

NOTICE OF DEDICATORY INSTRUMENTS
for
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

The undersigned, being the authorized representative of Canyon Lake Village West Property Owners Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Canyon Lake Village West, Unit No. One (1), a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 2, Page 61 of the Map Records of Comal County, Texas and all amendments to or replats of said maps and plats, if any.
 - b. Canyon Lake Village West, Unit No. Two (2), a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 2, Page 62 of the Map Records of Comal County, Texas and all amendments to or replats of said maps and plats, if any.
 - c. Canyon Lake Village West, Unit No. Three (3), a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 2, Page 71 of the Map Records of Comal County, Texas and all amendments to or replats of said maps and plats, if any.
 - d. Canyon Lake Village West, Unit No. Four (4), a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 5, Page 30 of the Map Records of Comal County, Texas and all amendments to or replats of said maps and plats, if any.
 - e. Canyon Lake Village West, Unit No. Five (5), a subdivision in Comal County, Texas according to the map or plat thereof recorded in Volume 4, Page 91 of the Map Records of Comal County, Texas and all amendments to or replats of said maps and plats, if any.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows. This recitation may not include further restrictive covenant documents, amendments and supplements governing the Property:
 - a. Documents:

- (1) Restrictions of Canyon Lake Village West Unit No. 1 and Unit No. 2 to the Public.
- (2) Amendments to Restrictions.
- (3) Restrictions of Canyon Lake Village West Unit No. 3. Canyon Lake Village, Inc. to the Public.
- (4) Amendment to Restrictions.
- (5) Restrictions of Canyon Lake Village West, Unit No. Four Canyon Lake Village, Inc. to the Public.
- (6) Restrictions for Lot 16, Canyon Village West Unit No. 4 Tom J. Sheridan Properties, Inc. to the Public.
- (7) Restrictions of Canyon Lake Village West Unit No. 5 Tom J. Sheridan Properties, Inc. to the Public.
- (8) Restrictions for Lots 542-545 of Canyon Lake Village West, Unit 5 Tom J. Sheridan to the Public.
- (9) Amendment to Restrictions.

b. Recording Information:

- (1) Volume 161, Page 437, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (2) Volume 682, Page 630, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (3) Volume 166, Page 94, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (4) Volume 682, Page 632, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (5) Volume 226, Page 241, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (6) Volume 238, Page 465, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (7) Volume 251, Page 312, *et seq.* and in Volume 259, Page 201, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (8) Volume 339, Page 222, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.
- (9) Volume 682, Page 634, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Comal County, Texas:

a. Document:

- (1) By-Laws of Canyon Lake Village West Property Owners Association.
- (2) Assignment of Rights to Collect Maintenance Assessments.

b. Recording Information:

- (1) Comal County Clerk's File No. 200906024002.
- (2) Volume 339, Page 217, *et seq.* in the Official Public Records of Real Property of Comal County, Texas.

4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraphs 2 and 3 above, the following documents are Dedictory Instruments governing the Association:

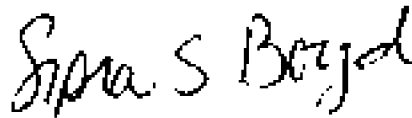
- **Amended and Restated Bylaws of Canyon Lake Village West Property Owners Association.**
- **Payment Plan Policy for Canyon Lake Village West Property Owners Association.**
- **Document Retention Policy for Canyon Lake Village West Property Owners Association.**
- **Access, Production and Copying Policy for Canyon Lake Village West Property Owners Association.**

True and correct copies of such Dedictory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Comal County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedictory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this the 19th day of July, 2023.

CANYON LAKE VILLAGE WEST PROPERTY
OWNERS ASSOCIATION

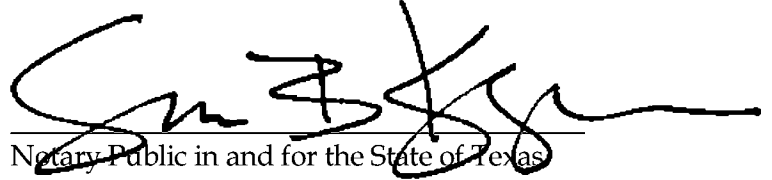


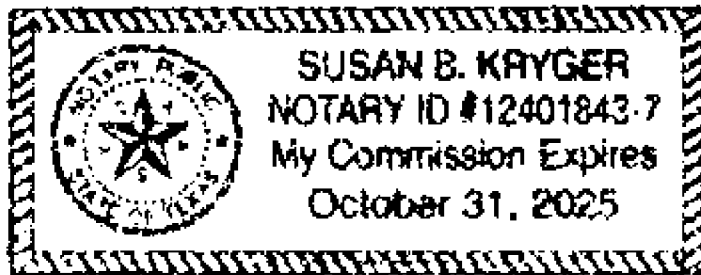
By:

Sipra S. Boyd, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 19th day of July, 2023, personally appeared Sipra S. Boyd, authorized representative of Canyon Lake Village West Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



**AMENDED AND RESTATED BYLAWS
OF
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION**

Article I

Name, Membership, Definitions, Applicability and Membership

Section 1. Name. The name of the Association is Canyon Lake Village West Property Owners Association (hereinafter referred to as the "Association"). The Association has authority to collect assessments and was assigned all rights under an Assignment from Tom J. Sheridan Properties, Inc. recorded under Volume 339, Page 217 of the Official Property Records of Real Property, Comal County, Texas.

Section 2. Current Bylaws. These Bylaws replace and supersede any and all previous Bylaws adopted by the Association including, but not limited to, the Bylaws of Canyon Lake Village West Property Owners Association recorded under Clerk's File No. 200906024002 of the Official Property Records of Real Property, Comal County, Texas.

Section 3. Declaration. "Declaration" as used in these Bylaws will mean the Restrictions of Canyon Lake Village West, Unit No. 1 and Unit No. 2 recorded in Volume 161, Page 437; Restrictions of Canyon Lake Village West No. 3 recorded in Volume 166, Page 94; Restrictions of Canyon Lake Village West, Unit No. 4 recorded in Volume 226, Page 241; and Restrictions of Canyon Lake Village West, Unit No. 5 recorded in Volume 251, Page 312, all in the Official Property Records of Real Property, Comal County, Texas, as amended or supplemented, if any.

Section 4. Purpose. The Association is established as a non-profit corporation organized for the purpose of constructing, owning, operating and maintaining the commonly owned parks and recreational facilities of the Canyon Lake Village West subdivision and all usual and necessary accessories thereto, assessing and collecting the annual assessments for the maintenance thereof as prescribed in the Declaration, administering the Declaration, and engaging in such other activities as are intended to promote the general welfare of the and common interests of the Members.

Section 5. Definitions/Gender. All capitalized terms used in these Bylaws will have the same meanings as those set forth in the applicable Declaration unless otherwise provided. Pronouns, wherever used in these Bylaws, will include all persons regardless of gender.

Section 5. Applicability. These Bylaws are applicable to the Canyon Lake Village West Property Owners Association. All present or future Members, Owners, and their employees, guests, tenants, residents or other persons that use Association's recreational facilities and amenities in Canyon Lake Village West Property Owners Association or any property owned by or under the jurisdiction of the Association in any manner are subject to the terms and provisions of these Bylaws.

Section 6. Member. "Member" as used in these Bylaws will mean owners of record title or purchasers under contract of sale of the residential lots in the Canyon Lake Village West subdivision of Comal County, Texas which are encumbered by the Declaration.

Section 7. Board of Directors or Board. “Board of Directors” or “Board” as used in these Bylaws will mean the Association’s Board of Directors.

Section 8. Director. “Director” as used in these Bylaws will mean a member of the Association’s Board of Directors.

Section 9. Certificate of Formation. “Certificate of Formation” as used in these Bylaws will mean the Association’s Articles of Incorporation, as amended, if any.

Section 10. Common Area. “Common Area” means all real property owned in fee or held in easement, lease, or license by the Association and any improvements thereon, including real property in which it otherwise holds possessory or use rights, for the common use and/or enjoyment of the Owners.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Member Meetings. Meetings of the Association will be held at the principal office of the Association or at such other suitable place as may be designated by the Board or will be held in such other manner as allowed by law and approved by the Board.

Section 2. Annual Meetings of the Members. The annual meeting of the Association and the election for the Board of Directors will be held each year on a date, at a time, and at a place designated by the Board. No business will be transacted at the annual meeting except as stated in the annual meeting notice.

Section 3. Special Meetings of the Members. Special meetings of the Members may be called at any time by the President of the Board. In addition, it will be the duty of the President to call a special meeting of the Association if so directed by vote of a majority of a quorum of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. When a special meeting is requested by at least ten percent (10%) of the Members, the request must include the proposed purpose of the special meeting. When a special meeting of the Members is called by the President, the Board or at least ten percent (10%) of the Members, the Board will set the date, time and place of the special meeting. When a special meeting is requested by at least ten percent (10%) of the Members: (a) the Board will cause the notice of the special meeting to be given within thirty (30) business days of receipt of the request; (b) the special meeting must be held within sixty (60) days of the date the Board receives the special meeting request. The notice of any special meeting will state the date, time, and place of such meeting and the purpose thereof. No business will be transacted at a special meeting except as stated in the special meeting notice. If the purpose of a special meeting called for by petition of at least ten percent (10%) of the Members is unlawful or requests a Member vote on a matter that is in the purview of the Board’s authority under the Declaration, these Bylaws, or state law, the Board is not required to call the special meeting. Members may not call a special meeting of the Association as provided in this section; however, the Board is obligated to call the special meeting of the Association upon the submission of a

petition in accordance with this section unless the petition is unlawful or requests a Member vote on a matter that is in the purview of the Board's authority under the Declaration, these Bylaws, or state law.

Section 4. Notice of Member Meetings. It will be the duty of the Secretary or the Association's management agent if so directed by the Board, to send to each Member 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 written notice will be delivered by: (a) regular mail to Members who have not registered an electronic mail ("e-mail") address with the Association; and (b) by e-mail to Members who have registered an e-mail address with the Association. If agreed upon by both the Board and the Member, the Association may also provide notice in any other method authorized by statute. All meeting notices sent by regular mail will be sent to the Member's address last appearing on the books of the Association. All meeting notices sent by e-mail will be sent to the Member's e-mail address last appearing on the books of the Association. It is the Member's obligation to notify the Association in writing of the Member's current mailing and/or e-mail address. Any change in the Member's mailing address or e-mail address must be provided in writing to the Association's Secretary or to such other party as designated by the Board. For an election or vote to be taken at a meeting of the Members, notice will be served not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If sent by e-mail, the notice will be deemed to be delivered when the electronic message is transmitted [See Texas Business and Organizations Code Section 6.051(b)(2)]. The Board may designate the management agent, if any, as the party responsible for sending meeting notices.

Notwithstanding any other language in these Bylaws, the Board may, at its discretion, choose to send a meeting notice by regular mail only to all Members.

Section 5. Waiver of Notice. Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy (if applicable), will be deemed 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 will also be deemed 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. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person, by absentee or electronic ballot, or by proxy (if applicable) of at least fifteen (15) Members as of the time of the meeting will constitute a quorum at all meetings of the Association. Once quorum is established at a meeting, all properly noticed business may be conducted even if the number of Members present in person or by proxy (if applicable) falls below quorum during the meeting. Notwithstanding any language to the contrary herein:

- a. If there is no vote of the Members to be conducted at a Member meeting, the quorum requirement for the Member meeting will be the number of Members who attend the meeting in person and/or the number of Members who either listen to or view the Member meeting by electronic or virtual means.
- b. The quorum required to approve annual meeting minutes will be the number of Members attending the annual meeting in person and approval of the annual meeting minutes requires the approval of a simple majority of those Members present in person at the annual meeting. In the event that the annual meeting is held virtually, a copy of the previous year's annual meeting minutes will be provided to the Members with the annual meeting notice or made available for Member review in such other manner approved by the Board and, unless a Member submits to the Association in writing: (a) an objection to the annual meeting minutes, a basis for the objection, and a proposed amendment to cure the objection (which may be approved by the Board at the virtual annual meeting); or (b) a proposed amendment to the annual meeting minutes which may be approved by the Board at the virtual annual meeting, the previous year's annual meeting minutes as submitted to the Members will be deemed approved by the Board. The Board may also make any corrections it deems necessary to a previous year's annual meeting minutes and approve same at a virtual annual meeting. There is no quorum requirement for approval of annual meeting minutes by the Board at a virtual meeting.
- c. If a vote of the Members (including the election of Directors) is held by: (i) absentee ballot voting only; or (ii) electronic voting only; or (iii) by a combination of absentee ballot and electronic voting only, and no in person or proxy voting is allowed for the vote, there is no quorum requirement to hold the Member meeting and announce the result of the vote.

Section 7. Adjournment of Member Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy (if applicable), the presiding officer may adjourn the meeting and reconvene at a time not more than thirty (30) days from the time the original meeting was called. The reconvened meeting may take place on the same date as the originally called meeting. If the date, time and place for reconvening the meeting is fixed by the presiding officer at the time of adjournment, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If the date, time and place for reconvening the meeting is not fixed by the presiding officer at the time of adjournment, notice of the date, time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting. At such reconvened meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice provided that: (a) at least five percent (5%) of the total votes of the Members as of the date of the meeting is present in person and/or by proxy (if applicable); and, (b) with the exception of the election of Directors (See the section in Article III of these Bylaws titled "Voting Procedure for the Election of Directors"), any action taken must be approved by at least a majority of the votes cast by the Members present, in person and/or by proxy (if applicable), at such reconvened meeting, unless otherwise provided in these Bylaws or in the Declaration.

Section 8. Meeting Agenda. The Board will set the agenda for all meetings of the Members.

Section 9. Voting (See also the section titled “Voting Procedure for the Election of Directors” in Article III of these Bylaws). Except as otherwise provided in these Bylaws and/or unless otherwise determined by the Board, Members may vote in person or by proxy (if applicable) or, upon approval by the Board, by any other voting method allowed by statute or these Bylaws. The Board will, in its sole and absolute discretion, determine what voting method(s) will be used in the election of Directors or other Association vote. Per Texas Property Code Section 209.00592 (or its successor statute), the Association is not required to provide a Member with more than one voting method. Each Member is entitled to one vote, regardless of the number of Lots owned by the Member. There will be no fractional votes, split votes, or cumulative voting. Notwithstanding any other language in these Bylaws, the Board is authorized to determine that an election vote or other vote of the Members will be conducted solely by: (a) electronic voting; or (b) absentee ballots; or (c) a combination of both electronic voting and voting by absentee ballot. If a vote is conducted solely by electronic voting, the electronic voting by the Owners will be treated as voting by absentee ballot for the purposes of these Bylaws and the Texas Property Code.

Section 10. Required Vote. With the exception of the election of Directors (See Article III) or a Member meeting at which the reduced quorum requirement is in effect, the approval of a majority of the votes cast by the Members present, in person or by proxy (if applicable), at a meeting at which a quorum is present will be the act of the meeting of Members, unless otherwise provided by statute or by these Bylaws or by the Declaration.

Section 11. Absentee Ballots. Notwithstanding any other language in these Bylaws, a majority of the Board may, but is not required to, authorize the use and implementation of an absentee ballot in any election or other Association wide vote that it deems appropriate. When absentee ballots are authorized by the Board for an Association wide vote, said ballots will be prepared and mailed to the Members at least twenty (20) days before the latest date on which a ballot may be submitted to be counted. Completed ballots will be returned to the Association in accordance with the instructions contained on the ballot. Per Texas Property Code Section 209.00592 (or its successor statute), an absentee ballot will be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. If utilized, absentee ballots must be signed by at least one Owner of the Lot. An Owner shall not assign the Owner’s right to sign an absentee ballot to a third party.

Section 12. Tabulation of Ballots. All ballots for an Association election or vote will be tabulated in accordance with Section 209.00594 of the Texas Property Code (or its successor statute). The Board may designate the Association’s management agent to oversee the tabulation of ballots. Per Texas Property Code Section 209.00594(c), only a person who tabulates votes or performs a recount under Texas Property Code Section 209.0057 may be given access to ballots cast in an election or vote. If the election is held outside of a meeting and there are no volunteers to tabulate ballots, the ballots may be tabulated by employees of the Association’s management company or such other persons as designated by the Board. Per Texas Property Code Section 209.00594(b-1) (or its

successor statute), a person who tabulates votes may not disclose to any other person how an individual voted.

Section 13. Proxies. Notwithstanding any other language in these Bylaws, the Board is not required to allow voting by proxy for an Association election or vote. If utilized, all proxies will be in writing and filed with the Secretary or other designated person at or before the meeting at which proxies will be utilized. Every proxy will be revocable and will automatically cease upon: (a) conveyance by the Member of the Member's interest in a Lot; (b) receipt of notice by the Association of the death or judicially declared incompetence of a Member; (c) receipt of written revocation; or, (d) expiration of eleven (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. If a Member executes more than one (1) proxy and none of the proxies are dated, all proxies submitted by that Member will be invalid. The Board may announce for any vote or any meeting at which proxies are to be utilized a deadline for accepting proxies. Proxies not delivered or submitted prior to the announced deadline, if any, will not be valid and will not be counted for quorum or any other purpose. Only the proxy approved by the Board and distributed by the Association will be valid at any meeting of the Members. If utilized, proxies may be submitted to the Association in person, by email, by fax, by mail, by delivery, or by photograph sent by electronic means. The Board may also allow proxies to be filed with or delivered to the Association's management agent. A Member may only appoint either another Member or the Member's spouse as the Member's proxy holder and proxies may be voted only by another Member of the Association or a Member's spouse.

Section 14. Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Board, will 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. The Board, with the approval of the President, may designate the Association's management agent to preside at meetings and/or keep meeting minutes. If the President is unable or unwilling to preside at a meeting, the Board may designate another member of the Board or the Association's management agent to preside at a meeting.

Section 15. Member Action Without a Member Meeting. 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. The Board may also act between meetings as authorized by Texas Property Code Section 209.0051(h) or its successor statute.

Section 16. Member Meeting Rules and Regulations. The Board may, in its sole and absolute discretion, adopt rules and regulations regarding how meetings of the Members will be conducted.

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. A person is not eligible to serve on the Board if the person has been convicted of a felony or crime involving moral turpitude within the previous twenty (20) years and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority. The following are qualifications for being a Director:

- (1) each Director must be a Member of the Association,
- (2) no 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,
- (3) any Director who ceases to be a Member of the Association is immediately ineligible to serve on the Board and is automatically considered removed from the Board, and
- (4) a person is not eligible to serve on the Board if the person cohabits at the same primary residence with another Board member of the Association. If persons who cohabit are elected to the Board in the same election, the person with the most votes will serve on the Board and the other person(s) is disqualified from serving on the Board.

Section 2. Number and Term of Directors. Beginning with the 2022 election of Directors, the Board will be comprised of nine (9) Directors. The number of Directors may be increased or decreased (to no less than three (3) Directors) at any time by the unanimous written consent of the Directors, and without the approval of the Members. Whether increased or decreased, there shall only be an odd number of directors. A decrease in the number of Directors elected may not cut short a sitting Director's term of office without that Director's written consent. An increase in the number of Directors will require an election, not appointment, effectuated at the next annual or special meeting of the Members where the increased positions on the Board will be filled by a vote of the Members as provided herein for the election of Directors, and further provided that the staggering of terms be sustained in a manner similar to that set forth in these Bylaws.

At the 2022 election of Directors, there will be four (4) Directors serving the second term of their two-year terms, which terms shall end at the 2023 election of Directors. At the 2022 election of Directors, five (5) additional Directors will be elected for a two-year term each. The terms of the five (5) additional Directors elected at the 2022 election of Directors will end at the 2024 election of Directors. Upon the expiration of the term of each Director, the term of each successor Director elected by the Members will be two (2) years.

Section 3. Candidates for Election to the Board. All Members have the right to run for a position on the Board subject to the disqualifying factors in Article III, Section 1 of these Bylaws. Each year, prior to the date of the annual meeting of the Members or election for

the Board and in the time prescribed by law, the Association will solicit candidates for the Board in accordance with Texas Property Code Section 209.00593 (or its successor statute). The notice will specify a date by which a Member must submit his/her name as a candidate for election to the Board. The date for a Member to submit his/her name as a candidate may not be earlier than the tenth (10th) day after the date the Association provides the solicitation notice. The notice may be mailed to each Member or provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's Common Area or, with the owner's consent, on private property located within the Association; or (b) on an Internet website maintained by the Association, and by sending 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. Unless otherwise disqualified from service as allowed by law, all Members who notify the Association by the stipulated deadline will be candidates whose names will appear on any ballot and/or directed proxy (if applicable) that is provided to the Members. A candidate may submit a one letter size page, one side printed only document with resume and/or biographical information to the Association by the specified date. If provided by the candidate, the candidate's resume/biographical information may, in the sole and absolute discretion of the Board, be provided to the Members at any pre-election candidate forum, and/or with the notice of annual meeting provided to all Members, and/or be made available on the Association's website, and/or be made available at the election meeting (if applicable). The Association may also promulgate a candidate information form to be completed by each candidate in a Board election. If candidate resumes/biographical information and/or the candidate information form are distributed to or made available to the Members in any manner, the Association will, subject to the page limitation set by the Board, provide all resume/biographical information and/or candidate information forms provided by all candidates that were submitted in accordance with this section unless, in the sole and absolute discretion of the Board, the submitted documentation includes offensive content.

Section 4. Nominations from the Floor. Nominations from the floor at an election meeting (if applicable) of the Members are not required and will be allowed at the discretion of the Board. If the Board allows nominations from the floor at an election meeting of the Members, the meeting notice will state that nominations from the floor will be accepted. There will not be nominations from the floor in an election that is not conducted at an in person meeting.

Section 5. Nominating Committee. The Board is not required to establish a Nominating Committee. If appointed by the Board, the Nominating Committee will: (a) consist of a Chairman, who will be a member of the Board, and one or more Members of the Association (which Committee members may also be Board members); (b) be appointed by the Board at any time prior to each annual meeting of the Members and will serve until the close of the annual meeting; and (c) will make as many nominations for election to the Board as it shall in its discretion determine. The Board may, but is not required to, designate candidates approved by the Nominating Committee on any ballot or directed proxy (if applicable) disseminated by the Association.

Section 6. Voting Procedure for the Election of Directors (See also the section titled “Voting” in Article II of these Bylaws). Unless the election is conducted solely by absentee ballot or electronic voting (or a combination of both) outside of a meeting as provided in these Bylaws, the election of the Board will be conducted at the annual meeting of the Association or in such other manner allowed by law and approved by the Board. At such election, each Member, or the Member’s proxy holder (if applicable) may cast, with respect to each vacancy, as many votes as the Member is entitled to exercise under the provisions of these Bylaws and the Declaration. Unless otherwise determined by the Board, voting for Directors will be by written and signed ballots. Only the ballot approved by the Board will be used in the election of Directors. In the event of an uncontested race (i.e., the number of candidates is equal to or less than the number of open Board positions), written and signed ballots will not be required, and the candidate(s) will be placed on the Board without the necessity of a vote. There is no requirement for quorum to be obtained to place a candidate(s) on the Board in the event of an uncontested election. Cumulative voting is not permitted. The candidate(s) receiving the most votes will be elected to the open position(s). If the terms of the open Board positions are not the same, the candidate(s) with the most votes will fill the longer term(s). The winning candidate(s) will take office at later of the conclusion of the Member meeting at which the Director was elected or when the election results are announced. Tie votes between two persons will be decided by coin toss. In the event of a tie vote between three or more persons, the vote will be decided by placing the names of the persons in a container and drawing a name(s). The name(s) drawn first will be declared the winner. The resolution of all tie votes will be overseen by the Association’s Secretary or by such other person designated by the Board. The Board may designate the Association’s managing agent to oversee the resolution of tie votes. Notwithstanding any other language in these Bylaws, if the election for the Board is conducted solely by electronic voting or by absentee ballots (or a combination of both): (a) no quorum is necessary for the election of Directors; and (b) the candidate(s) receiving the most votes will be elected to the open position(s) and will take their place on the Board when the election results are announced. REVIEW If multiple voting methods are allowed, a vote cast by a Member in person at an election meeting (if applicable) will prevail over a vote cast by any other type of voting method. A vote cast by electronic voting (if applicable) will prevail over any other voting method except an in person vote cast at an election meeting. A vote cast by an absentee ballot (if applicable) will prevail over a proxy signed by a Member.

Section 7. Resignation from the Board. A member of the Board may resign from the Board at any time by giving written notice (including e-mail notice) to the Board, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns from the Board and then refuses to give written notice of resignation after being requested to do so in writing (including an e-mail request), the Board may note the resignation in the minutes of the next Board meeting at which time the oral resignation will be deemed to be effective.

Section 8. Vacancies on the Board. A vacancy on the Board arising because of death, resignation, removal or otherwise will, unless otherwise determined by the Board, be filled by a majority vote of the remaining Directors though less than a quorum or, when

applicable, by a sole remaining Director. Any Director so appointed will hold office for the unexpired term of the Board position to which s/he was appointed. If by reason of death, resignation, or otherwise, the Association has no Directors in office, any Member of the Association may call a special meeting of Members for the purpose of electing a Board.

Section 9. Removal of Directors. Any Director may be removed from the Board, with or without cause, by the affirmative vote of a majority of the total number of votes in the Association (and not a majority of a quorum of Members voting in such removal vote) voting in person or by proxy (if applicable) or by any other voting method allowed by law and approved by the Board. If the vote to remove a Director(s) is held at a meeting of the Members: (a) quorum must be obtained at the meeting for the vote to be valid; and (b) any Director(s) whose removal is proposed must be given the opportunity to be heard at the meeting; and (c) notice that a vote to remove a Director(s) must be included in the meeting notice. Notwithstanding any other language in these Bylaws, any provision regarding a reduction in the quorum requirement is not applicable to a meeting and/or a vote to remove a Director. If the Board is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than 20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board and will, therefore, be immediately considered removed from the Board. Any Director may 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. "Just cause" means any 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. In the event of the removal of a Director under this section, a successor for the removed Director will be appointed by a majority of the remaining Directors or, if applicable, by the sole remaining Director. The Board may initiate a vote to remove a Director upon the approval of at least a majority of the Board of Directors. The Members may initiate a vote to remove a Director by calling for a special meeting of the Members pursuant to Article II of these Bylaws for the purpose of removing a Director.

Section 10. Recount of Votes. Any Member may request a recount of the votes of an election. A request for a recount must be submitted not later than the 15th day after the date of the meeting of the Members at which an election or vote was held or the date of the announcement of the results of the election or vote if no meeting was held. For purposes of this section, the term "submitted" will mean the date on which the recount request is deposited in the mail or delivered in person in accordance with the requirements of this section. A demand for a recount must be submitted in writing either:

- a. by verified mail to the Association's mailing address as reflected on the last recorded management certificate; or
- b. in person to the Association's management agent as reflected on the last recorded management certificate or to the address to which absentee ballots and

proxy ballots (if applicable) were 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 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 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 will send a final invoice to the Member on or before the 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 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 will issue a refund to the Member not later than the 30th business day after the date the invoice is sent to the Member.

Only after payment is received, the Association shall, at the expense of the Member requesting the recount, retain the services of a qualified person to perform the recount. The Association will 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 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 each Member requesting the recount.

A recount must be performed on or before the 30th day after the date of receipt of the payment for the recount. The Association will provide each Member who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association will reimburse the Member for the cost of the recount not later than the 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 11. Regular Board Meetings. Regular meetings of the Board may be held at such time, date, and place as will be determined from time to time by a majority of the Directors. The frequency of regular meetings will be as deemed necessary and appropriate by the Board or as otherwise required by the applicable governing documents. Notice of each regular meeting will be given to all Members as required by law. The Board may participate in and hold a regular or special meeting by means of:

- a. conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or

- b. another suitable electronic communications system, including video conferencing technology or the Internet, only if:
 - i. at least a majority of Directors entitled to participate in the meeting consent to the meeting being held by means of that system; and
 - ii. 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;
 - iii. all Directors may hear and be heard by every other Director;
 - iv. except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and
 - v. the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection iv above.

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. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. 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. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members, unless done in an open meeting for which prior notice was given to the Members.

Section 12. Special Meetings of the Board of Directors. Special meetings of the Board will be held when called by the President or by a majority of the Directors then in office. The notice will specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice will be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices will be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail will be deposited into a United States mailbox, at least three (3) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile will be delivered or given at least three (3) days before the time set for the meeting. The provisions in Article III of these Bylaws relating to notice to the Members of Board meetings are applicable to a special meeting of the

Board.

Section 13. Notice of Board Meetings. The Board will give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting will be:

- a. mailed to all Members at least ten (10) days before the date of the meeting; or
- b. provided at least 144 hours before the start of a regular Board meeting and at least 72 hours before the start of a special Board meeting by:
 - i. being posted in a conspicuous location, either in or on a Common Area or, with the owner's consent, on conspicuously located privately owned property within the Association, or on the Association's website; and
 - ii. being emailed to all Members who have registered their email addresses with the Association.

It is a Member's responsibility to register and keep an updated email address with the Association.

Section 14. Waiver of Notice of a Board Meeting. Notice of a Board meeting will be deemed to have been properly given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

Section 15. Quorum of Board of Directors. At all meetings of the Board, a majority of the Directors then in office 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. A meeting at which a quorum is initially present may continue and business may be transacted notwithstanding the withdrawal of 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, the President (or other presiding officer of the meeting) 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 the original meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Directors. 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 will 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 will be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting. Open or vacant Board positions will not be counted when determining quorum for a meeting of the Board.

Section 16. Compensation/Director Contracts. No Director will receive any compensation from the Association for acting in such capacity. However, Directors may be reimbursed for out-of-pocket expenses incurred on Association business. Directors may receive

compensation from the Association when taking action at the request of the Association other than in the capacity of Director, however, the Association must comply with Texas Property Code Section 209.0052 before entering into a contract with a Director.

Section 17. Conduct of Board Meetings. The President will preside over all meetings of the Board and the Secretary, or such other Director and/or management agent, if any, or office staff as the Board may designate, will keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. If the President is unwilling or unable to preside at a Board meeting, then the Secretary or such other Board member as designated by a majority of the Board will preside at the Board meeting. The Board may, with the President's approval, designate the management agent, if any, or office staff to preside over the Board meeting.

Section 18. Open Board Meetings. All meetings of the Board will 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. If a Member unreasonably disrupts a meeting of the Board or repeatedly interrupts the discussion between Directors, the Board will have the authority, after an initial warning, to cause that Member to be removed from the meeting. A Board meeting may be held by electronic or telephonic means provided that (a) each Director may hear and be heard by every other Director, (b) all Members in attendance at the meeting may hear all Directors (except if adjourned to executive session), and (c) all Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate.

Section 19. Board Meeting Executive Session. The Board may adjourn a regular or special Board 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, and 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 executive session will 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. If the executive session is held at the end of a properly noticed Board meeting, the oral summary of the actions taken in the executive session may be presented at the next properly noticed Board meeting.

Section 20. Board Action Outside of Board Meeting. The Board may take action 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 President will determine the time period for the Board members to express an opinion and vote in accordance with the time frame described above. If the Board President is unwilling or unable to determine such time period, a majority of the Directors then in office will determine the time period. The vote of a majority of the Directors under this provision will constitute the decision of

the Board. 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. The Board may not, unless done in an open meeting for which prior notice was given to all Members in accordance with state law, 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 Assessments;
- f. levying of 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 that increases the budget by more than ten percent (10%);
- 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 21. Board Authority. The Board of Directors is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration of the Association's affairs. The Board of Directors may take all actions and do all things on behalf of the Association unless otherwise provided in each applicable Declaration, the Association's Certificate of Formation, or these Bylaws.

The Board of Directors has the authority, but not the obligation [unless otherwise provided for in the law or the Association's Dedicatory Instruments (as that term is defined in Section 202.001(1) of the Texas Property Code], to do the following (by way of explanation, but not limitation):

- a. Prepare and adopt an annual budget.
- b. Provide for the operation, care, upkeep, and maintenance of all of the Common Area including establishing rules and regulations governing the use of the Common Area and establishing fines and/or penalties for the infraction thereof including, but not limited to, suspending a Member's right (or a tenant's right) to use the Common Area to the extent allowed by law.
- c. Designate, hire, and dismiss the personnel necessary for the operation of the Association and for the maintenance, repair, and replacement of Association

property and, where appropriate, provide 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.

- d. Collect the assessments, depositing the proceeds thereof in a bank depository and using the proceeds to administer the Association.
- e. Make and amend rules, regulations and policies for the Association.
- f. Adopt, establish, and amend from time to time, a fine schedule or fine policy for any infraction of the Association's Dedicatory Instruments.
- g. Open bank accounts on behalf of the Association and designating the signatories required.
- h. Make, or contract 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. Enforce, by legal means, the provisions of the Declaration, these Bylaws, and all other rules, regulations and policies adopted by the Association, and bring any proceeding which may be instituted on behalf of or against the Members concerning the Association.
- j. Suspend a Member's right (or a tenant's right) to use Common Area during any period in which such Member: (i) has failed to pay an assessment (or any portion thereof) or any other charge (or any portion thereof) authorized by the Association's Dedicatory Instruments or state law; or (ii) or such Member's family member(s), guest(s) or tenant(s) has violated the Association's Dedicatory Instruments and the Member has been notified of such violation in writing by the Association.
- k. Obtain and carry insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.
- l. Pay the cost of all services rendered to the Association or its Members and not directly chargeable to Members.
- m. Keep 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 will be kept in accordance with generally accepted accounting practices and will be available as required by Texas law.
- n. Provide, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration. The

Association may charge a fee for providing such information.

- o. Charge a “transfer fee” when changing the records of the Association upon the transfer of title to a Lot.
- p. Issue, or cause to be issued, upon demand by a Member or by a Member’s representative at the time of the sale or refinance of a property under the jurisdiction of the Association, a statement setting forth what charges, if any, are due and owing to the Association. The Association may charge a fee for the issuance of such statement. The Association may authorize a third party to provide such statement and the Member is responsible to pay the fee of the third party.
- q. Adopt 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.
- r. Exercise any other power as authorized or allowed by the Association’s Dedicatory Instruments or state law.
- s. Charge to a Member and place on the Member’s assessment account the actual cost to repair any damage to Association Common Area or to any other real or personal property that the Association maintains that is caused by the Owner or the Owner’s guest(s), tenant(s), invitee(s), etc.
- t. Impose a fee for the use, rental, or operation of the Common Area and for services provided to property owners.
- u. Regulate the use, maintenance, repair, replacement, modification and appearance of the properties under the jurisdiction of Association.

Section 22. Management Agent. The Board may, but is not required to, employ for the Association a professional management agent or agents, or manager, at a compensation rate established by the Board, to perform such duties and services as the Board shall authorize.

Section 23. Non-Voting Director. The Board may appoint one Non-Voting Director in accordance with Texas Business Organizations Code Section 22.210. The Non-Voting Director does not have the authority, duties, or liabilities of a Director and is not a governing person of the Association. As used in these Bylaws, the term “Director(s)” and “Board of Directors” does not include the Non-Voting Director unless otherwise indicated. The Non-Voting Director may be removed from the Non-Voting Director position with or without cause at any time by a majority vote of the Board. The Non-Voting Director will not count towards quorum for meetings of the Board nor be entitled to vote as a Director. The Non-Voting Director will, however, be entitled to receive notice of and attend Board meetings. The Non-Voting Director must be a Member of the Association. A Member is not eligible to serve as the Non-Voting Director if the Board is presented with evidence in

accordance with Texas Property Code Section 209.00591(b) that the Member was 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 Non-Voting Director must be in good standing with the Association. "Good standing" as used in this provision shall mean that the Non-Voting Director maintains a zero balance on the Non-Voting Director's assessment account and that there is not a violation of the Association's Dedicatory Instruments (as defined previously in these Bylaws) as alleged by the Association on the Lot owned by the Non-Voting Director. The Non-Voting Director will perform the duties assigned to him/her by the Board. The Board may, but is not required to, appoint the Non-Voting Director to a voting Director position in the event that a voting Director position on the Board becomes vacant.

Article IV **Officers**

Section 1. Officers. The officers of the Association will be the President, Vice President, Secretary and Treasurer. All officers must also be members of the Board. The Board may select, appoint and/or remove such other officers as it shall deem appropriate, such officers to have the authority to perform the duties prescribed by these Bylaws and/or the duties prescribed from time to time by the Board. All officers must also be Directors.

Section 2. Multiple Offices. Any two or more offices may be held by the same person except the offices of President and Secretary in accordance with Texas Business and Organizations Code Section 22.231(a).

Section 3. Election Term of Office and Vacancies. The officers of the Association will be elected annually from within and by the Board at the first meeting of the Board 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.

Section 4. Officer Removal. Any officer may be removed by a majority vote of the Board, 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. The Board may fill any vacant officer position in the open session of a properly noticed Board meeting.

Section 5. Powers and Duties. The officers of the Association will each have the powers and duties generally described below as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. Notwithstanding any language in this Section 5, the Board may, with or without cause, assign an officer's duties to another officer, office staff or managing agent in its sole or absolute discretion.

- (a) President: The President, subject to the control of the Board, shall be in general charge of the affairs of the Association in the ordinary course of its business; he/she shall preside at all meetings of the members and of the Board; he may make, sign and execute any deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association; and he/she shall do and perform such other duties as may from time to time be assigned to him by the Board.

- (b) Vice President: The Vice President shall act in the place and stead of the President in the event of his/her absence or inability to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Treasurer: The Treasurer shall have custody of all the funds and securities of the Association which come into his/her hands. When necessary and proper he/she may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank or banks or depositories as shall be designated in the manner described by the Board; he/she may sign all receipts and vouchers for payments made to the Association, either alone or jointly with such officer or agent as is designated by the Board; wherever required by the Board, he shall render a statement of the books and accounts to any Director of the Association during business hours; cause a report of the Association's books to be made by a public accountant at the completion of each fiscal year; shall perform all acts incident to the position of Treasurer and subject to the control of the Board, give such bond for the faithful discharge of his/her duties in such form as the Board may require. The Board is not obligated to require that the Treasurer post a bond.
- (d) Secretary: The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members in books provided for that purpose; he/she shall attend to the giving and serving of all notices; he/she may sign with the President or Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. He/she shall have charge of and maintain and keep such books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon request at the office of the Association during business hours, and he/she shall in general perform all the duties incident to the office of Secretary subject to the control of the Board.

Section 6. Resignation of an Officer. Any officer may resign his or her office at any time by giving written notice (including e-mail notice) to the Board, the President, the Secretary, or the Association's management agent. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective. If a Director orally resigns his or her office and then refuses to give written notice of resignation after being requested to do so in writing (including an e-mail request), the Board may, if the Director in question does not attend the next Board meeting for any reason, note the resignation in the minutes of the next Board meeting at which time such oral resignation will be effective.

Section 7. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, and leases of the Association will be executed by the President of the Association or, if the President is unwilling or unable to execute such document, by at least one (1) officer designated by the Board or by such other person or persons as may be designated by resolution of the Board. The Board may designate any officer of the Association to execute any other Association document.

Section 8. Compensation. No officer may receive any compensation from the Association for acting in such capacity.

Article V Committees

The Board is authorized to form committees as it deems necessary or as required by the Declaration. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by the Board. Such committees will perform such duties and have such powers as directed by the Board. The size of each committee will be in the sole and absolute discretion of the Board. Unless otherwise provided by the Declaration, the Board has the authority to appoint and remove committee members, at any time with or without cause, in its sole discretion. The Board may, but is not required to, adopt committee rules or a committee charter for any committee formed under these Bylaws which rules or charter may describe, among other things, the function of the committee and the rules under which the committee will operate.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the corporation will begin on the first day of January and end on the 31st of December of every year.

Section 2. Parliamentary Rules. Simple parliamentary procedure will govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these Bylaws.

Section 3. 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, regulations or policies of the Association, the provisions of Texas law, the Declaration, the Certificate of Formation, these Bylaws, and the rules, regulations or policies of the Association (in that order) will prevail.

Section 4. Books and Records. Books and records of the Association will be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative will have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. This provision will not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy.

Section 5. Member's Mailing Address. It is the responsibility and obligation of each Member who owns a Lot under the jurisdiction of the Association to provide the Member's mailing address to the Association and to promptly notify the Association in the event the Member's mailing address changes. In order to be effective, notice of the Member's mailing address or a change of the Member's mailing address must be mailed to the

Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Member's responsibility to maintain evidence of receipt by the Association of Member's notice of address change. The Association may, at its discretion, accept a notification of a change in an Member's mailing address sent by regular mail or e-mail, however, a Member that disputes the mailing address listed in the Association's records must be able to prove that the Member sent an address change notification by providing evidence of receipt by the Association of Member's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Member's mailing address shall be deemed to be the street address of the Member's Lot or the last alternative mailing address provided to the Association by the Member in writing. All notices to a Member pursuant to these Bylaws shall be mailed to the Member at the Member's last known mailing address. If mail to a Member is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Member may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Member's current mailing address or to obtain the Member's current mailing address. Any costs incurred by the Association to verify a Member's current mailing address or obtain a Member's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Member. The failure of a Member to receive a notice(s) or to properly notify the Association of a change in a Member's mailing address shall in no way waive or negate the Member's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Member's mailing address.

Section 6. Audit. An audit of the accounts of the Association will be performed by a qualified, independent certified public accountant as frequently as deemed necessary by the Board. Each audit will be in accordance with generally accepted auditing standards to obtain reasonable assurance that the Association's financial statements are free of material misstatements, to assess accounting principles used, and to evaluate the overall financial statement presentation.

Section 7. Indemnification. The Association must indemnify a current and past director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a claim or proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

Section 8. Invalidation. The invalidation of any term or provision of these Bylaws by a court of competent jurisdiction will not operate to void or otherwise invalidate the remaining terms and provisions hereof.

Section 9. Amendment. These Bylaws may be amended by a majority vote of the Board pursuant to Section 22.102 of the Texas Business Organizations Code.

**ARTICLE VII
ACTIONS REQUIRING MEMBERSHIP APPROVAL**

Section 1. Per Project. No more than \$15,000 per project may be spent or committed to without approval of a simple majority of the eligible voting members present at the Annual Meeting or a Special Meeting called by the Board of Directors or by mail in ballots, as provided by the Board of Directors, received one day prior to the meeting.

Section 2. Additional Fees. No other fees, dues, or assessments shall be imposed unless approved by vote of a majority of the Members present at the Annual Meeting or at a Special Meeting of Members called for that purpose or by mail.

Section 3. Purposes of Association. Unless otherwise approved by the Members, the funds and assets of the Association may be used only for the general benefit of the Canyon Lake Village West lot owners as a whole, in accordance with the purposes and objectives as established in Article I above.

Section 4. Facilities. No funds shall be spent for additional facilities (capital assets) or for major improvements, nor shall existing facilities or properties be disposed of, without the approval of Members.

Section 5. Vote Required. The approval required for exceptions to the foregoing restrictions and limitations shall consist of a majority vote of the Members attending the Annual or a Special Meeting of the Members called for such purpose or mail in ballot. For any Annual or Special Meeting of the Members called for the purposes provided for herein in this Article VII, mail in voting may be submitted by U.S. mail or overnight mail service to an Independent Third Party chosen by the Board of Directors. Mailed in voting ballot must be received one day prior to the Annual or Special called meeting in order to be counted.

President

I hereby certify that as Secretary of the Association, these Amended and Restated Bylaws of Canyon Lake Village West Property Owners Association were approved by not less than a majority vote of the Board and now appear in the books and records of the Association, to be effective upon recording in the Official Public Records of Comal County, Texas.

TO CERTIFY which witness my hand this the 26 day of June, 2023.

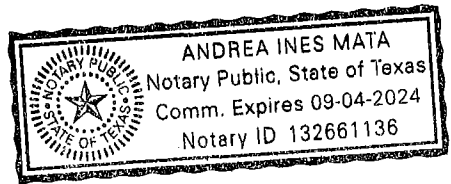
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

By: [Signature]
Printed: Matthew Pfeil
Director

THE STATE OF TEXAS §
Travis §
COUNTY OF COMAL §

BEFORE ME, the undersigned notary public, on this 26th day of June, 2023, personally appeared Matthew Pfeil, Secretary of Canyon Lake Village West Property Owners Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

[Signature]
Notary Public in and for the State of Texas



PAYMENT PLAN POLICY
for
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

I, Matt Pfeil, President of Canyon Lake Village West Property Owners Association (the “Association”), certify that at a meeting of the Board of Directors of the Association (the “Board”) duly called and held on the 8th day of June, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy (“Policy”) was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the Restrictions of Canyon Lake Village West, Unit No. 1 and Unit No. 2 recorded in Volume 161, Page 437; Restrictions of Canyon Lake Village West No. 3 recorded in Volume 166, Page 94; Restrictions of Canyon Lake Village West, Unit No. 4 recorded in Volume 226, Page 241; and Restrictions of Canyon Lake Village West, Unit No. 5 recorded in Volume 251, Page 312, all in the Official Property Records of Real Property, Comal County, Texas, as amended or supplemented, if any, (“Declaration”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners’ associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties.

3. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

POLICY:

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This Policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a “collection agent” as that term is defined by Section 209.0064 of the Texas Property Code.

2. **Term.** The term for a payment plan offered by the Association will be a minimum of three (3) months and a maximum of twelve (12) months. The maximum period for a payment plan may be extended if the Board of Directors determines, in its sole judgment, that hardship conditions exist necessitating a longer payment plan period.

3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement (“Payment Plan Agreement”) which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3rd) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, or the actual cost charged to the Association by the Association’s management company/managing agent, if any, for preparing the payment plan and processing each payment on the payment plan. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include, by way of example and not in limitation, late charges.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of

the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, however, notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. Owners Not Eligible for a Payment Plan. The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan. The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this 26 day of June, 2023

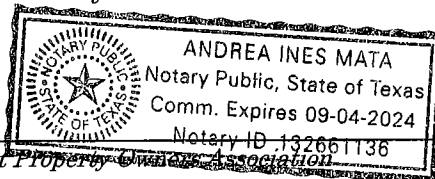
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

By: [Signature]
Matthew Pfeil, Secretary
President

THE STATE OF TEXAS §
 Travis §
COUNTY OF COMAL §

~~2022~~²⁰²³ BEFORE ME, the undersigned notary public, on this 26th day of June, personally appeared Matthew Pfeil, President of Canyon Lake Village West Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

[Signature]
Notary Public in and for the State of Texas



DOCUMENT RETENTION POLICY
for
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF COMAL §

I, Matt Pfeil, President of the Board of Directors of Canyon Lake Village West Property Owners Association (the “**Association**”), do hereby certify that at a meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the 8th day of June, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Document Retention Policy (“**Policy**”) was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the Restrictions of Canyon Lake Village West, Unit No. 1 and Unit No. 2 recorded in Volume 161, Page 437; Restrictions of Canyon Lake Village West No. 3 recorded in Volume 166, Page 94; Restrictions of Canyon Lake Village West, Unit No. 4 recorded in Volume 226, Page 241; and Restrictions of Canyon Lake Village West, Unit No. 5 recorded in Volume 251, Page 312, all in the Official Property Records of Real Property, Comal County, Texas, as amended or supplemented, if any, (“**Declaration**”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts this Policy for the purpose of prescribing the document retention policy pursuant to Section 209.005 of the Texas Property Code.
3. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

DOCUMENT RETENTION POLICY

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 them as 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.

I hereby certify that I am the Secretary of the Board of Directors of the Association and that this Document Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this the 26 day of June, 202~~2~~³

CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

By: [Signature]

Printed: Matthew Pfeil

Secretary
President

THE STATE OF TEXAS §
 Travis §
COUNTY OF COMAL §

²⁰²³~~2022~~ BEFORE ME, the undersigned notary public, on this 26th day of June, personally appeared Matthew Pfeil, ~~Secretary~~^{President} of Canyon Lake Village West Property Owners Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

[Signature]
Notary Public in and for the State of Texas

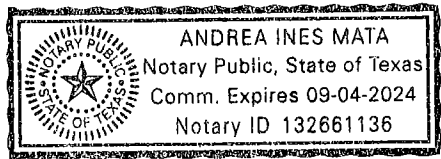


EXHIBIT "A"
DOCUMENT RETENTION POLICY

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus four (4) years	
Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual member meetings	Seven (7) years	
Restrictive Covenants	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	Seven (7) years	

ACCESS, PRODUCTION AND COPYING POLICY
for
CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF COMAL §

I, Matt Pfeil, President of the Board of Directors of Canyon Lake Village West Property Owners Association (the “**Association**”), do hereby certify that at a meeting of the Board of Directors of the Association (the “**Board**”) duly called and held on the 8th day of June, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Access, Production and Copying Policy (“**Policy**”) was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the Restrictions of Canyon Lake Village West, Unit No. 1 and Unit No. 2 recorded in Volume 161, Page 437; Restrictions of Canyon Lake Village West No. 3 recorded in Volume 166, Page 94; Restrictions of Canyon Lake Village West, Unit No. 4 recorded in Volume 226, Page 241; and Restrictions of Canyon Lake Village West, Unit No. 5 recorded in Volume 251, Page 312, all in the Official Property Records of Real Property, Comal County, Texas, as amended or supplemented, if any, (“**Declaration**”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts this Policy for the purposes of prescribing accessibility to Association books and records, the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005 of the Texas Property Code.

3. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

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 (i) with 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 (10th) business day after the date the Association receives the request, 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 (10th) 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 (10th) business day after the date the Association receives the request, 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 hereinabove. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information (1) regards pending legal issues, unless specifically required by law; (2) regards personnel matters such as individual salaries; (3) regards other members; or (4) 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 (30th) 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 (30th) 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 (30th) 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 \$0.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy: These charges cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The 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 & non-rewritable CD – \$1.00
 - (F) Digital video disc – \$3.00
 - (G) JAZ drive – actual cost
 - (H) Other electronic media – actual cost
 - (I) VHS video cassette – \$2.50
 - (J) Audio cassette – \$1.00
- (3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper) – \$0.50
- (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) When confidential information is mixed with public information on the same page, a labor charge may be recovered for time spent by an attorney, legal assistant, or any other person who reviews the requested information to redact,

blackout, or otherwise obscure confidential information in order to release the public information;

(3) 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 (2) or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

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 and a transaction fee is charged by the credit card company, that fee may be added to the total charge.

5. DENIAL OF REQUESTED INFORMATION

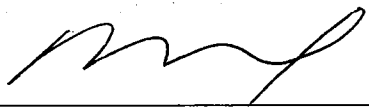
If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting member of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the owner, in writing of their right to appeal to the Board.

CERTIFICATION

I hereby certify that I am the ~~Secretary~~^{President} of the Board of Directors of the Association and that this Access, Production and Copying Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

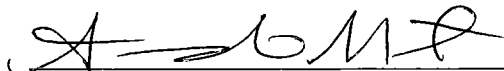
TO CERTIFY which witness my hand this the 26 day of June, 2023

CANYON LAKE VILLAGE WEST PROPERTY OWNERS ASSOCIATION

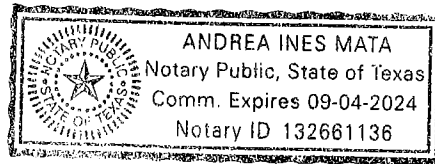
By: 
 Printed: Matthew Pfeil
 Director

THE STATE OF TEXAS §
 COUNTY OF ^{Travis} ~~COMAL~~ §

BEFORE ME, the undersigned notary public, on this 26th day of June, ~~2022~~²⁰²³ personally appeared Matthew Pfeil, ~~Secretary~~^{President} of the Board of Directors of Canyon Lake Village West Property Owners Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.


 Notary Public in and for the State of Texas

Filed and Recorded
 Official Public Records
 Bobbie Koopp, County Clerk
 Comal County, Texas
 07/19/2023 03:04:05 PM
 TERRI 40 Pages(s)
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 Bobbie Koopp