



NOW THEREFORE, pursuant to the authority granted to the Board of the Texas Business Organizations Code, the Board hereby amends the Bylaws as follows:

**Article III, Section 2 is amended to read as follows:**

**Board Meetings**

- (a) Definition. A Board meeting means a deliberation between a quorum of the voting directors or between a quorum of the voting directors and another person, during which Association business is considered and the Board takes formal action. A Board meeting does not include the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not take and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.
- (b) Open Board Meetings. Regular and special Board meetings must be open to the Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session. Regarding all open meetings, Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. The Board may not, without prior notice to Members consider or vote on any of the following issues:
  - 1. Fines;
  - 2. Damage assessments;
  - 3. Initiation of foreclosure actions;
  - 4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a thread to health or safety;
  - 5. Increases in assessments;
  - 6. Levying of special assessments;
  - 7. Appeals from a denial of architectural approval;
  - 8. A suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue.
- (c) Executive Session. The Board may close a portion of its meetings for the purpose of discussing 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 affecting 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 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.

- (d) Recess. If the Board recesses to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this provision. If the meeting is continued to the next business day, and the Board again continues the meeting to another day, the Board shall give notice of continuation in at least one of the manners described above, within two (2) hours after adjourning the meeting being continued.
- (e) Meeting Process. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to Members if:
  - 1. each director may hear and be heard by every other director; or
  - 2. the Board may take action by unanimous written consent to consider routine and administrative matters or reasonably unforeseen emergency or urgent necessity that requires immediate action by the Board.
- (f) Meeting Minutes. Any action taken without notice to the Members must be summarized orally, including estimation of expenditures approved at the meeting, and documented in the Minutes of the next regular/special Board meeting.
- (g) Conduct of Meetings. The President, or his/her designee, shall preside over all meetings of the Board, and the Secretary, or his/her designee, shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

**Article III, Section 3, is amended to read as follows:**

**Notice of Meetings**

Notice to the Members of the date, hour, place and general subject of regular or special Board meetings, including a general description of any matter to be brought up for deliberation in executive session, shall be:

1. mailed to each Member not later than 10<sup>th</sup> day or earlier than 60<sup>th</sup> day before the date of the meeting; or
2. provided at least 72 hours before start of the meeting by:
  - (a) posting in conspicuous manner reasonably designed to provide notice to the Members;
  - (b) in a place located on the Association's common property, or on Member's property with their consent, or other property within the subdivision;
  - (c) on any internet website maintained by the Association or other internet media.
  - (d) sending notice by text message to each member who has registered a cellular telephone number with the Association; and
  - (e) sending notice by email to each Member who has registered an email address with the Association.
3. it is the Member's duty to keep an updated cellular telephone number and email address registered with the Association.
4.
  - (a) The owner or owners of a lot on the Property shall have one and the same mailing address registered with the Association to be used by the Association for ailing of assessment statements, notices, demands and all other communications, *as required by law*, and such registered address shall be the only mailing address of such owner(s) required to be used by the Association.
  - (b) *Any communication not required by law to be sent via first class mail shall be sent through text message to a cellular telephone number or via email to the email address provided by the owner(s) to the Association.*
  - (c) *By providing the Association with a cellular telephone number capable of accepting text messages, the owner(s) agree any fees associated with the sending or receiving text messages from the Association are strictly the owner(s) responsibility to pay.*
  - (d) Such registered address, *cellular telephone number or email address* shall be deemed *the only mailing address, cellular telephone number or email address of the owner(s) of the lot* unless notice of a different mailing address, *cellular telephone number or email address* is furnished by such owner(s) to the Board. Such notice of a different registered address, *cellular telephone number or email address* shall be in written form

signed by all owner(s) of the applicable lot or by such person as are authorized by law to represent the interest of such owner(s).

**Article IV, Section 5, shall be amended to read as follows:**

**Section 5**

**Powers and Duties.** The Board shall have all powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Property. The Board may do all such acts and things except as by law, these Bylaws or the Declaration may not be delegated 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:

- (a) To establish such reasonable Rules and Regulations as may be necessary for the operation and use of the Common Property and/or the rights of and uses by owners with respect to the Sideyard Easement (as defined in the Declaration) with the right to amend such Rules and Regulations from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member promptly upon the adoption thereof.
- (b) To construct, reconstruct, manage, maintain and keep in good order, condition and repair all of the Common Property and all property owned or leased by the Association.
- (c) To prepare an annual budget for the operation of the Common Property and the Association as provided in the Declaration.
- (d) To determine the amount of assessments payable by the members to meet the expenses of operating the Common Property and to allocate and assess such amounts among the members according to the Declaration and these Bylaws; to decrease or increase the amount of the annual assessments; and to levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, additional capital expenses, because of emergencies or for any other permitted purpose.
- (e) To collect delinquent assessments by suit or otherwise and to enforce compliance with the provisions of the Declaration, these Bylaws and the Rules and Regulations applicable to the Common Property by appropriate means, including, without limitation, the expenditure of funds of the Association, the employment of attorneys and the commencement and prosecution of lawsuits. To provide for and collect interest on delinquent assessments at a rate (not to exceed the maximum rate allowed by law) set by the Board from time to time or authorized by the Declaration. The Board shall give each member notice of the rate of interest from time to time set by the Board. No late fee on an assessment may be levied for more than Twenty Five Dollars (\$25.00) per day. To levy and collect reasonable fines against members for violations of the provisions of these

Bylaws and the Rules and Regulations applicable to the Common Property. No fine may be levied for more than Twenty Five Dollars (\$25.00) for any one violation; provided, each day a violation continues after notice is given to the member shall be a separate violation. If a member makes a written request to the Board for a hearing, the fining shall be suspended until the hearing is held. Fines shall be deemed special assessments and may be collected as such by the Association.

- (f) To enter into contracts within the scope of its duties and powers.
- (g) 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.
- (h) To keep and maintain full and accurate books and records showing all of the receipts, expenses and disbursements of the Association in accordance with generally accepted accounting principles, consistently applied, and to permit examination of such books and records (not more often than quarterly) by each of the members, any mortgagee of a lot and insurers of improvements on a lot at convenient hours on working days as set by the Board and announced for general knowledge. At the request of the President of the Association or a Majority (51%) of the members of the Association, the Board shall cause a complete audit of the books and accounts of the Association, at the expense of the Association, by an outside certified or public accountant.
- (i) To prepare and deliver annually to each member a statement showing receipts, expenses and disbursements of the Association since the last such statement.
- (j) To designate, hire and dismiss the personnel necessary for the maintenance and operation of the Common Property, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which supplies, equipment and materials shall be deemed part of the Common Property.
- (k) To pay all charges for utilities or other services supplied to the Common Property.
- (l) To prepare and file any necessary tax returns for the Association.
- (m) To administer and enforce the provisions of the Declaration and all supplements and amendments thereto relating to the Common Property, or the Sideyard Easements, or the use of any lot, or the Property.

- (n) In general, to carry on the administration of the Common Property and the Association and to do all those things necessary and reasonable in order to carry out the governing and the operation of the Common Property, perform the duties imposed upon the Association and exercise all rights granted to the Association under the Declaration.



**The By-Laws are hereby amended with the addition thereto of Article XII which reads as follows:**

## **ARTICLE XII ABATEMENT AND CURE OF OWNER'S VIOLATIONS**

After notice and an opportunity to be heard, if same is required by law, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to use the Common Areas for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted by the Board to limit ingress and egress to or from a lot. In addition, the Board shall be entitled to suspend any services provided by the Association to a lot in the event that the Owners of such lot is more than thirty (30) days delinquent in paying any assessment due to the Association. In the event that an occupant, guest, or invitee of a lot Owner violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant and/or Owner; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

As provided in the Declaration, each Owner is obligated to pay the Association certain charges and Assessments, including such charges and Assessments as may be included, from time to time, by amendment to the Declaration. All costs, expenses, and fees charged to, or paid by, the Association in collecting, or attempting to collect, such charges and Assessments, as well as interest as specified in the Declaration, shall be assessed against the Owner and the lot, and shall become part of the Assessment due on the lot. Likewise, all costs, expenses, and fees incurred by the Association in rectifying, or attempting to rectify, a violation of the Declaration, rules and regulations, the Guidelines, or Board policies, shall be assessed against the Owner and the lot, and shall become part of the Assessments due on the lot. Such costs, expenses, and fees include, but are not limited to:

- (a) actual expenses, including attorney fees and court costs;
- (b) a Late Processing Fee may be set annually by the Board, which may be assessed for any account that has an unpaid balance on or after thirty (30) days after due date, as an inducement to pay on time and to offset administrative costs and expenses incurred in the collection process;
- (c) a Dishonored-Check Processing Fee, set by the Board, which may be assessed for any payment check dishonored by the bank, to offset the additional processing cost incurred;
- (d) a Partial Payment Processing Fee, set by the Board, which may be assessed if any payment for less than the full amount due at the time payment is made, to offset the additional processing costs incurred;

- (e) an Administrative Fee which may be assessed for the transfer of ownership of any lot, including by foreclosures, to offset the administrative costs and expenses associated with (1) quoting, verbally or in writing, the status of the Assessments and other charges due on the lot, (2) tracking, researching, and determining or attempting to determine ownership, (3) updating the books and records of the Association to reflect the transfer, and (4) preparing and mailing introductory information regarding the Subdivision, the Association, and/or the covenants, conditions, restrictions, rules, and regulations applicable to the new Owner;
- (f) a Refinance Fee which may be assessed for the refinance of any lot, to offset the administrative costs and expenses associated with quoting the status of the Assessments and other charges due on the lot and updating the books and records of the Association; and
- (g) a reasonable fee to assemble, copy, deliver and update a Resale Certificate.

Any such Assessment or charge that is not paid when due shall be delinquent. All payments shall be applied pursuant to the Collection Policy and Payment Plan Guidelines adopted by the Board.

Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by Self Help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and perform exterior maintenance) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, fines, costs to repair, including reasonable attorneys' fees actually incurred.

**The bylaws are hereby amended with the addition thereto of Article XIII which reads as follows:**

**ARTICLE XIII**

**I. COLLECTION POLICY**

**1. ASSESSMENT PERIOD**

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

**2. NOTICE**

The Board shall fix the amount of the annual assessment against each lot for the following year and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Upon completion of the roster, written notice of the assessment may be sent to every owner subject to the assessment. An owner may not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such owner's failure to receive notice, if such notice was sent via regular mail to the most recent address of the owner according to the records of the Association. Each owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after written notice has been received.

**3. DUE DATE**

All assessments are due on an annual basis, as determined by a majority of the Board for that assessment year. If any assessment due the Association is not paid on the date when due, then such assessment shall become delinquent thirty (30) days after the due date. Charges disputed by an owner are considered delinquent until such time as they are paid in full.

Payments received after the due date are considered delinquent, and the entire amount due may be transferred to a Payment Plan as set forth in Section II of these Guidelines.

**4. INTEREST**

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

**5. DELINQUENCY NOTIFICATION**

The Association may cause to be sent one or more of the following notification(s) to delinquent owners:

- a. PAST DUE NOTICE: In the event that an assessment account balance becomes delinquent, a Past Due Notice may be sent via regular mail to each owner with a delinquent account setting forth all assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth in Section II of these Guidelines. **In the event an owner chooses to enter a Payment Plan, a monthly charge may be added to each delinquent owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**
  
- b. FINAL NOTICE: In the event the entire assessment is not paid in full or there is a default on the Payment Plan, where an assessment account balance remains delinquent, a Final Notice may be sent via certified mail to each delinquent owner. The Final Notice will set forth the following information and the result of failure to pay, including an explanation of:
  - (1) AMOUNTS DUE: All delinquent assessments, interest and other amounts due.
  
  - (2) HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the owner's receipt of the Final Notice.  
  
 If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of owner's request for a hearing. Either party may request a postponement which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.
  
  - (3) COMMON AREA RIGHTS SUSPENSION: If a hearing is not requested within thirty (30) days from receipt of the Final Notice, the owner's use of recreational facilities and common properties may be suspended and
  
  - (4) MILITARY NOTICE: If the owner is serving on active military duty, the owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act.

c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If a hearing is not requested within thirty (30) days from receipt of the Final Notice, member privileges will be suspended, the account may be sent to a collection agent and/or the Association's attorney for collection, and any fees and expenses will be charged to the owner's assessment account. An owner may not be charged fees of a collection agent (as same is defined in Property Code §209.0064) or legal counsel unless the Association first provides written notice to the owner by certified mail, return receipt requested, that:

- (1) Specifies each delinquent amount and the total amount of the payment required to make the account current.
- (2) Describes the options the owner has to avoid having the account turned over to a collection agent or legal counsel, including information regarding availability of a Payment Plan through the Association and
- (3) Provides a period of at least thirty (30) days for the owner to cure the delinquency before further collection action is taken.

#### 6. REFERRAL OF ACCOUNT TO ASSOCIATION'S ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent owner for a money judgment, instituting an expedited foreclosure action and filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas.

#### 7. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

#### 8. REQUIRED ACTION

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

9. PAYMENTS RETURNED NONSUFFICIENT FUNDS

An owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Nonsufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

**II. PAYMENT PLAN**

The Association hereby establishes a Payment Plan schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Schedule is as follows:

1. The term for the Payment Plan is six (6) months.
2. A Payment Plan shall require twenty percent (20%) of the delinquent amount to be paid at the inception of the Payment Plan, with the balance being due and payable in five (5) equal payments due on the first day of each month.
3. Failure to pay the initial payment of twenty percent (20%) of the delinquent amount shall be considered a default of the Payment Plan.
4. An owner, upon written request, may request a longer period of time.
5. The Association is not required to honor the terms of a previous Payment Plan during the two (2) years following an owner's default under a previous Payment Plan.
6. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

**B. APPLICATION OF PAYMENTS**

1. Except as provided in subsection 2 immediately below, a payment received by the Association shall be applied in the following order of priority:
  - a. Any delinquent assessment.
  - b. Any current assessment.
  - c. Attorney's fees or third party collection costs incurred by the Association associated solely with assessments or other charge that can be the basis of foreclosure.

- d. Attorney's fees not subject to c. above.
  - e. Fines.
  - f. Any other amount owed to the Association.
2. If/when an owner defaults on a Payment Plan, the remaining delinquent amount will become due in full and the Association may begin further collection action as set out above in article I.5.b. Any payment(s) received by the Association after such default of a Payment Plan shall be applied in the following order of priority:
- a. Costs.
  - b. Attorney fees.
  - c. Interest.
  - d. Late fees.
  - e. Delinquent assessments.
  - f. Current assessments and
  - g. Fines.

As to each category identified in this subsection 2, payment shall be applied to the most-aged charge first. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said owner's account.

**The bylaws are hereby amended with the addition thereto of Article XIV which reads as follows:**

**ARTICLE XIV**  
**ACCESS, PRODUCTION AND COPYING POLICY**

**1. ACCESS**

The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner or a person designated in writing signed by the owner as the owner's agent, attorney or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records. An owner, or the owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner's address, or information related to an employee of the Association including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual owner. These records may be made available only with (i) the express written approval of the owner whose records are the subject of the request or (ii) if a court of competent jurisdiction orders the release of the records.

If inspection is requested, the Association on or before the tenth (10<sup>th</sup>) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed-upon time during normal business hours.



If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the tenth (10<sup>th</sup>) business day, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days and state a date by which the information will be sent or made available for inspection on a date not more than fifteen (15) business days after the date the notice is given.

Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

## 2. CUSTODIAN OF RECORDS

The Secretary of the Board or other person designated by the Board is the designated Custodian of the Records of Association. As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

## 3. PROCEDURES FOR RESPONDING TO REQUEST FOR INFORMATION

All requests for information must comply with the requirements set forth herein above. The dated and signed written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information regards pending legal issues unless specifically required by law, information of personnel matters such as individual salaries, information about other members, information that is privileged or confidential.

## 4. COST OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS

The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor and overhead which shall be charged to the owner requesting. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the thirtieth (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the owner, may be added to the

owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the owner.

#### 4.1 Copy Charge:

- (1) Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy. This covers materials onto which information is copied and does not reflect any additional charges including labor that may be associated with a particular request. Charges for nonstandard copies are:
  - (A) Diskette - \$1.00
  - (B) Magnetic tape – actual cost
  - (C) Data cartridge – actual cost
  - (D) Tape cartridge – actual cost
  - (E) Rewritable and nonrewritable CD - \$1.00
  - (F) Digital video disk - \$3.00
  - (G) JAZ drive – actual cost
  - (H) Other electronic media – actual cost including but not limited to PDF format.
  - (I) VHS videocassette - \$2.50
  - (J) Audiocassette - \$1.00
- (3) Oversize paper (e.g., 11x17, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50
- (4) Specialty paper (e.g., Mylar, blueprint, blueline, map, photographic) – actual cost

#### 4.2 Labor Charge:

For locating, compiling, manipulating data and reproducing public information, the following charges shall apply:

- (1) Labor charge - \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data and reproduce the requested information.
- (2) No labor charge to be billed for requests that are fifty (50) or fewer pages of paper records unless the documents to be copied are located in:
  - (A) Two or more separate buildings that are not physically connected with each other or
  - (B) A remote storage facility.
- (3) Labor charge may be charged when confidential information is mixed with public information in the same page, an attorney, legal assistant or any other person who reviews the requested information for time spent to redact, black out or otherwise obscure confidential information for requests of fifty (50) or fewer pages.

#### 4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities and administrative overhead. If the Association chooses to recover such costs, the charge shall be made in accordance with the methodology described hereafter:

- (1) The overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge.
- (2) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

#### 4.4 Miscellaneous Supplies:

The actual cost of miscellaneous supplies such as labels, boxes and other supplies used to produce the requested information may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted, if a transaction fee is charged by the credit card company, that fee may be added to the total charge.

### 5. DENIAL OF REQUESTED INFORMATION

If it is decided that a request for information is inappropriate or unapproved, the Board or its designee will notify the requesting member of that decision and the reason for it in a timely manner. The Board or its designee will inform the member in writing of their right to appeal to the Board.

**The bylaws are hereby amended with the addition thereto of Article XV which reads as follows:**

**ARTICLE XV**  
**DOCUMENT RETENTION POLICY**

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy concerning the retention of records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Documentation Retention Policy which shall run with the land and be binding on all owners and lots within the subdivision. This Policy shall become effective upon recording of same. After the effective date, this Policy shall replace any previously recorded or implemented policy that addresses the subjects contained herein.

This Policy provides for the future systematic review, retention and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached Exhibit A. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the attached Exhibit A will be maintained for the identified time period.

The Custodian of Records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

**EXHIBIT "A"**  
**DOCUMENT RETENTION POLICY**

<b>DOCUMENT TYPE</b>	<b>DEFINED</b>	<b>TIME PERIOD</b>	<b>EXCEPTION</b>
<b>Account Records of Current Owners</b>	Member assessment records		
<b>Audit Records</b>	Independent Audit Records		
<b>Bylaws</b>	And all amendments		
<b>Certificate of Formation</b>	And all amendments		
<b>Contracts</b>	Final contracts between the Association and another entity		
<b>Financial Books &amp; Records</b>	Year End Financial Records and supporting documents		
<b>Minutes of Board &amp; Owners Meetings</b>	Board Minutes and written consents in lieu of a meeting; Annual member meetings		
<b>Restrictive Covenants</b>	And all amendments		
<b>Tax Returns</b>	Federal and State Income, Franchise Tax Returns and supporting documentation		

**ADDITIONAL BY-LAWS AMENDMENTS**

Article III, Sections 4 is amended and deleted in its entirety.

Article VI, Section 2 is amended to read as follows:

Section 2. Election to the Board of Directors in an election where one or more positions are contested shall be by secret written ballot at the Annual Meeting of the members, or by proxy, or by a signed ballot attached to a cell phone text or as an email attachment, which numbers and names shall have been previously provided to and on file with the Association for that purpose.

Article VII, that portion of Article VII which reads “Article VII, Powers and Duties of the Board of Directors” is amended to read as follows:

**ARTICLE VII**

Additional Powers and Duties of the Board of Directors Which Do Not Conflict With  
Article IV, Section 5 of These By-Laws

**ARTICLE XII**

Article XII, Amendments, Section 1 is amended to read as follows:


Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of fifty-one percent (51%) of the members of the Association.

**CERTIFICATION**


WE, the undersigned Board of Directors of the Homeowners of Bridlewood Estates, upon our oaths duly sworn do state that all items set forth in these "Amendments to the By-Laws of Bridlewood Estates, an Addition to the City of Colleyville, Tarrant County, Texas" are true and correct to the best of our knowledge and belief and that on April 19, 2018 at an Annual Meeting called for that purpose not less than 67% of all members of said Homeowners of Bridlewood Estates who were then present and constituting a quorum voted to approve and adopt these Amendments effective April 19, 2018.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this, the 1<sup>st</sup> day of ~~May~~ June, 2018.

*June*

  
Matt France, President

  
Jeff Swain, Vice President

  
Chelsea Hooton, Secretary

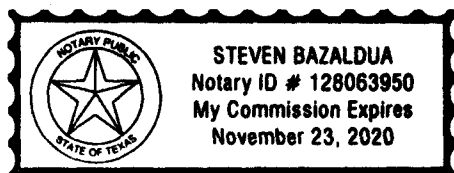
  
Palmer Keith, Treasurer

STATE OF TEXAS

COUNTY OF TEXAS

BEFORE ME, on this day personally appeared Matt France, Jeff Swain, Chelsea Hooton and Palmer Keith, in their capacity as the Board of Directors of said Homeowners of Bridlewood Estates known by me to be those persons subscribing this document and acknowledged to me they executed same for the purposes stated and in their respective capacities and as the act and deed of said Homeowners of Bridlewood Estates.

Given under my hand and seal of office, this ~~1<sup>st</sup>~~ 1<sup>st</sup> day of ~~May~~ June, 2018.

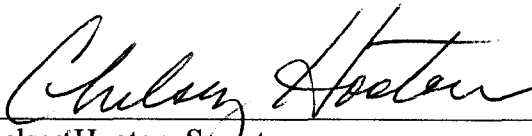


  
Notary Public, State of Texas

**CERTIFICATION**

I, the undersigned do declare that I am the Secretary of the Board of Directors of the Homeowners of Bridlewood Estates, and that I hereby certify that the foregoing document, which amended the By-Laws of said Homeowners of Bridlewood Estates was approved on the 18<sup>th</sup> day of April, 2018 at the Annual Meeting of the members of said Homeowners of Bridlewood Estates at which a quorum was present and more than 67% of said members present approved same.

Dated this 1<sup>st</sup> day of ~~May~~<sup>June</sup>, 2018.

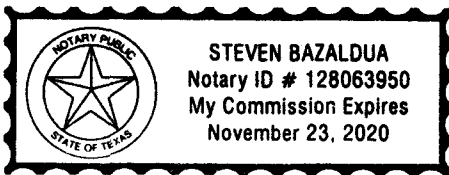
  
Chelsea Hooton, Secretary

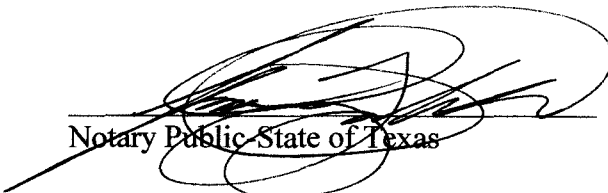
STATE OF TEXAS

COUNTY OF TEXAS

BEFORE ME, on this day personally appeared Chelsea Hooton in her capacity as Secretary the Board of Directors of said Homeowners of Bridlewood Estates known by me to be that person subscribing this document and acknowledged to me that she executed same for the purposes stated and as the act and deed of said Homeowners of Bridlewood Estates.

Given under my hand and seal of office, this 1<sup>st</sup> day of ~~May~~<sup>June</sup>, 2018.

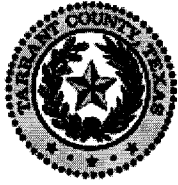


  
Notary Public State of Texas

**After recording please return to:**

Tom Tannehill  
Attorney at Law  
1016 Murl Drive  
Irving, TX 75062





MARY LOUISE GARCIA  
COUNTY CLERK

100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TOM TANNEHILL, PC  
1016 MURL DRIVE  
IRVING, TX 75062

Submitter: KAREN B POLLOCK

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

Filed For Registration: 6/4/2018 1:55 PM

Instrument #: D218119996

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PGS

\$108.00

By: Mary Louise Garcia

D218119996

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