

RESOLUTION OF THE BOARD OF DIRECTORS
OF LANDMARK POINTE (CIBOLO) HOMEOWNERS ASSOCIATION, INC.
REGARDING PAYMENT PLAN GUIDELINES

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE

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Pursuant to Section 209.0062, Texas Property Code, Landmark Pointe (Cibolo) Homeowners Association, Inc., acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to-wit:

1. All payment plans must be in writing, signed by one or more owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signatures below the President and Vice President of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 17 day of December, 2013.

Landmark Pointe (Cibolo) Homeowners Association, Inc.

By:

Cathy Teague

Cathy Teague, Its President

ATTEST:

By:

Don Cates

Don Cates, Its Vice President

STATE OF TEXAS §
COUNTY OF GUADALUPE §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Cathy Teague, President, Landmark Pointe (Cibolo) Homeowners Association, Inc., on the date of execution set forth above.



Sharon Mercer Barnes
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF GUADALUPE §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Don Cates, Vice President, Landmark Pointe (Cibolo) Homeowners Association, Inc., on the date of execution set forth above.



Sharon Mercer Barnes
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Asset Property Management, Inc.
8200 Perrin Beitel, Suite 128
San Antonio, Tx 78218
(210) 342-1181

FILED FOR RECORD

14 JAN 14 AM 10:15

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY *C. Hernandez*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

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RESOLUTION OF THE BOARD OF DIRECTORS
OF LANDMARK POINTE (CIBOLO) HOMEOWNERS ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY &
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
COUNTY OF GUADALUPE § KNOW ALL MEN BY THESE PRESENTS:
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Pursuant to Section 209.005(m), Texas Property Code, Landmark Pointe (Cibolo) Homeowners Association, Inc., acting through its Board of Directors, has adopted the following records retention policy, to-wit:

- (1) The certificate of formation (formerly known as articles of incorporation), bylaws, restrictive covenants, and all amendments to the certificate 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.

Pursuant to Section 209.005(i), Texas Property Code, Landmark Pointe (Cibolo) Homeowners Association, Inc., acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to-wit:

(a) Copy charge.

- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy. The charges in this subsection are to cover the 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:

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| (A) Diskette--\$1.00; | (J) VHS video cassette--\$2.50; |
| (B) Magnetic tape--actual cost | (K) Audio cassette--\$1.00; |
| (C) Data cartridge--actual cost; | (L) Oversize paper copy (e.g.: 11 inches by 17 |
| (D) Tape cartridge--actual cost; | inches, greenbar, bluebar, not including |
| (E) Rewritable CD (CD-RW)--\$1.00; | maps and photographs using specialty |
| (F) Non-rewritable CD (CD-R)--\$1.00; | paper)--\$.50; |
| (G) Digital video disc (DVD)--\$3.00; | (M) Specialty paper (e.g.: Mylar, blueprint, |
| (H) JAZ drive--actual cost; | blueprint, map, photographic)--actual cost. |
| (I) Other electronic media--actual cost; | |

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

- (1) The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.

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(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information on the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the requested documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other; or
- (B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, 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, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(d) Remote document retrieval charge. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) 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 for information.

(f) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By their signatures below the President and Vice President of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 17th day of December, 2013.

Landmark Pointe (Cibolo) Homeowners Association, Inc.

By: Cathy Teague
Cathy Teague, Its President

ATTEST:
By: Don Cates
Don Cates, Its Vice President

STATE OF TEXAS §

COUNTY OF GUADALUPE §

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I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Cathy Teague, President, Landmark Pointe (Cibolo) Homeowners Association, Inc., on the date of execution set forth above.



Sharon Mercer Barnes
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GUADALUPE §

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TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY

Cobernandez

STATE OF TEXAS
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was duly recorded in the Official Public
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Teresa Kiel
TERESA KIEL
Guadalupe County Clerk