

**SUMMER CREEK HOMEOWNERS ASSOCIATION, INC.**

**A NON-PROFIT CORPORATION**

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**BY-LAWS**

**EFFECTIVE NOVEMBER 1, 2004**

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**ARTICLE I**

**PURPOSE AND APPLICABILITY**

The name of the association is the Summer Creek Homeowners Association, Inc. The Association is a non-profit corporation organized under the Texas Non-Profit Corporation Act formed to govern the property in the three phases of Summer Creek.

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

**ARTICLE II**

**DEFINITIONS**

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

- (a) "Association" shall mean Summer Creek Homeowners Association, a non-profit corporation organized pursuant to the Texas Non-Profit Corporation Act.
- (b) "Board of Directors" or "Board" shall mean the governing body of the Association, elected pursuant to the Bylaws of the Association.
- (c) "Common Properties" shall mean Common Properties as defined in the Declaration.
- (d) "Declaration" shall mean and refer to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions, date July 31, 1987 for Phase I, December 10, 1990 for Phase II and March 24, 1994 for Phase III, applicable to the Properties recorded in the Deed Records of Tarrant County, Texas, and shall mean and refer to any amended or supplemented Declaration of Covenants, Conditions and Restrictions

hereafter adopted from time to time as therein provided.

- (e) "Officer" or "Officers" for the purposes of this Association, shall refer to the President (who shall be a member of the Board of Directors), a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time create.
- (f) "Landscaped Rights-of-Way" shall mean and refer to the Landscaped Rights-of-Way as defined in the Declaration.
- (g) "Lot" shall mean and refer to a Lot as defined in the Declaration.
- (h) "Member" shall mean and refer to a Member as defined in the Declaration.
- (i) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust or lien who has given to the Association written notice that it is the beneficiary under or holder of a deed of trust or lien affecting all or any part of the Properties.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple (or undivided fee simple) title to any Lot, but, notwithstanding any applicable theory of mortgages, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to one or more Lots pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (k) "Phase I, II and III" shall mean the three respective phases of construction within Summer Creek.
- (l) "Properties" shall mean and refer to any and all real property within Summer Creek and all real property described on the Subdivision Plat, together with such additions as may hereafter be made thereto.
- (m) "Subdivision Plat" shall mean and refer to all respective maps, plats and replats of the Summer Creek and Summer Creek Addition, recorded in the Map Records of Tarrant County, Texas and as the same may be amended or supplemented from time to time.

### **ARTICLE III**

#### **OFFICES**

Section 1. Principal Office. The principal point of contact of the Association shall be the elected President who shall also be a resident of Summer Creek. The official address is the post office box maintained by the Association currently at P.O. Box 330364, Fort Worth,

Texas, (until otherwise designated by the Board) and/or the address of the President of the Association.

Section 2. Other Offices. The Association may also have offices at such other places, within the State of Texas, as the Board of Directors may from time to time determine or as the business of the Association may require.

#### **ARTICLE IV**

##### **MEMBERSHIP**

Section 1. Membership. Pursuant to Article II of Declarations for Phases I, II and III, every owner (including the transferee of an Owner who becomes an Owner by the acquisition of an original purchase or transfer of the fee or undivided fee interest in a Lot, whether by foreclosure, deed in lieu of foreclosure or otherwise) is required to, and shall, become Member of the Association and membership shall become automatic upon transfer of title. Member is entitled to all rights and subject to all duties of the Members, as herein provided, including the rights with respect to the Common Properties, subject, however, to the terms and provisions hereof. The term "Member" is further defined to include and refer to the executors, personal representatives and administrators of any Member, and all other persons, firms or corporations, acquiring or succeeding to the title of the Member by sale, grant, will, foreclosure, extension, or by any legal process, or by operation of law, or in any other legal manner. The interest of each Member in the Association shall not be assigned, hypothecated or transferred in any manner whatsoever except as an appurtenance to a Lot.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article IV of the Declaration (incorporated herein and made a part hereof for all purposes).

Section 3. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights, right to the use of the Common Properties, and eligibility to participate in any Association function of such Member, such Member's tenants, and each individual residing with either of them in any improvements located on the Lot owned by such Member, may be suspended by the Board of Directors after notice and hearing if requested by Member until such assessment has been paid. Such rights of a Member, a Member's tenants, and each individual residing with either of them in any improvements located on such Member Lot, may also be suspended after notice, and after a hearing, if a hearing is requested by the Member, for violation of any rules and regulations established by the Board of Directors, or for failure to meet any obligation imposed by the Declaration upon such Member, his tenants, or any individual residing with either of them on any improvements located on such Member's Lot.

## ARTICLE V

### BOARD OF DIRECTORS; ESTABLISHMENT; TERM OF OFFICE; COMPENSATION;

Section 1 Number; Qualifications. The responsibilities and affairs of this Association shall be managed by a Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) members, the exact number to be fixed from time to time by the Members entitled to cast a majority of the votes in the Association. Directors shall be residents of Summer Creek in the County of Tarrant, State of Texas. Members of the Board of Directors shall be restricted to Owners or Spouses of Owners who are in good standing within the Association. If an Owner is a partnership or corporation, any partner or officer thereof shall qualify as an Owner solely for the purpose of membership on the Board. Owners whose membership is suspended are not eligible to serve in any capacity within the governing structure of the Association or on any committee. Any failure to pay yearly dues while serving will result in immediate removal from that office or position.

Section 2 Compensation. Directors shall serve without pay unless expressly approved by the Members entitled to cast a majority of the votes in the Association. However, a Director may be reimbursed for his or her actual expenses incurred in the performance of the Director's duties.

Section 3 Term. The Directors of the Association shall hold office for two (2) years unless he or she shall sooner resign, be removed, or otherwise disqualified to serve. Directors in good standing are eligible to serve consecutive terms with no limits. Directors removed or who resigned for reasons other than personal hardship (as determined by the Board) must wait one full term before again being eligible to be considered for Director. If any Director ceases to be an Owner or the spouse of an Owner, his/her membership on the Board shall thereupon terminate.

Section 4. Death, Resignation and Removal; Filling Vacancies. Any Director may resign at any time by giving written notice to the other Directors. Any vacancy in the Board shall be filled by the other Directors by majority vote at a special or regular meeting of the Board of Directors.

Section 5. Elected Directors Within Same Household. When two members of the same household hold elected positions, only one may have signature privileges on behalf of the Association.

Section 6. Indemnification of Officers and Directors. Except in cases of fraud, willful malfeasance gross negligence or bad faith of the Director or Officer in the performance of duties, and subject to the provisions of applicable Texas law, each Director and Officer as defined herein shall be indemnified by the Association and the Members against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceedings to which he or she may be

a party, or may become involved by reason of being or having been a Director or Officer of the Association.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1 Place of Meeting. Meetings of the Board of Directors, regular or special, shall be held within the City of Fort Worth.

Section 2 Regular Meetings. Regular meetings of the Board of Directors may be held with or without notice to Members, at such place and hour as deemed convenient to Board Members.

Section 3 Special Meetings Special meetings of the Board of Directors may be held with or without notice to Members and may be called by the President and shall be called by the secretary on the written request of two (2) Directors. Written notice of special meetings of the Board of Directors shall be given to each Director at least three (3) days before the date of the meeting unless waived by the Directors. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need to be specified in the notice or waiver of notice of such meeting.

Section 4. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, disciplinary matters, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written (including e-mail) approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. The Board may hold duly called meetings between Directors by conference, telephone or other similar communications equipment by means of which all participants in the meeting can hear or communicate with each other.

Section 6. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by the Declaration or by these By-laws. If a Quorum shall not be present at any meeting of the Board of Directors, the Directors present there at may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

## **ARTICLE VII**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1 Nomination. Members of the Association may be considered for nomination by contacting any current Board Member or Officer and expressing their interest in a given position. Members may also be nominated by other members. In the event that only one individual has expressed interest in a position, the Board of Directors will, by prior notification, present to the membership for consideration a slate of candidates endorsed by the Board to be elected as a group or individually. Nominations may also be made from the floor at the annual meeting.

Section 2. Secretary to Preside. It shall be the responsibility of the Secretary to conduct the Election to the Board of Directors at the annual owners' meeting. The floor shall be relinquished to the Secretary who will have control of the meeting for that purpose until elections are completed. In the event that the Secretary is absent, any Board member may act as his or her replacement.

Section 3 Election Procedure. Election to the Board of Directors shall be held at the annual owners' meeting. At such election the Members or their proxies may cast as many votes as they are entitled to exercise. All elections shall be conducted by a verbal vote of acclamation and/or show of hands.

## **ARTICLE VIII**

### **OFFICERS**

Section 1. Enumeration of Officers. The officers of this Association shall be as follows: a President, who shall be at all times a Member of the Board of Directors; a Vice President of Deed Restrictions, a Vice President of Landscaping, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The Board of Directors shall elect the officers immediately following the annual meeting of the Owners. All officers shall be Members of Summer Creek.

Section 3. Term. The officers of this Association shall be elected by the Board and each shall hold office for two (2) years unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers in good standing are eligible to serve consecutive terms with no limits. Officers removed or who resigned for reasons other than personal hardship (as determined by the Board of Directors) must wait one full term before again being eligible to be considered for an Officer position. If any Officer ceases to be an Owner or the spouse of an Owner, his/her position as an Officer shall thereupon terminate.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require. Each Special Appointment shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces. That officer must then be elected by the normal procedure if he or she wishes to remain in office.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of a vacancy whereby that officer will only remain in that office while awaiting a meeting to appoint or elect a replacement.

Section 8. Elected Officers Within Same Household. When two members of the same household hold elected or appointed offices, only one may have signature privileges on behalf of the Association.

## **ARTICLE IX**

### **DUTIES OF OFFICERS**

Section 1. Duties. The duties of the Officers are as follows:

#### The President

- (a) The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/She shall execute bonds, mortgages and other contracts; except, where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be permitted or authorized by the Board of Directors to be done by some other officer or agent of the Association. The President, with just cause, may call for an independent audit of the Association books and financial records.

#### The Vice President of Deed Restrictions

- (b) The Vice President of Deed Restrictions shall ensure compliance with the Declarations.

The Vice President of Landscaping

- (c) The Vice President of Landscaping shall oversee maintenance and/or improvement of all common properties in the Association.

The Secretary

- (d) The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members. The Secretary shall record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He/She shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as many be prescribed by the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President. He/She shall keep in safe custody the seal, if applicable, of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his/her signature or by the signature of the Treasurer.

The Treasurer

- (e) The Treasurer shall have the custody of the corporate funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.
- (f) The Treasurer shall disburse the funds of the Association as may be authorized by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Association.
- (g) If required by the Board of Directors, the Treasurer shall, at the expense of the Association, give the Association a bond in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his/her office, and for the restoration to the Association, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his/her control belonging to the Association at the time of his or her death, resignation, retirement or removal from office,.



- (h) The Treasurer shall participate in an independent audit of the Association books when requested by the President of the Association, and shall prepare (i) an annual budget and (ii) a statement of income and expenditures, to be presented to the Membership at its regular annual meetings, a copy of each report shall be made available to each Member upon written request.

## **ARTICLE X**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1 Powers. The business and responsibilities of the Association shall be managed by its Board of Directors, which may exercise all such powers which are not by law, the Declaration, the Articles or these Bylaws directed or required to be exercised and done by the Members. The power and authority of the Board of Directors shall include, but shall not be limited to, all powers, duties and authority vested in or delegated to the Board of Directors in the Declaration.

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

- (a) to keep all books and records of the Association in accordance with generally accepted accounting principles;
- (b) To supervise all agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration,
  - (i) to fix the amount of the annual assessment against each Lot, as provided in Article IV of the Declarations, and
  - (ii) to send written notice of each assessment to every Owner subject thereto, as provided in Article IV of the Declarations;
- (d) to issue, or to cause an appropriate office to issue, upon demand by any person, documentation setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of this documentation. If such documentation states an assessment has been paid, such documentation shall be conclusive evidence of such payment;
- (e) to procure and maintain adequate liability and hazard insurance on property owned by the Association and to adjust the amount, to collect, and to use any insurance

proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess all Lots in proportionate amounts to cover the deficiency;

- (f) to procure and maintain adequate fidelity coverage to protect against dishonest acts by officers, officers, trustees and other employees of the Association having fiscal responsibilities and all others who are responsible for handling funds of the Association;
- (g) to cause the Common Properties and Landscaped Right-of-Way to be maintained; and
- (h) to perform any and all other duties and exercise any and all other powers specified in either the Declaration of the Articles.

Section 3 Fiscal Limitations. The Board's powers and duties hereinabove enumerated shall be limited in that the Board shall not have the authority to acquire and pay for any structural alterations, capital additions to, or capital improvements of the Common Properties or Landscaped Rights-of-Way in excess of the approved annual budget (other than for purposes of replacing or restoring portions of the Common Properties or Landscaped Rights-of-Way, subject to all the provisions of the Declaration). This is exclusive of any insurance proceeds applied to such alterations, additions, improvements, or repair of damages.

Section 4. Additional Limitations. Additionally, Directors acting in their individual capacity as a Director, or acting as a group of Directors, shall be expressly forbidden to mediate in any disputes of a personal or professional nature between Owners and/or Members, or any situation that clearly does not encompass the business or best interests of the Association. Directors may act on their own recognizance not in the capacity of their Board position to mediate in any disputes of a personal or professional nature between owners and/or members.

## **ARTICLE XI**

### **COMMITTEES**

The Board of Directors, by resolution adopted by a majority of the Board, may designate one (1) or more Members of the Association to constitute committees for the purpose of carrying out special functions of the Association. Committees, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board of Directors as required by the nature of their function. Vacancies in the membership of any committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The committee shall keep record of their proceedings and report the same to the Board of Directors when requested.

## **ARTICLE XII**

### **MEETING OF MEMBERS**

Section 1. Annual Meeting. A regular annual meeting of Members shall be held every October. All Board Members are required to be present at this meeting. The date and time of the annual meeting will be set at the Board's discretion, so as facilitate the presence of all Board Members being present.

Section 2 Place of Meetings. Meetings shall be held in a location suitable for Members to attend without undue difficulty. Ideally, this location shall be within a five mile radius of Summer Creek.

Section 3 Special Meetings. Special meetings of the Members shall be called by the President upon written request of either (a) two (2) members of the Board of Directors, or (b) Members entitled to cast one-fourth (1/4<sup>th</sup>) of the votes in the Association.

Section 4. Notice. Written notice of each annual meeting, and written notice each special meeting of the Members, specifying the date, hour, and place of the meeting, shall be delivered, not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting, to each Owner (and, upon request of such Mortgagee, to each Mortgagee so requesting notice of meetings, which shall be permitted to designate a representative to attend all such meetings. In addition, signs stating the date, hour and place of the meeting, shall be posted at each of the four exit points of Summer Creek. Notices of special meetings shall in addition specify the general nature of the business to be transacted at the meeting.

Section 5. Purposes. The purpose of the annual meeting shall be to elect new Board Members, distribute and discuss financial information, give updates on the past years events and provide guest speakers an opportunity to address the Association. It will also provide the Membership with a forum to address the Board and discuss issues related to the Association. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6 Quorum. The presence at any meeting of one tenth (1/10<sup>th</sup>) of the households (a total of 32 households) of the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at the annual meeting, the members present, though less than a quorum, may adjourn the meeting to a later date and give notice of the new date to all Members as provided in Section 4 of this Article XI, and at the second meeting whatever members are present shall constitute a quorum.

Section 7. Majority Vote. The vote of Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members' meeting, unless the vote of a greater number is required by law, or the Declaration, or these Bylaws.

Section 8. Voting Rights. Each Member may cast as many votes as he or she is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member is more than one record Owner of a Lot, any or all of the record Owners may attend and vote at any meeting of the Members, but in no event shall more than one vote be cast with respect to any Lot. Cumulative voting is not permitted.

Section 9 Proxies. Any Member may attend and vote at any meeting of Members in person or by an agent duly appointed by an instrument in writing signed by the Member and filed with the Board of Directors at least twenty (20) days prior to the date of the meeting of the Members. Whenever there is more than one (1) record Owner of a Lot, any designation of an agent to act for such record Owners must be signed by all such record owners. Unless otherwise provided in writing, any designation of an agent to act for a Member may be revoked at any time by written notice to the Board of Directors and shall be deemed revoked when the Board of Directors shall receive actual notice of the death or judicially declared incompetence of such Member or of the conveyance by such Member of his Lot. Upon the death of a Member, the legal representative of the Member's estate shall have the right to vote for that Member and the legally appointed guardian of a Member who has been judicially declared to be incompetent shall have the right to vote for such Member.

Section 10. List of Members. The Treasurer, having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. This list shall be arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 11. Record Date. The Board of Directors may fix in advance a date, not exceeding thirty (30) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, and any adjournment thereof. In such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date is fixed as aforesaid.

Section 12. Action Without Meeting. Any action required by the statutes to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect to the subject matter thereof.

## **ARTICLE XIII**

### **NOTICES**

Section 1 Delivery. Any notice to a Director, Officer or Member shall be in writing and effective upon delivery to the Director, Officer or Member at the address of his or her lot, or at such other address as may be given in writing to the Board of Directors by the Director, Officer or Member.

Section 2. Waivers. Whenever any notice is required to be given to any Director, Member or Officer by law, the Declaration, the Articles, or these Bylaws, a waiver thereof in writing (including via e-mail), whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Attendance at Meetings. Attendance of any Director, Member or Officer at a meeting shall constitute a waiver of notice of such meeting, except when a Director, Member or Officer attends a meeting for the express purpose of objecting to the transaction or any business on the ground that the meeting is not lawfully called or convened.

## **ARTICLE XIV**

### **BOOKS AND RECORDS**

The Declaration, the Articles, these Bylaws, and the books, records and financial statements of the Association shall at all times, upon written request and under other reasonable circumstances, be subject to inspection by any Member. Copies of the Declaration, the Articles and these Bylaws of the Association may be obtained by any owner upon written request by the most efficient and cost effective means available.

## **ARTICLE XV**

### **CORPORATE SEAL**

The Board of Directors may elect to have a corporate seal. If such an election is made, the seal of the Association shall in the form as may be approved by the Board of Directors.

## **ARTICLE XVI**

### **AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Members or Directors, by a vote of the Members or Directors, as the case may be, entitled to cast a majority of the votes of a quorum of the Members or Directors present in person or by the Members present by proxy; provided, that no amendment shall be made which would cause the Bylaws to be in conflict with the terms of provisions of the Declaration.

**ARTICLE XVII**

**CONFLICTS**

In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XVIII**

**FISCAL YEAR**

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Summer Creek Homeowners Association, have duly adopted these Bylaws this 25<sup>th</sup> day of October, 2004.

\_\_\_\_\_  
Michael Noskin, President

\_\_\_\_\_  
Anthony Stutts, Vice-President

\_\_\_\_\_  
Jay White, Vice-President

\_\_\_\_\_  
Pamela Simpson, Secretary

\_\_\_\_\_  
Ann White, Treasurer