

West End Townhomes
PO Box 529
Lubbock TX 79408

2020015375 30 PGS NOTICE



**NOTICE OF FILING OF DEDICATORY INSTRUMENTS
FOR WEST END TOWNHOMES OWNERS' ASSOCIATION, INC.**

STATE OF TEXAS

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COUNTY OF LUBBOCK

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This NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR WEST END TOWNHOMES OWNERS' ASSOCIATION, INC., dated April, 20, 2020 ("Notice"), is made by West End Townhomes Owners' Association, Inc. ("Association"), in accordance with Texas Property Code section 202.006.

The Association is the property owners' association created to manage or regulate the development subject to the Declaration of Restrictive Covenants for West End Townhomes Addition (as amended or restated from time to time) ("Declaration"), which development is more particularly described in the Declaration.

Texas Property Code section 202.006 provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county where the development is located.

Texas Property Code section 202.006(b), effective January 1, 2012, provides that a dedicatory instrument has no effect until the instrument is filed of record in the real property records of the county where the development is located.

The Association desires to file of record this Notice with respect to the dedicatory instruments attached as Exhibit A and in accordance with Texas Property Code section 202.006.

NOW, THEREFORE, the dedicatory instruments attached as Exhibit A are true and correct copies of the originals and are hereby filed of record in the Official Public Records of Lubbock County, Texas, in accordance with the requirements of Texas Property Code section 202.006.

EXECUTED as of April, 20, 2020.

WEST END TOWNHOMES OWNERS'
ASSOCIATION, INC., a Texas nonprofit
corporation

By: 

Farrell Martin, President

STATE OF TEXAS

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COUNTY OF LUBBOCK

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This instrument was acknowledged before me on April 20th, 2020, by Farrell Martin, President of West End Townhomes Owners' Association, a Texas nonprofit corporation, on behalf of said entity.



Notary Public - State of Texas

(seal)

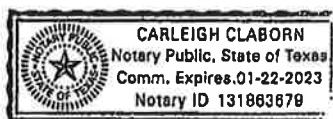


Exhibit A

List of Dedicatory Instruments attached:

- 1) Bylaws of West End Townhomes Owner's Association, Inc.;
- 2) West End Townhomes Owner's Association, Inc. – Assessment Collection Policy;
- 3) West End Townhomes Owner's Association, Inc. – Payment Plan Policy;
- 4) West End Townhomes Owner's Association, Inc. – Document Retention Policy;
- 5) West End Townhomes Owner's Association, Inc. – Records Production and Copying Policy; and
- 6) West End Townhomes Owner's Association, Inc. – Architectural Guidelines for the Installation of Solar Panels.

**BYLAWS OF
WEST END TOWNHOMES OWNERS' ASSOCIATION, INC.**

**ARTICLE 1
DEFINITIONS**

1.1. **Declaration.** "Declaration" means the Declaration of Restrictive Covenants dated April 9, 2020, and filed for record in the Official Public Records of Lubbock County, Texas, including any amendments that may be made from time to time in accordance with its terms.

1.2. **Manager.** "Manager" means any professional manager or management company with whom the Association contracts for the day-to-day management of the Subdivision or the administration of the Association.

1.3. **Subdivision.** "Subdivision" means West End Townhomes, a subdivision in Lubbock County, Texas, according to the Plat, including the land, all improvements and structures on the land, and all easements, rights, and appurtenances to the land, as more particularly described in the Declaration.

1.4. **Other Terms.** Other defined terms used in these Bylaws have the meaning given them in the Declaration, which is incorporated by reference and made a part of these Bylaws.

**ARTICLE 2
APPLICABILITY OF BYLAWS**

2.1. **Corporation.** The provisions of these Bylaws constitute the Bylaws of West End Townhomes Owners' Association, Inc., a Texas nonprofit corporation ("Association").

2.2. **Applicability.** The provisions of these Bylaws are applicable to the Subdivision as defined above.

2.3. **Personal Application.** All present or future Owners, present or future tenants, their employees, or other Persons that use the facilities of the Subdivision in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Lots of the Subdivision, or the act of occupancy of any of the Lots, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

**ARTICLE 3
OFFICES**

3.1. **Principal Office.** The principal office of the Association will be located at 810 Texas Avenue, Lubbock, Texas 79401. The location of the principal office may be changed from time to time by the Board.

3.2. **Registered Office and Registered Agent.** The Association will have and will continuously maintain in the State of Texas a registered office and a registered agent whose office will be the same as the registered office, as required by the Texas Business Organizations Code. The registered office may be, but need not be, the same as the principal office of the corporation. The address of the registered office may be changed from time to time by the Board.

ARTICLE 4 QUALIFICATIONS FOR MEMBERSHIP

4.1. **Membership.** Every Owner of a Lot will automatically be a Member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot. Each Member will be entitled to cast one (1) vote for each Lot owned with respect to any matter on which members of the Association are entitled to vote. In cases where more than one Person owns a fee interest in a Lot, all such Persons will arrange among themselves for one of them to exercise the voting rights attributable to their Lot. Membership of a Member in the Association will automatically terminate when the Member ceases to be an Owner. The termination, however, will not release or relieve the Member from any liability or obligation under the Restrictions that was incurred during the Member's period of ownership of a Lot.

4.2. **Proof of Member.** The rights of membership will not be exercised by any Person until satisfactory proof has been furnished to the Secretary of the Association that the Person is qualified as a Member. This proof may consist of a copy of a duly executed and acknowledged deed or title-insurance policy evidencing ownership of a Lot. A deed or policy will be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.3. **No Additional Qualifications.** The sole qualification for membership will be the ownership of a Lot. No initiation fees or dues will be assessed against any Person as a condition of membership except the assessments, levies, and charges specifically authorized under the Certificate of Formation or the Declaration.

4.4. **Certificates of Membership.** The Board may provide for the issuance of certificates evidencing membership in the Association in such form as may be determined by the Board. All certificates evidencing membership will be consecutively numbered. The name and address of each Member and the date of issuance of the certificate will be entered on the records of the Association and maintained by the Secretary of the Association at the registered office of the Association.

ARTICLE 5 VOTING RIGHTS

5.1. **Allocation.** Voting rights will be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration.

5.2. **Manner of Voting.** At all meetings of Members, each Member, subject to Article 4, may vote in person, by a legitimate proxy in form approved by the Board, by absentee ballot, or by electronic ballot. All proxies must be in writing and filed with the Secretary of the Association before any Member may vote by proxy. Every proxy will be revocable and will automatically cease on conveyance by the Member of the Member's Lot or on receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of the Member. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.3. **Quorum.** Except as otherwise specifically provided in the Declaration or the Certificate of Formation, the presence, either in person, by proxy, by absentee ballot, or by electronic ballot, at any

meeting of Members entitled to cast at least fifty-one percent (51%) of the total voting power of the Association will constitute a quorum for any action; however, an absentee or electronic ballot may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time no less than five (5) days or more than thirty (30) days from the meeting date.

5.4. Required Vote. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, by absentee ballot, or by electronic ballot, at a meeting at which a quorum is present will be the act of the Members, unless the vote of a greater number is required by statute, the Declaration, or the Certificate of Formation; however, an absentee or electronic ballot may not be counted, even if properly delivered, if the Member actually attends the meeting to vote in person and does so cast a vote at the meeting, and may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a board member election is not considered an amendment to the proposal for the election.

5.5. Absentee Ballots. A solicitation for votes by absentee ballot must include (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action, (b) instructions for delivery of the completed absentee ballot, including the delivery location, and (c) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

5.6. Electronic Ballots. An electronic ballot means a ballot (a) given by electronic mail, fax, or posting on an Internet website, (b) for which the identity of the Member submitting the ballot can be confirmed, and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on an Internet website, a notice of the posting will be sent to each Member with instructions on obtaining access to the posting on the website.

ARTICLE 6 MEETINGS OF MEMBERS

6.1. Annual Meeting. The first meeting of the Members of the Association will be held within one hundred twenty (120) days after the closing of the sale of fifty percent (50%) of the Lots to Owners other than Declarant or within six (6) months after the closing of the sale of the first Lot within the Subdivision, whichever is earlier. After the first meeting, the annual meeting of the Members of the Association will be held on the second Tuesday of April of each succeeding calendar year at the hour of 7:00 p.m. unless otherwise determined by the Board. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

6.2. Special Meeting. Special meetings of the Members may be called by the President of the Association, by the Board, or by Members representing at least twenty percent (20%) of the total voting power of the Association unless otherwise required by law.

6.3. Place. Meetings of the Members will be held within the Subdivision or at a meeting place as close to the Subdivision as possible, as permitted by law and specified by the Board in writing.

6.4. Notice of Meetings. Written notice of all Members' meetings will be given by or at the direction of the Secretary of the Association or such other Persons as may be authorized to call the meeting, by mailing, e-mailing, or personally delivering a copy of the notice at least ten (10) but no more than sixty (60) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address or e-mail address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The notice must specify the place, day, time, and, for special meetings, general subject of the meeting.

6.5. Order of Business. The order of business at all meetings of the Members will be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of directors.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) New business.

6.6. Action Without Meeting. Any action that must or may be taken at a meeting of the Members, other than the election of Directors, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by the requisite number or voting power of the Members and filed with the Secretary of the Association. A Member can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Member and the date on which the Member transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Member meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a

consent in writing signed by a Member may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

ARTICLE 7 BOARD OF DIRECTORS

7.1. Governing Body; Composition. The affairs of the Association will be governed by a Board of Directors ("Board"). Each Director will have one equal vote. In the case of a Member that is not a natural Person, any officer, director, partner, member, manager, employee, or fiduciary of the Member will be eligible to serve as a Director unless otherwise specified by written notice to the Association signed by the Member, provided that no Member may have more than one representative on the Board at a time.

7.2. Number. The number of Directors of the Association will be at least three (3) and not more than seven (7). The number of Directors authorized will be fixed as the Board may from time to time designate, or if no designation has been made, the number of Directors will be the same as the number of members of the initial Board as set forth in the Certificate of Formation. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

7.3. Term. The initial Directors are those Persons identified in the Certificate of Formation. Except as otherwise set forth in these Bylaws and in the Declaration, each Director will serve a term of two (2) years and may serve an unlimited number of consecutive terms. At the conclusion of the scheduled term of the Persons appointed as the initial Directors by the Certificate of Formation, successor Directors will hold office for staggered terms of four (4), three (3) years, two (2) years, and one (1) year, respectively, until their successors are elected and qualified.

7.4. Intentionally Deleted.

7.5. Removal. Directors may be removed, with or without cause, by the Members at a special meeting of the Members duly called for that purpose. Notice of the meeting must be given to all Directors. If the Board is presented with written, documented evidence from a database or other record maintained by a law enforcement authority that a Director 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 Director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

7.6. Vacancies. If the office of any Director becomes vacant for any reason, the remaining Directors will choose a successor to fill the unexpired term of the directorship being vacated at a special meeting called for that purpose. At the expiration of the term of his or her position on the Board, any successor Director chosen by the remaining Directors or by the Members will be reelected or his or her successor will be elected in accordance with these Bylaws. Any directorship to be filled by reason of an increase in the number of Directors will be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.7. Compensation. With the prior approval of a majority of the voting power of the Members, a Director may receive compensation in a reasonable amount for services rendered to the Association.

A Director may be reimbursed by the Board for actual expenses incurred by the Director in the performance of the Director's duties.

7.8. Powers and Duties. The Board will have the powers and duties, and will be subject to the limitations on these powers and duties, as enumerated in the Restrictions.

7.9. Nomination and Election of Directors.

(a) **Nomination.** Members may appoint a nomination committee for the purpose of soliciting Members to serve as a member of the Board and presenting to the Members before the annual meeting a list of all the interested Members. At least ten (10) days before the Association disseminates any ballots to Members for purposes of voting in an election of a Director, the Association will provide Members notice soliciting candidates interested in running for a position on the Board and containing instructions and deadlines for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot. Only Members may be nominated and elected or appointed to the Board.

(b) **Election.** Directors are elected at the annual meeting of Members. Members or their proxies may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes will be elected. Cumulative voting is prohibited.

7.10. Standard of Care. Except as otherwise provided in the Declaration, elsewhere in these Bylaws, or in the Act, the Board will act in all instances on behalf of the Association if in the good-faith judgment of the Board the action is reasonable. Each member of the Board is liable as a fiduciary of the Owners for the Board member's acts or omissions.

7.11. Manager. If the Board determines that it is in the Association's best interest to hire a Manager for the Subdivision to facilitate management of the Subdivision or the administration of the Association, the Board may delegate to a Manager responsibility for matters of a routine nature, renewable by agreement of the parties for successive one-year (1-year) periods only. The Manager will be subject to termination by either party with or without cause and without payment of a termination fee on no more than thirty (30) days' written notice. After a Manager has been appointed, no decision by the Association to manage its own affairs without a Manager will be effective unless and until approved by Members holding at least sixty-seven percent (67%) of the votes at the meeting called to consider the matter with the written consent of at least fifty-one percent (51%) of the Mortgagees.

**ARTICLE 8
OFFICERS**

8.1. Enumeration of Officers. The Officers of the Association will be a President, a Secretary, and a Treasurer and may include one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. The Board may, by resolution, create any other offices it deems necessary or desirable.

8.2. Term. The Officers of the Association will be elected annually by the Board and each will hold office for one (1) year, unless the Officer resigns, is removed, or is otherwise disqualified to serve, and until his successor is elected and qualified.

8.3. Resignation; Removal. Any Officer may resign at any time by giving written notice to the Board. A resignation will take effect on the date notice is received or at any later time specified in the notice. Any Officer may be removed from office by the Board whenever, in the Board's judgment, the Association's best interests would be served by the removal, except that the Board will have no authority to remove, and cannot remove, any Officer elected by Declarant.

8.4. Multiple Offices. Any two or more offices may be held by the same Person, except that the same Person may not hold the offices of President and Secretary.

8.5. Compensation. Officers will receive compensation for services rendered to the Association as determined by the Board and approved by a majority of the voting power of the Members.

8.6. Duties, Obligations, and Authority of the Officers.

(a) President. The President of the Association will perform the following duties:

- (1) Preside over all meetings of the Members and of the Board.
- (2) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has additionally authorized the signature of another Officer.
- (3) Call meetings of the Board whenever he deems it necessary in accordance with the Association Rules and on notice as required by the Declaration.
- (4) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge any other duties as may be required of him by the Board.
- (5) Prepare, execute, certify, and have recorded all amendments to the Declaration made by the Association.

(b) Vice President. The Vice President of the Association will perform the following duties:

- (1) Act in the place of the President in the event of the President's absence, inability, or refusal to act.
- (2) Exercise and discharge any other duties as may be required of the Vice President by the Board, and in connection with any additional duties, the Vice President will be responsible to the President.

(c) Secretary. The Secretary of the Association will perform the following duties:

- (1) Keep a record of all meetings and proceedings of the Board and of the Members.
- (2) Keep the seal of the Association and affix it on all papers requiring the seal.
- (3) Serve notices of meetings of the Board and the Members required either by law

or by these Bylaws.

- (4) Keep appropriate current records showing the Members together with their addresses.
 - (5) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second signature by the Association, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
 - (6) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.
- (d) Treasurer. The Treasurer of the Association will perform the following duties:
- (1) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
 - (2) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
 - (3) Disburse and withdraw funds as the Board may from time to time direct and in accordance with prescribed procedures.
 - (4) Prepare and distribute the financial statements for the Association required by the Declaration.

8.7. Qualification. Only Members will be qualified to serve as Officers of the Association, except for the office of Secretary, which need not be held by a Member.

8.8. Standard of Care. Except as otherwise provided in the Certificate of Formation, these Bylaws, or the Declaration, each Officer is liable as a fiduciary of the Owners for the Officer's acts or omissions.

ARTICLE 9 NO PERSONAL LIABILITY; INDEMNIFICATION

9.1. No Personal Liability. To the fullest extent permitted by applicable law, a Director or Officer will not be liable to the Association or its Members for monetary damages for any act or omission in the Director's or Officer's capacity as such, except that this Section does not eliminate or limit the liability of a Director or Officer to the extent the Director or Officer is found liable for any of the following:

- (a) A breach of the Director's or Officer's duty of loyalty to the Association or its Owners.
- (b) An act or omission not in good faith that constitutes a breach of duty of the Director or Officer to the Association or an act or omission that involves intentional misconduct or a knowing violation of the law.

(c) A transaction from which the Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the Director's or Officer's office.

(d) An act or omission for which the liability of a Director or Officer is expressly provided by an applicable statute.

Any repeal or amendment of this Section by the Members of the Association will be prospective only and will not adversely affect any limitation on the personal liability of a Director or Officer arising from an act or omission occurring before the time of the repeal or amendment. In addition to the circumstances in which a Director or Officer is not personally liable as set forth in the foregoing provisions of this Section, a Director or Officer will not be liable to the Association or its Members to the extent as permitted by any law enacted after these Bylaws, including but not limited to any subsequent amendment to the Texas Business Organizations Code.

9.2. Indemnification. The Association will indemnify any Person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as defined in Section 9.5) because the Person (a) is or was a Director or Officer of the Association or (b) while a Director or Officer of the Association, is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee-benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a Director or Officer under the Texas Business Organizations Code, as it exists or may later be amended. This right will be a contract right that will run to the benefit of any Director or Officer who is elected and accepts the position of Director or Officer of the Association or elects to continue to serve as a Director or Officer of the Association while this Section is in effect. Any repeal or amendment of this Section will be prospective only and will not limit the rights of any Director or Officer or the obligations of the Association with respect to any claim arising from or related to the services of a Director or Officer in any of the foregoing capacities before any repeal or amendment of this Section. This right will include the right to be paid or reimbursed by the Association for expenses incurred in defending any proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Organizations Code, as it exists or may later be amended. If a claim for indemnification or an advancement of costs of defense under these Bylaws is not paid in full by the Association within ninety (90) days after a written claim has been received by the Association, the claimant may bring suit against the Association to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant will also be entitled to be paid the expenses of prosecuting the claim. It will be a defense to any action that the indemnification or advancement of costs of defense is not permitted under the Texas Business Organizations Code, but the burden of proving this defense will be on the Association. Neither the failure of the Association (including the Board or any committee of the Board, special legal counsel, or Members) to have made its determination before the commencement of an action nor an actual determination by the Association (including the Board or any committee of the Board, special legal counsel, or Members) that the indemnification or advancement is not permissible will be a defense to the action or create a presumption that the indemnification or advancement is not permissible. If any Person having a right of indemnification under the foregoing provisions dies, the right will inure to the benefit of his or her heirs, executors, administrators, and personal representatives.

9.3. Rights Not Exclusive. The rights conferred in Section 9.2 are not exclusive of any other right that any Person may have or later acquire under any statute, these Bylaws, the Certificate of Formation, any resolution of Owners or Directors, by agreement, or otherwise.

9.4. Mandatory Indemnification. THE ASSOCIATION MAY ADDITIONALLY INDEMNIFY ANY PERSON COVERED BY THE GRANT OF MANDATORY INDEMNIFICATION TO SUCH FURTHER EXTENT AS IS PERMITTED BY LAW AND MAY INDEMNIFY ANY OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY THEN APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON UNDER THIS ARTICLE WILL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF THE PERSON.

9.5. Definition of Proceeding. As used in these Bylaws, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, arbitrative, or investigative); any related appeal; and any inquiry or investigation that could lead to such an action, suit, or proceeding.

9.6. Other. Contracts or other commitments made by the Board, the Officers, or the Manager will be made by these Persons as agents for the Owners, and the Board, the Officers, and the Manager will have no personal responsibility on any contract or commitment (except as Owners), and the liability of any Owner on a contract or commitment will be limited to the proportionate share of the total liability that each Owner shares with respect to Assessments.

ARTICLE 10 MEETINGS OF DIRECTORS

10.1. Regular Meetings. Regular meetings of the Board will be held quarterly at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board, at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings will be posted at a prominent place within the Common Area and Facilities.

10.2. Special Meetings. Special meetings of the Board will be held when called by written notice signed by the President of the Association or by any two (2) Directors at a place within the Subdivision or at any other place permitted by law and designated at any time by resolution of the Board. The notice will specify the time and place of the meeting and the nature of any special business to be considered. Written notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days before the date fixed for the meeting. The written notice must be delivered personally, sent by mail, or sent by fax to each Director at the Director's address as shown in the records of the Association. A copy of the notice will be posted in a prominent place or places in the Common Area and Facilities of the Subdivision at least three (3) days before the date of the meeting.

10.3. Quorum. A quorum for the transaction of business by the Board will be a majority of the number of Directors constituting the Board as fixed by these Bylaws.

10.4. Voting Requirement. The act of a majority of Directors present at a meeting at which a quorum is present will be the act of the Board unless any provision of any of the Restrictions requires the vote of a greater number.

10.5. Action Without Meeting. Any action involving routine or administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the requisite number or voting power of the Directors and filed with the Secretary of the Association. A Director can consent to an action to be taken by electronic mail (e-mail). Consent by e-mail is considered to be written, signed, and dated for the purposes of this Section if the e-mail sets forth or is delivered with information from which the Association can determine that the e-mail was transmitted by the Director and the date on which the Director transmitted the e-mail. The date of the e-mail is the date on which the consent was signed. Consent given by e-mail may not be considered delivered until the consent is reproduced in paper form and the paper form is delivered to the Association at its registered office in this state or its principal place of business, or to an officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded. Consent given by e-mail may be delivered to the principal place of business of the Association or to an Officer or agent of the Association having custody of the book in which proceedings of Director meetings are recorded to the extent and in the manner provided by these Bylaws. Any photographic, fax, or similarly reliable reproduction of a consent in writing signed by a Director may be substituted or used instead of the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the entire original writing.

10.6. Open Meetings. Regular and special meetings of the Board will be open to all Members of the Association; however, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

10.7. Executive Session. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorneys, matters involving the invasion of privacy of individual Members, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any business to be considered in executive session will first be announced in open session. Any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in the executive session.

10.8. Meeting Minutes. The Board will keep a record of each regular or special meeting of the Board in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to the Members for inspection and copying on written request to the Manager at the address appearing on the most recently filed management certificate, or if there is not a Manager, to the Board.

10.9. Notice to Members. Except for actions taken by the Board without a meeting under Section 10.5, Members will be given notice of the date, time, place, and general subject of all regular or special meetings of the Board, including a general description of any matter to be brought up for deliberation in executive session. Except for any portion of a meeting conducted in executive session, if a meeting is held by telephone conference or other electronic communication, notice will include instructions for how Members will access any telephonic or electronic communication. The notice must be (1) mailed to each Member no earlier than sixty (60) days and no later than ten (10) days before the meeting, or (2) provided at least seventy-two (72) hours before the start of the meeting by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members (i) in a prominent place or places in the Common Area and Facilities of the Subdivision or, with the consent of the applicable Owner, on other conspicuously located privately owned property within the Subdivision, or (ii) on any Internet website maintained by the Association or other Internet media, and (b) sending the notice by electronic mail (e-mail) to each Member who has registered an e-mail address with the Association. Each Member must keep an updated e-mail address registered with the Association. If the Board recesses a regular or special meeting of the Board to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent the notice requirements of this Section. If a regular or special meeting of the Board is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board will give notice of the continuation in at least one manner prescribed by this Section within two (2) hours after adjourning the meeting being continued. Any action taken without notice to the Members under this Section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the applicable regular or special meeting, and documented in the minutes of the next regular or special meeting of the Board. Despite anything in these Bylaws to the contrary, the Board may not, unless done in an open meeting for which prior notice was given to the Members under this Section, consider or vote on (1) fines, (2) damage assessments, (3) initiation of foreclosure actions, (4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety, (5) increases in Assessments, (6) levying of special Assessments, (7) appeals from a denial of Architectural Committee approval, (8) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a meeting of the Board to present the Owner's position, including any defense, on the issue, (9) lending or borrowing money, (10) the adoption or amendment of a dedicatory instrument, (11) 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%), (12) the sale or purchase of real property, (13) the filling of a vacancy on the board, (14) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements, or (15) the election of an officer.

ARTICLE 11

BOOKS AND RECORDS

11.1. Maintenance. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees will be kept at the Association's registered office or principal office in the State of Texas. A record containing the names and addresses of all Members entitled to vote will be kept at the Association's registered office or principal office in the State of Texas.

11.2. Inspection. Records kept under Section 6.04(c) of the Declaration will be available for inspection and copying by any Member or any Director for any proper purpose upon the terms and conditions and subject to the requirements of Texas Property Code section 209.005 (or any successor statute).

ARTICLE 12 GENERAL PROVISIONS

12.1. Amendment of Bylaws. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members by the affirmative vote in person or by proxy of Members representing two-thirds (2/3) of the Members; however, these Bylaws will not be amended or otherwise changed or interpreted so as to be inconsistent with the Declaration. Despite the preceding sentence, the percentage of affirmative votes necessary to amend a specific clause or provision will not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. Further, the Members may not meet to adopt an amendment or other change to these Bylaws unless the Association or Board has given to each Owner a document showing the specific amendment or other change that would be made to the Bylaws no earlier than sixty (60) days and no later than ten (10) days before the date of the meeting. The information is considered to have been given to an Owner on the date the information is personally delivered to the Owner, as shown by a receipt signed by the Owner, or on the date shown by the postmark on the information after it is deposited in the U.S. mail with a proper address and postage paid. If any proposed amendment to these Bylaws would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.2. Notices.

(a) Any notice, demand, or other communication required to be given or to be served on any Person must be in writing. Unless otherwise required by law, the notice, demand, or other communication must be delivered to the Person to whom the notice is directed (1) in person, with written receipt received, (2) by U.S. mail, registered or certified, (3) by a nationally recognized overnight delivery service, (4) by e-mail, or (5) by any other method required or permitted under the Declaration, Certificate of Formation, or Bylaws. Notices, demands, or other communications delivered by U.S. mail will be deemed given and received when deposited, properly addressed and with proper postage, with the U.S. Postal Service. If delivery is by e-mail, the notice will be deemed to have been given when the message is transmitted to the proper e-mail address. The address or e-mail address at which a Person is given notice may be changed from time to time by notice in writing given by the Person to the Association.

(b) On the consent of any Person, notice from the Association may be given to the Person by electronic transmission. Any Person may specify the form of electronic transmission to be used to communicate notice. The Person may revoke this consent by written notice to the Association. The consent is deemed to be revoked if the Association is unable to deliver by electronic transmission two (2) consecutive notices, and the Person responsible for delivering notice on behalf of the Association knows that delivery of these two (2) electronic transmissions were both unsuccessful. The inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (1) transmitted to a fax number provided by the Person for the purpose of receiving notice, (2) transmitted to an e-mail

address provided by the Person for the purpose of receiving notice, (3) posted on an electronic network and a message is sent to the Person at the address provided by the Person for the purpose of alerting the Person of a posting, or (4) communicated to the Person by any other form of electronic transmission consented to by the Person.

12.3. Meetings by telephonic or electronic means. Directors and Members may participate in, and hold a meeting by means of, a telephone conference or other similar remote- or electronic-communication system by means of which all Persons participating in the meeting can hear each other. Participation in a meeting involving remote communication will constitute presence in person at the meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened, if (1) the Association implements reasonable measures to verify that each Person considered present and permitted to vote at the meeting by means of remote communication is the appropriate Person entitled to participate and vote, (2) the Association implements reasonable measures to provide the Directors and Members at the meeting by means of remote communication a reasonable opportunity to participate in the meeting and to vote on matters submitted, including an opportunity to read or hear the proceedings of a meeting substantially concurrently with the proceedings, and (3) the Association maintains a record of any vote or other action taken at the meeting by means of remote communication.

12.4. Rules.

(a) The initial Association Rules, if, as, and when adopted, will be effective until amended or supplemented by the Board of Directors, and are in addition to any rules and regulations or other restrictions on use set forth in the Declaration.

(b) Subject to Section 12.1, the Board, under these Bylaws and the Declaration, reserves the power to establish, make, and enforce compliance with any additional Association Rules as may be necessary for the operation, use, and occupancy of the Subdivision with the right to amend them from time to time, provided they do not conflict with this Declaration. Copies of these Association Rules must be furnished to each Owner before the date when they become effective. If any proposed amendment to the Association Rules would affect less than all of the Lots, the amendment will not be effective without the consent of the Owners of those Lots adversely affected by the amendment.

12.5. Abatement and Enjoinment. The violation of any Association Rule promulgated by the Board, or the breach of any of these Bylaws, or the breach of any provision of the Declaration will give the Board the right, in addition to any other rights set forth in the Declaration or in these Bylaws, to do the following:

(a) To enter the Lot in which, or as to which, the violation or breach exists and to (1) summarily abate and remove, at the expense of the Owner of the defaulting Lot, any Person, structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the Declaration or these Bylaws, and the Board will not be deemed guilty in any manner of trespass, and (2) expel, remove, and put out such Person, structure, thing, or condition, using any force as may be necessary in so doing, without being liable to prosecution or any damages.

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

12.6. Attestation. Adopted by the Board, on March 31, 2020, and to be effective when recorded in the Official Public Records of Lubbock County, Texas.

ATTEST: 
Farrell Martin

ATTEST: 
Preston Despenas

ATTEST: 
Austin Martin

WEST END TOWNHOMES OWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

This Assessment Collection Policy ("Collection Policy") supersedes any policy regarding collection of Assessments and other amounts owed to the Association that may have previously been in effect. This Collection Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. **Definitions.** Any capitalized term in this Collection Policy that is not defined in this Collection Policy will have the meaning set forth in, as applicable, (a) the Declaration of Restrictive Covenants for West End Townhomes Addition (as amended or restated from time to time), or (b) the Bylaws of West End Townhomes Owners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. **Policy Objectives.** The collection of Assessments owed by Owners and the application of their payments under the Declaration, the Bylaws, and this Collection Policy will be governed by the following objectives:

(a) The Association will pursue collection of all Assessments in the most expedient and cost-effective manner possible, subject to the provisions of the Declaration, the Bylaws, and this Collection Policy. The Association may delegate to the Manager or the Association's legal counsel, or both, those duties determined by the Board of Directors ("Board"), in its absolute discretion, to be necessary to accomplish these objectives.

(b) At each step in the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

(c) All payments received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations or instructions on checks, and the date the obligations arose:

- (1) Delinquent Assessments;
- (2) Current Assessments;
- (3) collection costs and attorney fees associated solely with Assessments or any other charges that could provide the basis for foreclosure;
- (4) all other collection costs and attorney fees;
- (5) fines;
- (6) reimbursable expenses; and
- (7) late fees and interest.

Notwithstanding the foregoing, if, at the time the Association receives a payment from an Owner, the Owner is in default under any alternative payment plan entered into with the Association with respect to delinquent Assessments, all payments received by the Association may be applied to amounts owed by the Owner in the order and manner the Association deems appropriate, regardless of any contrary instructions from the Owner or anyone else; however, a fine assessed by the Association may not be given priority over any other amount owed by the Owner.

3. **Ownership Interests.** The Person who is the Owner of a Lot as of the date Assessments become due is personally liable for the payment of the Assessments. As used in this Collection Policy, the term "Delinquent Owner" refers to the Person who held record title to a Lot on the date Assessments became due. As used in this Collection Policy, the term "Current Owner" refers to the Person who then holds record title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner, or both, as may be appropriate under the circumstances.

4. **Due Date; Delinquency Date.** All Assessments are due and payable to the Association as and when stated in the Declaration. When an invoice is placed into the care and custody of the United States Postal Service, the invoice will be deemed to have been delivered as of the third (3rd) calendar day following the date of the postmark of the invoice. Each due date for Assessments is collectively

referred to in this Collection Policy as a "Due Date." Any Assessments that are not paid in full within thirty (30) days after the Due Date are delinquent ("Delinquency Date") and will be assessed late fees, handling charges, and interest as provided in Sections 7 and 8.

5. **Late Notice.** If Assessments have not been paid by the Delinquency Date, the Association will send a second invoice (referred to as the "Late Notice"), which will include the unpaid Assessments, collection fees, late fees, and interest charges claimed to be due. The Late Notice will be sent via first-class U.S. mail.

6. **Default Letter.** If Assessments have not been paid within sixty (60) days following the Due Date, the Association will send a notice (referred to as the "Default Letter") to the Owner via certified mail. The Default Letter must do the following:

- (a) specify in detail all unpaid Assessments, interest, late fees, collection costs, and handling charges claimed to be due, and the total amount required to bring the Owner's account current;
- (b) describe the options the Owner has to avoid having the account turned over to a collection agent, including information about availability of a payment plan through the Association; and
- (c) provide a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

7. **Interest; Late Fee.** If any Assessments are not paid in full on or before the Delinquency Date, interest on the principal amount due may be assessed against the Owner at the rate of ten percent (10%) per year or the maximum rate permitted by applicable law, whichever is less, and will accrue from the Due Date until paid. This interest, as and when it accrues, will become part of the Assessments on which it has accrued and will be subject to recovery in the manner provided in this Collection Policy for Assessments.

If any Assessments are not paid in full on or before the Delinquency Date, a late fee of \$125.00 or thirty percent (30%) of the amount due, whichever is greater, will be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval or amending this Collection Policy, decrease the amount or waive payment of the late fee; however, the waiver of any late fee will not constitute a waiver of the Board's right to collect any future Assessments or late fees. The late fee, as and when levied, will become part of the Assessments on which it has been levied and will be subject to recovery in the manner provided in this Collection Policy for Assessments.

8. **Handling Charges; Returned-Check Fees.** To recoup the additional administrative expenses incurred by the Association for collecting delinquent Assessments, the collection of the following fees and charges is part of this Collection Policy:

- (a) any handling charges, administrative fees, postage, or other expenses incurred by the Association in the collection of any Assessments owed beyond the Delinquency Date; and
- (b) a charge of \$25.00 per item for any check tendered to the Association that is dishonored by the drawee of the check, such charge being in addition to any other fee or charge the Association is entitled to recover from an Owner in connection with collection of Assessments owed with respect to the Owner's Lot.

Any fee or charge becoming due and payable under this Section will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the Assessments the delinquency of which gave rise to the incurrence of the charge, fee, or expense.

9. **Acceleration.** If an Owner defaults in paying any Assessments that are payable in installments, the Board may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessments becomes due on the date stated in the notice. Following acceleration of any Assessments payable in installments, the Association has no duty to reinstate the installment program upon payment by the Owner of the amount that has been accelerated.

10. **Ownership Records.** All collection notices and communications will be directed to the Persons shown on the Association's records as being the Owner of a Lot for which Assessments are

due, and will be sent to the Owner's most recent address as reflected on the Association's records. Any notice or communication directed to a Person at an address that is reflected in the Association's records as being the Owner and address for a given Lot will be valid and effective for all purposes under the Declaration, the Bylaws, and this Collection Policy until there is actual receipt by the Manager at its corporate office of written notice from the Owner of any change in the identity or status of the Owner or its address or both.

11. Notification of Owner's Representative. When the interests of an Owner in a Lot have been handled by a representative or agent of the Owner or when an Owner has otherwise acted to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association under this Collection Policy will be deemed valid and effective for all purposes if given to the representative or agent.

12. Referral to Legal Counsel. If an Owner remains delinquent in the payment of Assessments and related fees, charges, or costs for more than thirty (30) days after the Default Letter has been sent, the Manager, on behalf of the Board, or the Board itself may, as soon as possible, refer the delinquency to legal counsel for the Association for legal action as required by this Collection Policy. Any attorney fees and related charges incurred by virtue of legal action taken will become part of the Assessment obligation and may be collected as provided in this Collection Policy.

13. Legal Action. Upon receipt of written request by the Manager or the Board to take specific collection action, legal counsel for the Association will take the following actions with regard to delinquencies referred to it:

(a) **Notice Letter.** As the initial correspondence to a Delinquent Owner, counsel will send a notice letter ("Notice Letter") to the Owner via certified mail and state the outstanding amount of Assessments and related fees, charges, and costs, including the charges for attorney fees and costs incurred for counsel's services. The Notice Letter will offer the Owner an opportunity to pay or dispute the validity of the amounts due, in writing, within thirty (30) days of the Owner's receipt of the Notice Letter.

(b) **Title Search.** If a Delinquent Owner does not pay the amounts included in the initial Notice Letter sent by counsel, counsel will, upon direction from the Manager or the Board, order a search of the land records to verify current ownership of the Lot on which the delinquency exists.

(c) **Notice of Lien.** When the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner does not pay in full all amounts indicated by the Notice Letter by the date specified, counsel, upon request by the Manager or the Board, will prepare and record in the real property records of Lubbock, Texas, a written notice of lien ("Notice of Lien") setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien, and a description of the Lot covered by the lien. At the same time the Notice of Lien is filed with the County Clerk's office, a copy of the Notice of Lien will be sent to the Owner with a demand that all outstanding amounts be paid in full within thirty (30) days.

(d) **Foreclosure/Personal Judgment.** If all outstanding amounts have not been paid in full within the time period given in the demand letter accompanying the Notice of Lien, the continued delinquency of Assessments due will be reported to the Board by the Manager. As soon as practical, the Board or the Manager may direct counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

(1) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice. The notice to lienholders must be sent by certified mail to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien.

(2) Recovery of a personal judgment against the Current Owner and, where different,

from the Delinquent Owner or from the Current Owner only, for all amounts arising from the unpaid Assessments and their collection, including all attorney fees and costs.

14. **Possession Following Foreclosure.** If the Association purchases a Lot at public auction, the Owner or other occupant of the Lot will be deemed a tenant at sufferance and the Board may immediately institute actions to recover possession of the Lot.

15. **Compromise of Assessment Obligations.** To expedite the handling of collection of delinquent Assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any Assessments, interest, late fees, handling charges, collection costs, legal fees, or any other applicable charges. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any Assessment obligation.

16. **Credit Bureaus.** The Association may notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal Laws in connection with the filing of the report.

17. **Collection Agency.** The Board may employ or assign any past-due account to one or more collection agencies.

18. **Notification of Mortgage Lender.** The Association may notify an Owner's Mortgagee of any default in the timely satisfaction of Assessment obligations.

19. **Form of Payment.** The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

20. **Partial and Conditioned Payment.** Except in accordance with an approved payment plan entered into with the Association, the Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations or the Association's right to apply payments under any rights granted in this Collection Policy.

21. **Notice of Payment.** If the Association receives full payment of the delinquency after recording the Notice of Lien, the Association will cause a release of the Notice of Lien to be publicly recorded, a copy of which will be sent to the Owner; however, the Owner must prepay the Association the cost of preparing and recording the release.

22. **Correction of Credit Report.** If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

23. **Statements of Unpaid Assessments.** The Board may impose a reasonable fee, which may not exceed \$50.00, on any Owner if the Owner or a prospective purchaser or Mortgagee of the Owner requests the Association to issue a certificate of the current status of the Owner's payment of Assessments.

WEST END TOWNHOMES OWNERS' ASSOCIATION, INC.

PAYMENT PLAN POLICY

This Payment Plan Policy ("Policy") is adopted in accordance with Texas Property Code section 209.0062 and supersedes any policy regarding alternative payment schedules for assessments that may have previously been in effect. This Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. **Definitions.** All capitalized terms in this Policy that are not defined in this Policy will have the meaning set forth in, as applicable, (a) the Declaration of Restrictive Covenants for West End Townhomes Addition (as amended or restated from time to time), or (b) the Bylaws of West End Townhomes Owners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Payment Plans.

(a) **Right to Payment Plan.** Subject to the terms of this Policy, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an alternative payment schedule (each a "Payment Plan" and, collectively, "Payment Plans") in compliance with this Policy.

(b) **Effect of Prior Payment Plan.** The Association has no obligation to accept a Payment Plan from an Owner who has entered into a Payment Plan with the Association within the last twelve (12) months.

(c) **Effect of Prior Default.** The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

(d) **Effect of Expiration of Cure Period.** The Association has no obligation to accept a Payment Plan from an Owner more than thirty (30) days after the Owner receives a Default Letter (as defined in the Assessment Collection Policy) from the Association notifying the Owner of delinquent amounts and payment options and providing the Owner an opportunity to cure the delinquency.

3. Basic Plan Requirements.

(a) **In Writing.** All Payment Plans must be in writing on a form provided by the Association and signed by the Owner.

(b) **Frequency and Amount of Payment.** A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the total delinquent amount owed plus administrative fees, if any, plus the estimated accrued interest and late charges.

(c) **Duration.** Based on the guidelines below, a Payment Plan may be no shorter than three (3) months. The Association has no obligation to accept a Payment Plan for a term longer than eighteen (18) months. The following guidelines are provided to assist Owners in submitting a Payment Plan:

- (1) If the total delinquent amount is less than two (2) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to six (6) months in length.
- (2) If the total delinquent amount is greater than two (2) times but less than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to twelve (12) months in length.
- (3) If the total delinquent amount is greater than three (3) times the annual Assessments for the Owner, the Payment Plan can have a stated term up to eighteen (18) months in length.

(d) **Future Assessments.** If an Owner requests a Payment Plan that will extend into the next fiscal period for Assessments, the Owner will be required to pay future Assessments before they become delinquent in addition to the payments specified in the Payment Plan.

(e) Sequential Payment Plans. On request of an Owner, the Association may approve more than one Payment Plan (to be executed in sequence) to assist the Owner in paying the total delinquent amount owed.

4. Date Payment Plan is Active. A Payment Plan becomes effective and is designated as "active" after the occurrence of all of the following:

- (a) the Association's receipt of a fully completed and signed Payment Plan on a form provided by the Association;
- (b) the Association's acceptance of the Payment Plan, as evidenced by the signature of an officer of the Association; and
- (c) the Association's receipt of the first payment under the Payment Plan.

5. Fees; Interest. Late fees, penalties, and delinquent collection fees will not be added to an Owner's account while a Payment Plan is active. The Association may impose a fee for administering a Payment Plan. The fee, if any, will be listed on the Payment Plan form and may change from time to time. Interest will continue to accrue on delinquent amounts during the pendency of a Payment Plan as allowed under the Declaration. On request, the Association will provide an estimate of the amount of interest that will accrue under any proposed Payment Plan.

6. Default.

(a) Events of Default. It is considered a default of the Payment Plan if an Owner does any of the following:

- (1) does not return a signed Payment Plan form with the initial payment;
- (2) misses a payment due in any calendar month;
- (3) makes a payment for less than the agreed amount;
- (4) does not pay future Assessments before becoming delinquent with respect to a Payment Plan that spans additional fiscal periods for Assessments.

(b) Effect of Default. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will, at the Association's option, be voided. If a Payment Plan is voided, the Association will provide written notice to the Owner and the full amount owed by the Owner will immediately become due and payable. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable laws.

(c) Default Waived. In its absolute discretion, the Association may waive default under subsections 6(a)(2), 6(a)(3), and 6(a)(4) if an Owner makes up the missed or short payment in the immediate next calendar month's payment. The Association may provide a courtesy notice to Owner of any missed or short payment.

7. Reinstatement of Voided Plan. In its absolute discretion, the Association may reinstate a voided Payment Plan once during the original term of the Payment Plan, as long as all missed payments are made up at the time the Owner submits a written request for reinstatement.

WEST END TOWNHOMES OWNERS' ASSOCIATION, INC.

DOCUMENT RETENTION POLICY

This Document Retention Policy is adopted in accordance with Texas Property Code section 209.005 and supersedes any policy regarding retention and destruction of Documents that may have previously been in effect. This Document Retention Policy will be effective when recorded in the Official Public Records of Lubbock County, Texas.

1. Definitions.

(a) **Generally.** The following words and phrases when used in this Document Retention Policy have the following meanings:

- (1) The terms "Destroy" and "Destroyed" mean to destroy, discard, shred, burn, delete, chemically treat, purge, or otherwise eliminate Documents as may be appropriate.
- (2) The terms "Document" or "Documents" mean any documentary material generated or received by the Association in connection with transacting its business, or related to the Association's legal obligations. The terms "Document" or "Documents" include, among other things, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated, such as electronic mail, voice mail, floppy disks, hard disks and CD ROM, and the files within which any such items are maintained.
- (3) The term "Official Files" means the files maintained by the Manager. The term "Official Files" expressly excludes Documents subject to the attorney-client privilege and the work-product privilege maintained by the Association's legal counsel.

(b) **Other Capitalized Terms.** Any other capitalized term in this Document Retention Policy that is not defined in this Document Retention Policy will have the meaning set forth in, as applicable, (1) the Declaration of Restrictive Covenants for West End Townhomes Addition (as amended or restated from time to time), or (2) the Bylaws of West End Townhomes Owners' Association, Inc., a Texas nonprofit corporation (as amended or restated from time to time).

2. Policy.

(a) It is the Association's policy to maintain complete, accurate, and high-quality documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or other purposes as set forth in this Document Retention Policy.

(b) Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.

(c) Documents that are no longer required, or have satisfied their recommended period of retention, will no longer be records of the Association and may be Destroyed.

(d) The Manager is responsible for ensuring that Documents within its area of assigned responsibility are identified, retained, stored, protected, and subsequently Destroyed in accordance with the guidelines set forth in this Document Retention Policy.

3. Compliance. This Document Retention Policy is not intended to be exhaustive and, accordingly, will be implemented to meet the specific needs of the Association. The retention periods specified in the Retention Schedule are guidelines based on the current retention periods set forth in current laws, industry custom, and practice.

4. Record Retention Schedule. Documents must be retained in accordance with the retention schedule attached as Schedule 1 ("Retention Schedule"). The retention periods specified in the Retention Schedule for particular Documents are intended as guidelines. In particular circumstances,

the Manager and the Board may determine that either a longer or shorter retention period is warranted, as long as the retention period does not violate current law.

5. Directors. The Association does not require Directors to maintain any Documents. Directors, in their discretion, may Destroy copies of Documents generated by the Association if the Association maintains the originals of the Documents in the Official Files. However, if Directors receive Documents relating to the Association that were not generated by the Association or received through the Association, Directors must send the originals of the Documents (or copies, if originals are not available) to the Manager to be maintained in the Official Files.

6. Annual Purge of Files.

(a) The Manager and each Director electing to maintain Documents must conduct an annual purge of files that are under their respective control. The annual purge of files must be completed within the first quarter of each calendar year for Documents relating to prior years.

(b) When a Director ceases to be a Director, the Director must either Destroy or turn over to the Manager all Documents relating to the business of the Association in the Director's possession or control. If the Documents are turned over, from that time forward, the Manager will have the responsibility to conduct the annual purge of files maintained by the former Director.

7. Destruction Procedure.

(a) If the Documents to be purged are of public record, the Documents will be recycled. If recycling is not economically feasible, the Documents may be Destroyed.

(b) If the Documents to be purged are not of public record, the Documents will be recycled as long as any confidential information contained in the Documents can be preserved; otherwise, the Documents will be Destroyed in order to preserve the confidential nature of the information.

8. Certification. Following the annual purge of files, the Manager, on request by the Board, must certify in writing that all Documents under its control conform to the guidelines set forth in this Document Retention Policy.

9. Copies of Originals. Copies of any Document may be recycled or Destroyed (as appropriate) at any time, regardless of age, as long as an original of the Document is maintained in the Official Files.

10. Onset of Litigation. If litigation has commenced, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved. At the direction of the Association's legal counsel, the Manager will advise the Board and any other person who may maintain Documents of the facts relating to the litigation. Thereafter, all Documents potentially relevant to the dispute will be deemed "held" until the litigation is concluded and all appeal periods have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the Retention Schedule will apply to the Documents.

Schedule 1
Retention Schedule

- (1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- (2) Financial books and records shall be retained for seven years;
- (3) Account records of current owners shall be retained for five years;
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
- (5) Minutes of meetings of the owners and the board shall be retained for seven years; and
- (6) Tax returns and audit records shall be retained for seven years.