli, Secretary of Sunset Hills Estates Homeowners Association, Inc., on behalf of said corporation.

Anna Nguyen
Notary Public in and for the State of Texas

