10 pgs
AMEND
20194315

THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDCREST TOWNHOMES

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDCREST TOWNHOMES (this "**Amendment**") is made this ___ day of _____, 2019 by WINDCREST TOWNHOMES ASSOCIATION, INC., a Texas nonprofit corporation (the "**Association**").

WITNESSETH

WHEREAS, the Association is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes recorded on January 27, 1981 in Volume 140/Page 495 as Document No. 8101400495 of the Official Public Records of Real Property of Gillespie County, Texas, as amended by the following documents each of the Official Public Records of Real Property of Gillespie County, Texas: (1) that certain Amendment to Subdivision Restrictions recorded on May 15, 2013 as Document No. 20132245; and (2) that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Windcrest Townhomes recorded on March 16, 2016 as Document No. 20161380
(collectively, as may be further amended and/or supplemented, the "**Declaration**");

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, the Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Building Plots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Building Plots;

WHEREAS, pursuant to Texas Property Code Section 209.0041, the total votes required to amend the Declaration are reduced to sixty-seven percent (67%) of the total votes allocated to property Owners entitled to vote on the amendment of the Declaration, and the Association has so obtained such an affirmative vote; and

WHEREAS, the Association now desires to amend the Declaration of the Association as detailed herein.

NOW, THEREFORE, the Association hereby amends the Declaration of the Association as follows:

1. Article II, Section 1(b) of the Declaration is hereby deleted in its entirety and restated to read as follows:

(b) the right of the Association to suspend the right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against his Building Plot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

2. Article IV, Section 3(c) of the Declaration is hereby deleted in its entirety and restated to read as follows:

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum annual assessment permitted under this provision, unless the same has been approved by the vote of the owners of at least fifty percent (50%) of the residential units.

3. Article IV, Section 6 of the Declaration is hereby deleted in its entirety and restated to read as follows:

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Building Plots as follows:

(a) Building Plots owned by an owner which have not been improved by a permanent residence - fifty percent (50%); and

(b) Building Plots with a completed residence - one hundred percent (100%).

4. Article IV, Section 8 of the Declaration is hereby deleted in its entirety and restated to read as follows:

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Building Plot. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Building Plot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Building Plot owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Building Plot.

5. Article VI, Section 4 of the Declaration is hereby amended to add the following language to the end of section:

> The Association, the ACC, and their agents/representatives shall not be subject to any liability for trespass, other tort or damages in connection with or arising from exercise of this remedy.

6. Article IX, Section 1 of the Declaration is hereby deleted in its entirety and restated to read as follows:

> **Section 1. Residential Use.** No Owner shall occupy or use his Building Plot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants of not less than 1,186 square feet of floor area, measured through the exterior walls of the building. All Building Plots or buildings thereon shall be occupied by a single family and shall be used for residential purposes only. "Single Family" shall mean and refer to: (i) a group related by blood, adoption (including foster children), or marriage, which may include only parents, their children, their dependent brothers or sisters, their parents, and/or their grandparents; or (ii) no more than two (2) unrelated partners living together as a family unit and their children (including foster children), their dependent brothers and sisters, their parents, and/or their grandparents. "Residential" purposes does not include and shall be construed to exclude any business, commercial or industrial activities. In addition, "Residential" purposes hereby expressly excludes: apartment houses, boarding houses, bed & breakfasts, Airbnb, vacation rentals by owner (VRBO), HomeLink, HomeExchange, Intervac, Love Home Swap, CasaHop or any similar companies advertising and/or offering short-term rentals, or weekend or special event rentals. The exclusions noted herein above shall supersede any other provision to the contrary in this Declaration.
>
> No Building Plot shall otherwise be used or occupied for any business, commercial, trade or professional purposes either apart from or in connection with the use thereof as a residence. "Business" purposes hereby expressly includes: apartment houses, boarding houses, bed & breakfasts, Airbnb, vacation rentals by owner (VRBO), HomeLink, HomeExchange, Intervac, Love Home Swap, CasaHop or any similar companies advertising and/or offering short-term rentals, or weekend or special event rentals. Nothing in this paragraph shall be construed to permit any activity or use prohibited in the preceding paragraph or expand upon the definition of "Residential" purposes.

7. Article IX, Section 13 of the Declaration is hereby deleted in its entirety and restated to read as follows:

Section 13. [THIS SECTION INTENTIONALLY LEFT BLANK].

8. Article XI, Section 1 of the Declaration is hereby deleted in its entirety and restated to read as follows:

> **Section 1. Leases**. The residence constructed on a Building Plot shall only be rented or leased for Single Family Residential purposes (as defined in Article IX, Section 1). The term of such rental or lease agreement shall only be for a period of no less than six (6) months. An Owner shall not permit more than two (2) rental or lease agreements in any one (1) year period for a particular Building Plot. All rental or lease agreements shall be in writing. Owners shall ensure that any such lease or rental agreement shall expressly state that the lease agreement is subject in all respects to the Declaration, Bylaws, Articles of Incorporation, rules and regulations, and any amendment thereto or other document of record governing the Association. Lease or rental agreements shall further provide that any failure by the lessee/renter to comply with the terms of the Declaration, Bylaws, Articles of Incorporation, rules and regulations, and any amendment thereto or other document of record governing the Association, shall constitute a breach of the agreement. The Owner shall provide to each renter/lessee copies of the Declaration, Bylaws, Articles of Incorporation, rules and regulations, and any other document of record governing the Association. Notice of any rental or lease, together with such additional information as may be required by the Board of Directors, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the rental or lease agreement. Pursuant to Section 209.016 of the Texas Property Code (as may be amended), an Owner may redact or otherwise make unreadable or indecipherable any sensitive personal information in the lease/rental agreement. All rental or lease agreements shall be for the entire residence. Individual rooms within the residence shall not be rented or leased separately.

9. Article XI, Section 3 of the Declaration is hereby deleted in its entirety and restated to read as follows:

> **Section 3. Reserve Fund**. The Association shall establish an adequate reserve fund for the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for all Building Plots and shall fund the same by regular monthly payments.

10. Article XII, Section 1 of the Declaration is hereby deleted in its entirety and restated to read as follows:

> **Section 3. Duration.** The rights, use easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by at least sixty-seven percent (67%) of the by the Owners of the Building Plots. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Real Property of Gillespie County, Texas.

11. All capitalized terms that are otherwise undefined in this Amendment shall have the same meanings herein as are prescribed to them in the Declaration.

12. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Declaration. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Declaration shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants in the Declaration, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed, and shall be construed along with this Amendment as one instrument.

[SIGNATURE PAGE TO FOLLOW]

ASSOCIATION:

WINDCREST TOWNHOMES ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
LARRY WERTS, President

STATE OF TEXAS §
§
COUNTY OF Gillespie §

On this 26th day of August, 2019, before me, the undersigned notary public, personally appeared Larry Werts, President of WINDCREST TOWNHOMES ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes and consideration set forth therein.

WARREN HOGUE
Notary Public, State of Texas
Comm. Expires 02-20-2023
Notary ID 131900479

_____
Notary Public, in and for the State of Texas

CERTIFICATION:

I, Secretary of the Association, hereby confirm that this Amendment was properly voted on as specified herein.

By: _____
Gwen Fullbrook, Secretary

STATE OF TEXAS §
§
COUNTY OF Gillespie §

On this 26th day of August, 2019, before me, the undersigned notary public, personally appeared Gwen Fullbrook, Secretary of WINDCREST TOWNHOMES ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes and consideration set forth therein.

_____
Notary Public, State of Texas

WARREN HOGUE
Notary Public, State of Texas
Comm. Expires 02-20-2023
Notary ID 131900479

OWNER CONSENT:

SUMMIT CIRCLE PROPERTIES:

By: _____
Name: Genevieve (Jenny) Dooley
Address: 401 Summit Circle

By: _____
Name: Sharon P. Carson
Address: 402 Summit Circle

By: _____
Name: Tom Luck & Jane Lewis
Address: 403 Summit Circle

By: _____
Name: J. Seelye Harrison
Address: 404 Summit Circle

By: _____
Name: Betty C. Klein
Address: 405 Summit Circle

By: _____
Name: Sandra Roeder or Trey O'Conner,
Address: 406 Summit Circle

By: _____
Name: Cynthia Grinslade
Address: 407 Summit Circle

By: _____
Name: Cay Meadows
Address: 408 Summit Circle

By: _____
Name: Anne L. or Frederick N. Grote, Jr.,
Grote Family Trust
Address: 410 Summit Circle

By: _____
Name: Lloyd & Marian Jolly
Address: 411 Summit Circle

By: _____
Name Dan & Cynthia Nelson
Address: 415 Summit Circle

By: _____
Name: James & Pam Wilhite
Address: 419 Summit Circle

By: _____
Name: Robert W. or Karen J. Snowden
Address: 420 Summit Circle

By: _____
Name: Alton & Joanne Klier
Address: 421 Summit Circle

By: _____
Name: David & Gwen Fullbrook
Address: 422 Summit Circle

By: _____
Name: Ron & Jane Woelhof
Address: 423 Summit Circle

By: _____
Name: Charles and Dorothy Smith
Address: 424 Summit Circle

By: _____
Name: Larry & Isabel Werts
Address: 425 Summit Circle

By: _____
Name: Megan Bartel
Address: 426 Summit Circle

By: _____
Name: James, Trevor, or Troy Doelling
Address: 427 Summit Circle

By: Geneva Smith by Larry Wells
Name: Geneva Smith
Address: 428 Summit Circle

By: James Cole
Name: James Cole
Address: 429 Summit Circle

By: Rodney Peveto by Larry Wells
Name: Rodney or Cynthia Peveto, Peveto Living Trust
Address: 431 Summit Circle

By: Rodney Peveto by Larry Wells
Name: Rodney or Cynthia Peveto, Peveto Living Trust
Address: 433 Summit Circle

By: Susan Roberts by Larry Wells
Name: Chris or Susan Roberts
Address: 439 Summit Circle

By: _____
Name: Dr. Monzer Attar
Address: 440 Summit Circle

By: _____
Name: Aaron Steger & Kiesha Priem
Address: 441 Summit Circle

By: Connie Priest
Name: Steve & Carol Hopkins
Address: 442 Summit Circle

By: Steve & Carol Hopkins
Name: Connie J. Priest
Address: 443 Summit Circle

By: Barbara Cole
Name: Barbara Cole
Address: 444 Summit Circle

By: _____
Name: Anne L. or Frederick N. Grote, Jr.
Address: 445 Summit Circle

By: Chuck Lindsay by Larry Wells
Name: Chuck & Jutta Lindsay
Address: 446 Summit Circle

By: Evelyn Quindry by Robert Quindry
Name: Evelyn Quindry
Address: 447 Summit Circle

By: Francis Schmidt
Name: Francis Schmidt
Address: 449 Summit Circle

By: Gladys Jenkins - Francis Schmidt
Name: Gladys Jenkins
Address: 451 Summit Circle

By: Bonnie Kuehn
Name: Bonnie Kuehn
Address: 453 Summit Circle

By: Payton Vaughn by Larry Wells
Name: Payton or Carol Vaughn
Address: 455 Summit Circle

By: Buddy Shurtleff Frost by Larry Wells
Name: Buddy Shurtleff Frost
Address: 457 Summit Circle

By: Margaret Dooley by Larry Wells
Name: Margaret Dooley
Address: 459 Summit Circle

By: _____
Name: Morris & Joan Pierson
Address: 461 Summit Circle

By: Tom Dyches by Larry Wells
Name: Tom Dyches Dyches Properties LLC
Address: 463 Summit Circle

By: _____
Name: Elberta Allen
Address: 465 Summit Circle

By: Patricia Loth Estate by Larry Watts
Name: Patricia Loth Estate
Address: 467 Summit Circle

By: Susan Quindry
Name: Charles & Susan Quindry
Address: 469 Summit Circle

By: Ben & Cathy Gero by Charles Quindry Proxy
Name: Ben or Cathy Gero
Address: 470 Summit Circle

By: David & Barbara Rush by Charles Quindry Proxy
Name: David & Barbara Rush
Address: 471 Summit Circle

By: Jesse Warren by Charles Quindry Proxy
Name: Jesse & Kelley Warren
Address: 472 Summit Circle

By: Ann I. Hoch by Larry Watts
Name: Rev. Ann I. Hoch
Address: 473 Summit Circle

By: Joe Peggy Hannon
Name: Joe & Peggy Hannon
Address: 474 Summit Circle

By: _____
Name: Leonard & Patricia Isles
Address: 475 Summit Circle

By: _____
Name: Debi Hamilton
Address: 476 Summit Circle

By: Roger and Molly Spencer
Name: Roger & Molly Spencer
Address: 477 Summit Circle

By: Pat Weinheimer by Roger Spencer
Name: Pat Weinheimer
Address: 478 Summit Circle

By: _____
Name: ~~Bill Weirich Estate~~
Address: 479 Summit Circle

By: _____
Name: ~~Eddie & Kelly Miller~~
Address: 480 Summit Circle

By: Skip & Shirley Rutledge
Name: Skip & Shirley Rutledge
Address: 481 Summit Circle

By: Gerald D. Gross, Sr. by Larry Watts
Name: Gerald D. Gross, Sr.
Address: 485 Summit Circle

By: Dick Roesch by Larry Watts
Name: Dick Roesch
Address: 487 Summit Circle

By: Charles Schmidt
Name: Charles & Loretta Schmidt
Address: 489 Summit Circle

By: Carol Joan Bigden by Charles Schmidt
Name: Carol Joan Bigden
Address: 491 Summit Circle

By: Paula Varney
Name: Paula Varney
Address: 493 Summit Circle

By: Mary E Morris
Name: John & Mary Schrock
Address: 499 Summit Circle

WINDING WAY PROPERTIES:

By: _____
Name: Royce and Maryln Ashley
Address: 501 Winding Way

By: William J. Pehl by Lanny Wells
Name: William J. or Corinne Pehl
Address: 502 Winding Way

By: _____
Name: Royce and Maryln Ashley
Address: 503 Winding Way

By: _____
Name: Jamie Martin
Address: 504 Winding Way

By: _____
Name: Jeffery S. Jeffers
Address: 505 Winding Way

By: Don Burke by Lanny Wells
Name: Don & Jane Burke
Address: 507 Winding Way

By: Nancy Roys by Lanny Wells
Name: Nancy Roys
Address: 508 Winding Way

By: _____
~~Name: James R. or Pamela J. Wilhite~~
~~Address: 558 Winding Way~~

LOTS

By: _____
Name: James Wilhite
Address: Lot 75

By: _____
Name: James Wilhite
Address: Lot 76

By: _____
Name: James Wilhite
Address: Lot 77

By: _____
Name: Jeffery S. Jeffers
Address: Lot 82

By: _____
Name: Jeffery S. Jeffers
Address: Lot 83

By: _____
Name: Jeffery S. Jeffers
Address: Lot 84

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
August 26, 2019 01:41:52 PM
FEE: $52.00 LBROWN
AMEND
20194315

TMW/cyh/CORPC

WINDCREST TOWNHOMES ASSOCIATION, INC. ET AL TO THE PUBLIC

974035

CERTIFICATE OF AMENDMENT
OF BYLAWS OF THE
WINDCREST TOWNHOMES ASSOCIATION, INC.

The undersigned, being the duly elected, qualified, and acting secretary of the Windcrest Townhomes Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of the Amendments to the Bylaws of this corporation as adopted by a majority of the membership of said corporation at a meeting held on August 14, 1997.

1. "Article VII, Sec. (1) (b) of the Windcrest Townhomes Association, Inc's By-Laws be amended so the voting rights of any lot owner that has accrued past-due assessments in excess of sixty (60) days will be automatically suspended until that lot owner becomes current."

2. "Article IV, Sec. 4 to add a prohibition against any contract for services or goods between Windcrest Townhomes Association, Inc., and any related parties and family members of a director of Windcrest Townhomes Association, Inc."

Related Parties: Related parties include certain family members, individuals, controlled corporations businesses, and entities.

Family Members: Family members are defined to include grandparents, parents, brothers, sisters, spouses and grandchildren.

3. Article IV of the Windcrest Townhomes Association, Inc.'s By-Laws and Article 7 of the

TMW/cyh/CORPC

Windcrest Townhomes Association, Inc.'s Articles of Incorporation be amended to provide: (a) for the expiration of the terms of the entire Windcrest Townhomes Association, Inc.'s Board of Directors effective January 1, 1998, and (b) that an entirely new Board shall be nominated and elected on December 1, 1997, effective for the January 1, 1998 year, to staggered terms of office consistent with Article IV, Sec. 2 of the Windcrest Townhomes Association, Inc.'s By-Laws and Article Seven of the Windcrest Townhomes Association, Inc.'s Articles of Incorporation."

4. "Article VII, Sec. 2, the Board of Directors of Windcrest Townhomes Association, Inc., shall cause the commission of a reserve fund study by a qualified professional for guidance in the preparation of the 1998 Budget and budgets thereafter and for the commission of subsequent Reserve Fund Studies at least every four (4) years thereafter for guidance in the subsequent budgets."

To certify which, witness my hand this 29th day of OCTOBER, 1997.

Clemon Montgomery
CLEMON MONTGOMERY, Secretary
Windcrest Townhomes
Association, Inc.

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 29th day of OCTOBER, 1997, by CLEMON MONTGOMERY, Secretary of Windcrest Townhomes Association, Inc., A Texas Corporation on behalf of said corporation.

Thomas M. Walch
Notary Public, State of Texas

THOMAS M. WALCH
MY COMMISSION EXPIRES
October 8, 2001

TMW/cyh/CIVILF

WINDCREST TOWNHOMES ASSOCIATION, INC. TO THE PUBLIC

995466

CERTIFICATE OF AMENDMENT OF BY-LAWS OF THE WINDCREST TOWNHOMES ASSOCIATION, INC.

The undersigned, being the duly elected, qualified, and acting secretary of the Windcrest Townhomes Association, Inc., a Texas Non-Profit Corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of the Amendments to the By-Laws of this corporation as adopted by a majority of the membership of said corporation at a meeting held on December 1, 1999:

Article I., NAME AND LOCATION, is amended as follows:

> The name of the corporation is Windcrest Townhomes Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 400 Summit Circle, Fredericksburg, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Gillespie, as may be designated by the Board of Directors.

Article VII., Section 2.(d) is amended to provide as follows:

> (d) issue, or to cause an appropriate officer or agent to issue, to an owner, an owner's agent, or a title insurance company acting on behalf of an owner, within ten (10) days after the receipt of written request for same, the following:

TMW/cyh/CIVILF

(1) a current copy of the restrictions applying to the properties;

(2) a current copy of the By-Laws of the Association; and

(3) a resale certificate that complies with Texas Property Code Section 207.003(b), and any successor or amendment thereto.

The Association may charge a reasonable fee to assemble, copy, and deliver the information required herein, and may charge a reasonable fee to prepare and deliver an update of a resale certificate.

To certify which, witness my hand this 14th day of December, 1999.

Robert T. Miller

ROBERT T. MILLER, Secretary
Windcrest Townhomes
Association, Inc.

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 14th day of December, 1999, by ROBERT T. MILLER, Secretary of Windcrest Townhomes Association, Inc., A Texas Corporation, on behalf of said corporation.

Thomas M. Walch

Notary Public, State of Texas

THOMAS M. WALCH
MY COMMISSION EXPIRES
October 8, 2001

4 PGS 20132244
AMEND

WINDCREST TOWNHOMES ASSOCIATION, INC. **TO** **THE PUBLIC**

CERTIFICATE OF AMENDMENT OF BYLAWS OF THE WINDCREST TOWNHOMES ASSOCIATION, INC.

The undersigned, being the duly elected, qualified, and acting secretary of the WindCrest Townhomes Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the attached ***Exhibit "A"*** is a true and correct copy of the Amendments to the Bylaws of this corporation as adopted by a majority of the membership of said corporation at a Special Meeting held on April 10, 2013.

To certify which, witness my hand this the 30 day of May, 2013.

Marian Jolly
MARIAN JOLLY, Secretary
WindCrest Townhomes Association, Inc.

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 30th day of May, 2013, by MARIAN JOLLY.

DEBORAH N. PHILLIPS
Notary Public, State of Texas
My Commission Expires
December 21, 2013

Deborah N. Phillips
Notary Public, State of Texas

AMENDED BY-LAWS
OF
WINDCREST TOWNHOMES ASSOCIATION, INC.

ARTICLE III
MEMBERS AND ORGANIZATION

Section 1. Members. There shall be one class of membership in this Association as provided in the Declaration.

Section 2. Annual Meetings. The annual meeting of the members shall be held on the 1st Monday of December in each year, beginning with the year 2013 at the hour of 5:30 o'clock, P.M., and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 5:30 o'clock, P.M. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. In lieu of such written notice, the secretary or person authorized to call a meeting, may give the required notice by electronic mail to each member entitled to vote thereat provided such member(s) has furnished an electronic mailing address to the secretary of the association. All notices shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 8. Duties. President: (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments as approved by the Board.

Treasurer: (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE XIII
AMENDMENTS

The By-Laws of this Association shall be amended or altered by a vote of the members holding a majority of the membership votes of this Association.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
May 15, 2013 04:06:56 PM
FEE: $23.00
AMEND

20132244

REBD 20063565
3 PGS

RESOLUTION

OF

WINDCREST TOWNHOMES ASSOCIATION, INC.

I, GENEVA SMITH, Secretary of Windcrest Townhomes Association, Inc., hereby certify that on August 14, 2003 the Board of Directors passed the Resolution, attached hereto as Exhibit A.

Dated this 25th day of January 2006.

Geneva Smith
GENEVA SMITH

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This document was acknowledged before me on the 25th day of January 2006 by GENEVA SMITH.

NORMAN L. NEVINS
MY COMMISSION EXPIRES
July 07, 2006

Notary Public, in and for
The State of Texas

WINDCREST TOWNHOMES ASSOCIATION, INC.
P. O. Box 1162
Fredericksburg, TX 78624
August 14, 2003

RESOLUTION

Be it resolved by the Board of Directors of WindCrest Townhomes Association, Inc. that from this date forward all requests to the Architectural Committee of the Association for approval of new construction, additions to existing townhomes or exterior alterations to existing townhomes, whether cluster or free-standing, shall be accompanied by drawings and specifications prepared by an architect registered in the State of Texas and, further, that said architect shall be responsible for on-site supervision of each project from commencement through completion, with all architectural costs to be borne by the person or entity making the request for Architectural Committee approval.

The Architectural Committee shall not recommend approval of any construction project, neither new construction nor addition, without first reviewing the drawings and specifications as provided by the registered architect and assuring the Board of Directors that the project will meet reasonable standards for high quality, low maintenance construction.

Resolved this 14 **day of August, 2003.**

Eula Pruit

Eula Pruit, Secretary

Exhibit "A"

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

June 07, 2006 04:00:25 PM

FEE: $19.00 20063565

KC

RES 20094997
3 PGS

RESOLUTION

OF

WINDCREST TOWNHOMES ASSOCIATION, INC.

I, JOE HANNON, Secretary of Windcrest Townhomes Association, Inc., hereby certify that on October 15, 2009 the Board of Directors passed the Resolution, attached hereto as Exhibit A.

Dated this 2nd day of November 2009.

Joe Hannon
JOE HANNON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This document was acknowledged before me on the 2nd day of November 2009 by JOE HANNON.

Shirley Nielsen
Notary Public, in and for
The State of Texas

SHIRLEY ANN NIELSEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
12-12-2011

WINDCREST TOWNHOMES ASSOCIATION, INC.
P.O. Box 1162
Fredericksburg, TX 78624

RESOLUTION

Be it resolved by the Board of Directors of WindCrest Townhomes Association, Inc. that the Association shall provide blanket hazard insurance coverage for all cluster townhomes as required under Article IV, Section 11 (Insurance (d) of the Declaration of Covenants, Conditions and Restrictions for WindCrest Townhomes. Provided, however, that individual cluster townhome owners shall not have the option to obtain separate hazard insurance on their townhomes as set forth in sub-section (e) of Article IV, Section 11.

This Resolution is made necessary to comply with the requirement of major hazard insurance carriers that all cluster townhomes be covered under the same blanket policy.

Resolved this 15th day of October, 2009.

Joe Hannon, Secretary

Exhibit "A"

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

November 03, 2009 09:56:37 AM

FEE: $19.00 20094997

K.C

2 PGS 20131696
AF

WINDCREST TOWNHOMES ASSOCIATION, INC.
P. O. Box 1162
Fredericksburg, TX 78624
April 11, 2013

RESOLUTION

Be it resolved by the Board of Directors of WindCrest Townhomes Association, Inc. that in the event of an insured loss, the members of the Association who own free-standing homes shall be reimbursed for their deductible up to, but not to exceed, one percent (1%) of their insured coverage.

Resolved this 11th day of April, 2013

Marian Jolly
Marian Jolly, Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GILLESPIE

This document was acknowledged before me on the 18 day of April, 2013 by MARIAN JOLLY.

Katherine Stevens Burris
Notary Public, in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS
KATHERINE STEVENS BURRIS
Notary Public, State of Texas
My Commission Expires
September 30, 2014

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
April 18, 2013 09:44:49 AM
FEE: $15.00
RF

20131696

2 PGS 20131694
AF

MANAGEMENT CERTIFICATE OF WINDCREST TOWNHOMES ASSOCIATION, INC.

1) **Name of Subdivision:** Windcrest Addition in Fredericksburg, Gillespie County, Texas, according to the map or plat of Record in Volume 1, Pages 71-72, Plat Records of Gillespie County, Texas.

2) **Name of the Association:** Windcrest Townhomes Association Inc.

3) **Recording data for the subdivision:** Volume 1, Pages 71-72 of the Plat Records of Gillespie County, Texas and Volume 1, Pages 127-128 of the Plat Records of Gillespie County, Texas.

4) **Recording data for the declaration:** Declaration of covenants, conditions and restrictions dated January 27, 1981, recorded in Volume 140, Pages 495-519 of the Deed Records of Gillespie County, Texas and Amendments thereto recorded in Volume 216 at Pages 135-139 of the Real Property Records of Gillespie County, Texas.

5) **Name and mailing address of the Association:**
Windcrest Townhomes Association, Inc.
P. O. Box 1162
Fredericksburg, TX 78624

6) **Name and mailing address of the person managing the Association or the Association's designated representative:**
Larry Werts, President
Windcrest Townhomes Association, Inc.
P. O. Box 1162
Fredericksburg, TX 78624

Adopted by the Board of Directors of the Association this 11th day of April, 2013.

Marian Jolly

Marian Jolly, Secretary, Windcrest Townhomes Association, Inc., a Texas non-profit corporation

Acknowledgment

STATE OF TEXAS
COUNTY OF GILLESPIE

This document was acknowledged before me on the 18 day of April, 2013, by Marian Jolly.

Katherine Stevens Burris

Notary Public in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS
KATHERINE STEVENS BURRIS
Notary Public, State of Texas
My Commission Expires
September 30, 2014

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
April 18, 2013 09:44:49 AM
FEE: $15.00
AF

20131694

3 pgs
MC
20227339

PROPERTY OWNERS' ASSOCIATION
MANAGEMENT CERTIFICATE
for
WINDCREST TOWNHOMES ASSOCIATION, INC.

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

The undersigned, being the President of Windcrest Townhomes Association, Inc., a non-profit corporation ("**Association**") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The name of the subdivision is Windcrest Townhomes.

2. Name of Association: The name of the Association is Windcrest Townhomes Association, Inc.

3. Recording Data for the Subdivision:

   Windcrest, a subdivision in Gillespie County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 71-72 and Volume 1, Pages 127-128 of the Plat Records of Gillespie County, Texas, and all amendments to or replats of said maps or plats, if any.

4. Recording Data for the Declaration and Amendments to Declaration: *

   a. Documents:

      (1) Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes.
      (2) Amendment of the Declaration of Covenants, Conditions and Restrictions of Windcrest Townhomes Association, Inc.
      (3) Amendment to Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes
      (4) Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes.

   b. Recording Information:

      (1) Volume 140, Pages 495-519, Official Public Records of Gillespie County, Texas.
      (2) Gillespie County Clerk's File No. 20132245.

(3) Gillespie County Clerk's File No. 20161380.
(4) Gillespie County Clerk's File No. 20194315.

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Windcrest Townhomes Association, Inc., P.O. Box 1162, Fredericksburg, Texas 78624.

6. Name, Mailing Address, Telephone Number, and E-Mail Address of Person Managing the Association or Its Designated Representative:

Larry Werts, President
Windcrest Townhomes Association, Inc.
P.O. Box 1162
Fredericksburg, Texas 78624
Telephone number: 830-997-1039
E-mail address: contact@windcresttownhomes.com

7. Website Address of Association:

windcresttownhomesfbg.com

8. Fees Charged Upon Transfer of Owner Property Within Subdivision:

Transfer Fee of $350.00

9. Other Information the Association Considers Appropriate is:

Information may be obtained by contacting the Association's Designated Representative at contact@windcresttownhomes.com

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

Executed on this 26 day of October, 2022.

WINDCREST TOWNHOMES ASSOCIATION, INC.

By: _____

Name: Larry Werts

Title: President

THE STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned notary public, on this 26 day of October, 2022, personally appeared Larry Werts, President of Windcrest Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

KOLT MEEKS
Notary Public, State of Texas
Comm. Expires 10-21-2025
Notary ID 133405956

Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
October 27, 2022 02:08:24 PM
FEE: $34.00 JCOSTON **20227339**
MC

3 pgs
AMEND

20233503

AMENDED PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
for
WINDCREST TOWNHOMES ASSOCIATION, INC.

THE STATE OF TEXAS)
) ss
COUNTY OF GILLESPIE)

The undersigned, being the President of Windcrest Townhomes Association, Inc., a non-profit corporation ("**Association**") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The name of the subdivision is Windcrest Townhomes.

2. Name of Association: The name of the Association is Windcrest Townhomes Association, Inc.

3. Recording Data for the Subdivision:

   Windcrest, a subdivision in Gillespie County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 71-72 and Volume 1, Pages 127-129 of the Plat Records of Gillespie County, Texas, and all amendments to or re-plats of said maps or plats, if any.

4. Recording Data for the Declaration and Amendments to Declaration:*

   a. *Documents*:
   (1) Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes.
   (2) Amendment of the Declaration of Covenants, Conditions and Restrictions of Windcrest Townhomes Association, Inc.
   (3) Amendment to Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes
   (4) Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes.

   b. *Recording Information*:
   (1) Volume 140, Pages 495-519, Officiation Public Records of Gillespie County, Texas
   (2) Gillespie Country Clerk's File No 20132245

(3) Gillespie County Clerk's File No. 20161380
(4) Gillespie County Clerk's File No 20194315

5. Name and Mailing Address of the Association: The name and mailing address of the Association is Windcrest Townhomes Association, Inc., P O Box 1162, Fredericksburg, Texas 78624

6. Name, Mailing Address, Telephone Number and E-Mail Address of Person Managing the Association or Its Designated Representative:

Charles L Quindry, President
Windcrest Townhomes Association, Inc.
P O Box 1162
Fredericksburg, TX 78624
Telephone Number: 830-997-9262
E-mail Address: contact@windcresttownhomes.com

7. Website Address of Association

windcresttownhomesfbg.com

8. Fees Charged Upon Transfer of Owner Property Within Subdivision:

Transfer Fee of $350.00

9. Other Information the Association Considers Appropriate is:

Information may be obtained by contacting the Association's Designated Representative at contact@windcresttownhomes.com

*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

Executed this 16th day of June, 2023.

WINDCREST TOWNHOMES ASSOCIATION, INC.

By: _____
Name: Charles L Quindry
Title: President

THE STATE OF TEXAS)
) ss
COUNTY OF GILLESPIE)

BEFORE ME, the undersigned, a Notary Public, on this 16th day of June, 2023, personally appeared Charles L. Quindry , President of Windcrest Townhomes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

KIM E. GOODLOE
Notary Public, State of Texas
Notary ID# 13238471-1
My Commission Expires
MARCH 2, 2024

Kim E. Goodloe
NOTARY PUBLIC in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Lindsey Brown
Lindsey Brown, County Clerk
Gillespie County Texas
June 16, 2023 11:13:10 AM
FEE: $34.00 SANTCZAK **20233503**
AMEND

Property Owners' Association
Management Certificate for Windcrest Townhomes
Assoc, Inc.

2 PGS 20131695
AF

RECORDS PRODUCTION AND COPYING POLICY OF WINDCREST TOWNHOMES ASSOCIATION, INC.

The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by any person who holds record title to property within the Association.

Any such owner desiring copies of any records of the Association shall pay to the Association the costs of materials and labor incurred for the compilation production and reproduction of any records requested.

The charge for reproduction of the requested records shall be $0.25 cents per page and the charge for labor for compilation and production of requested records shall be $20.00 (Twenty and no/100 Dollars) per hour of actual time required to comply with the request.

Adopted by the Board of Directors of the Association this 11th day of April, 2013.

Marian Jolly

Marian Jolly, Secretary, Windcrest Townhomes Association, Inc., a Texas non-profit corporation

Acknowledgment

STATE OF TEXAS

COUNTY OF GILLESPIE

This document was acknowledged before me on the 18 day of April, 2013, by Marian Jolly.

Katherine Stevens Burris

Notary Public in and for The State of Texas

NOTARY PUBLIC STATE OF TEXAS
KATHERINE STEVENS BURRIS
Notary Public, State of Texas
My Commission Expires
September 30, 2014

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas

April 18, 2013 09:44:49 AM

FEE: $15.00
AF

20131695

2 pgs
AMEND

20181228

CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF WINDCREST TOWNHOMES ASSOCIATION, INC.

The undersigned being the duly qualified and acting Secretary of the Windcrest Townhomes Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the attached Exhibit "A" is a true and correct copy of the Amendment to Article VIII Section 8 of the By-Laws of this corporation as adopted by a majority of the membership of said corporation on March 12, 2018.

Witness my hand this 14th day of March, 2018.

Jutta Lindsay

JUTTA LINDSAY, Secretary
Windcrest Townhomes Association, Inc., a Texas Non-profit corporation

THE STATE OF TEXAS)
) ss
COUNTY OF GILLESPIE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jutta Lindsay, Secretary, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said WINDCREST TOWNHOMES ASSOCIATION, INC., and that she executed the same as the act of such association, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 14th day of March, 2018.

LARRY WERTS
Notary Public, State of Texas
Notary ID# 12889555-1
My Commission Expires
FEBRUARY 17, 2020

NOTARY PUBLIC in and for Gillespie County, Texas

AMENDMENT TO
ARTICLE VIII SECTION 8 OF THE BY-LAWS
OF
WINDCREST TOWNHOMES ASSOCIATION, INC.

Article VIII, Section 8 of the By-Laws of Windcrest Townhomes Association is amended as follows:

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an audit of the books of the Association to be made by a public accountant when so directed by a majority vote of the Board of Directors of the Association or by a vote of the members holding a majority of the membership votes of the Association, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy to each of the members.

EXHIBIT A

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
March 14, 2018 01:58:31 PM
FEE: $20.00 PHERBER
AMEND
20181228

7 pgs RES 20224790

RESOLUTION
OF THE BOARD OF DIRECTORS OF
WINDCREST TOWNHOMES ASSOCIATION, INC.
(Adopting Records Production and Copying Policy)

WHEREAS, Windcrest is a residential subdivision located in Gillespie County, Texas (the "**Subdivision**");

WHEREAS, Windcrest Townhomes Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision and was formed pursuant to the Articles of Incorporation of the Association filed with the Texas Secretary of State;

WHEREAS, the Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes, recorded in Volume 140, Pages 495-519 of the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Declaration**") and the Bylaws of Windcrest Townhomes Association, Inc., recorded on July 02, 2019, as Document No. 20193276 in the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Bylaws**");

WHEREAS, pursuant to Article VII, Section 1(c) of the Bylaws, the Board may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership;

WHEREAS, Section 209.005(i) of the Texas Property Code requires that the Board adopt and file of record a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt the Records Production and Copying Policy attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, that in order to ensure the business and affairs of the Association and the welfare of the members of the Association, and in order to comply with the Texas Property Code pertaining to Association books and records and the production and copying of such books and records, the Association hereby adopts the Records Production and Copying Policy attached hereto as Exhibit A.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 7 day of JULY, 2022.

ASSOCIATION:

WINDCREST TOWNHOMES ASSOCIATION, INC.,
a Texas nonprofit corporation

LARRY WEETS, President

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 7 day of July, 2022 by Larry Weets, President of Windcrest Townhomes Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

Kelley J Warren
My Commission Expires
11/17/2025
Notary ID
8732188

ACKNOWLEDGED:

ANN I. HOCH, Secretary

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 7 day of July, 2022 by Ann Hoch, Secretary of Windcrest Townhomes Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

Kelley J Warren
My Commission Expires
11/17/2025
Notary ID
8732188

EXHIBIT A

WINDCREST TOWNHOMES ASSOCIATION, INC.
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

WHEREAS, Windcrest is a residential subdivision located in Gillespie County, Texas (the "**Subdivision**");

WHEREAS, Windcrest Townhomes Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision and was formed pursuant to the Articles of Incorporation of the Association filed with the Texas Secretary of State;

WHEREAS, the Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes, recorded in Volume 140, Pages 495-519 of the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Declaration**") and the Bylaws of Windcrest Townhomes Association, Inc., recorded on July 02, 2019, as Document No. 20193276 in the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Bylaws**");

WHEREAS, pursuant to Article VII, Section 1(c) of the Bylaws, the Board may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership;

WHEREAS, Section 209.005(i) of the Texas Property Code requires that the Board adopt and file of record a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the Board wishes to adopt the Records Production and Copying Policy below.

NOW, THEREFORE, the Board has duly adopted the following Records Production and Copying Policy (the "**Policy**"):

1. For purposes of this Policy, the term "**Records**" refers to all books and records of the Association, including financial records, as described in Texas Property Code Section 209.005.

2. Records shall be open to and reasonably available for examination by every owner of a lot within the subdivision, or a person designated as the owner's agent, attorney, or certified public accountant in a writing signed by the owner. Such signed writings must

be submitted to the Association. For purposes of this Policy, the term "**Owner**" shall include the owner of the lot and his or her designated representative.

3. An Owner must submit a written request for access to or copies of the Records. The request must:

    a. be sent by certified mail to the Association's mailing address as reflected in its most recent Management Certificate filed in the Gillespie County Official Public Records; and

    b. contain sufficient detail to identify the specific Records being requested; and

    c. state whether the Owner wants to:

        i. inspect the Records before obtaining copies (the "**Inspection Option**"); or

        ii. have the Association forward copies of Records (the "**Copy Option**").

4. If the Inspection Option is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall send the Owner written notice of dates during normal business hours that the Owner may inspect the requested Records.

5. If the Copy Option is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall produce the Records to the Owner except as provided herein.

6. If the Association is unable to produce the requested Records on or before the 10th business day, then the Association shall provide written notice to the requestor that: (1) informs the requestor that it is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the requested Records will be sent to or made available for inspection to the Owner within 15 additional business days from the date of the notice. During the inspection, the Owner may select the Records that he/she wants copied.

7. If the Owner wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the Association before the 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, then the Owner is entitled to a

refund, and the refund shall be issued to the Owner not later the 30th business day after the date the invoice is sent to the Owner.

8. The Association may charge the Owner all reasonable costs of materials, labor, and overhead for the compilation, production, and reproduction of the requested Records. Those costs are set forth herein and are subject to periodic reevaluation and update by the relevant state agency. The costs shall not exceed those that would be applicable pursuant to Texas Administrative Code Title 1, Section 70.3. The costs are as follows:

    a. Copy charges.

        i. Standard paper copy. The charge for standard 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.

        ii. 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:

            - Diskette–$1.00;
            - Magnetic tape–actual cost;
            - Data cartridge–actual cost;
            - Tape cartridge–actual cost;
            - Rewritable CD (CD-RW)–$1.00;
            - Non-rewritable CD (CD-R)–$1.00;
            - Digital video disc (DVD)–$3.00;
            - JAZ drive–actual cost;
            - Other electronic media–actual cost;
            - VHS video cassette–$2.50;
            - Audio cassette–$1.00;
            - Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)–$.50;
            - Specialty paper (e.g., mylar, blueprint, blueline, map, photographic)–actual cost.

    b. Labor charges for locating, compiling, manipulating data, and reproducing information.

        i. The charge for labor and overhead costs incurred in processing a request is $15.00 per hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

ii. 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 two or more separate buildings that are not physically connected with each other or a remote storage facility.

c. Remote document retrieval charges.

i. The charge for labor and overhead costs incurred in retrieving a document is $15.00 per hour if performed by the Association.

ii. There is a $35.00 charge for private company retrievals. If after delivery to the Association offices, the boxes must still be searched for records that are responsive to the request, a labor and overhead charge of $15.00 per hour will be charged.

d. 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.

e. Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the owner.

f. Credit card charges. If the Association accepts payment by credit card for copies of information and is charged a "**transaction fee**" by the credit card company, then the Association may recover that fee.

9. Except as provided by Section 209.005(l) of the Texas Property Code, the following Records are not required to be released or made available for inspection:

a. the dedicatory instrument violation history of an Owner;

b. an Owner's personal financial information, including records of payment or non-payment of amounts due the Association;

c. an Owner's contact information, other than the Owner's address;

d. information related to an employee of the Association;

e. attorney files and records in the possession of the attorney; and

f. documents that constitute attorney work product and attorney-client privileged information in the possession of the Association.

10. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, then the Owner will be given access to equipment necessary to view the Records in electronic format. The Association shall not be required to transfer such electronic records to paper format unless the Owner agrees to purchase such copies.

11. This Policy is effective upon recordation in the Official Public Records of Gillespie County, Texas and supersedes any policies regarding Records production and copying that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 07, 2022 01:50:11 PM
FEE: $50.00 ELIZA
RES
20224790

4 pgs
RES

20224791

RESOLUTION
OF THE BOARD OF DIRECTORS OF
WINDCREST TOWNHOMES ASSOCIATION, INC.
(Adopting Document Retention Policy)

WHEREAS, Windcrest is a residential subdivision located in Gillespie County, Texas (the "**Subdivision**");

WHEREAS, Windcrest Townhomes Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision and was formed pursuant to the Articles of Incorporation of the Association filed with the Texas Secretary of State;

WHEREAS, the Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes, recorded in Volume 140, Pages 495-519 of the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Declaration**") and the Bylaws of Windcrest Townhomes Association, Inc., recorded on July 02, 2019, as Document No. 20193276 in the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Bylaws**");

WHEREAS, pursuant to Article VII, Section 1(c) of the Bylaws, the Board may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership;

WHEREAS, Section 209.005(m) of the Texas Property Code requires that the Board adopt and file of record a document retention policy; and

WHEREAS, the Board wishes to adopt the Document Retention Policy attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, that in order to ensure the business and affairs of the Association and the welfare of the members of the Association, and in order to comply with the Texas Property Code pertaining to Association books and records and the retention of such books and records, the Association hereby adopts the Document Retention Policy attached hereto as Exhibit A.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 7 day of July, 2022.

ASSOCIATION:

WINDCREST TOWNHOMES ASSOCIATION, INC.,
a Texas nonprofit corporation

LARRY WERTZ, President

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 7 day of July, 2022 by Larry Wertz, President of Windcrest Townhomes Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

Kelley J Warren
My Commission Expires
11/17/2025
Notary ID
6732188

ACKNOWLEDGED:

ANN I. HOCH, Secretary

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on the 7 day of July, 2022 by Ann Hoch, Secretary of Windcrest Townhomes Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.

Notary Public, State of Texas

Kelley J Warren
My Commission Expires
11/17/2025
Notary ID
6732188

EXHIBIT A

WINDCREST TOWNHOMES ASSOCIATION, INC.
DOCUMENT RETENTION POLICY

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

WHEREAS, Windcrest is a residential subdivision located in Gillespie County, Texas (the "**Subdivision**");

WHEREAS, Windcrest Townhomes Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision and was formed pursuant to the Articles of Incorporation of the Association filed with the Texas Secretary of State;

WHEREAS, the Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Windcrest Townhomes, recorded in Volume 140, Pages 495-519 of the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Declaration**") and the Bylaws of Windcrest Townhomes Association, Inc., recorded on July 02, 2019, as Document No. 20193276 in the Official Public Records of Gillespie County, Texas (as amended and/or supplemented, the "**Bylaws**");

WHEREAS, pursuant to Article VII, Section 1(c) of the Bylaws, the Board may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership;

WHEREAS, Section 209.005(m) of the Texas Property Code requires that the Board adopt and file of record a document retention policy; and

WHEREAS, the Board wishes to adopt the Document Retention Policy below.

NOW, THEREFORE, the Board has duly adopted the following Document Retention Policy (the "**Policy**"):

1. For purposes of this Policy, the term "**Records**" refers to all books and records of the Association, including financial records, as such are described in Texas Property Code Section 209.005.

2. The Association's Records shall be reasonably available at the Association's registered office or principal office in the state of Texas for examination and production in accordance with Texas Property Code Section 209.005.

3. The following specified Records shall be retained by the Association for the periods stated below:

    a. certificates of formation, bylaws, dedicatory instruments, and all amendments to the certificates of formation, bylaws, and dedicatory instruments shall be retained permanently;

    b. financial books and records shall be retained for seven (7) years;

    c. account records of current Owners shall be retained for five (5) years;

    d. contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;

    e. minutes of meetings of the Owners and the Board shall be retained for seven (7) years;

    f. tax returns and audit records shall be retained for seven (7) years.

4. Any documents not described above may be retained for a period of time deemed necessary or desirable by the Association, in the sole discretion of the Board.

5. Upon expiration of the respective retention periods listed above, the Association's Records may be destroyed, discarded, deleted, purged or otherwise eliminated, in the sole discretion of the Board.

6. This Policy is effective upon recordation in the Official Public Records of Gillespie County, Texas, and supersedes any conflicting or inconsistent policies regarding retention of the Association's Records that may have previously been in effect. All other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Mary Lynn Rusche
Mary Lynn Rusche, County Clerk
Gillespie County Texas
July 07, 2022 01:50:11 PM
FEE: $38.00 ELIZA
RES
20224791