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TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC. TO THE PUBLIC

CERTIFICATE OF CORPORATE RESOLUTION

We, Dow Hickam, President, and Dow Hickam III, Secretary of

TRAVIS MEADOW HOMEOWNER ASSOCIATION, INC., a Texas Non-profit Corporation , do hereby certify that said corporation is duly organized and existing under the laws of the State of Texas; that all franchise and other taxes, if any, required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Texas and is in good standing in such State; that there is no provision of the Articles of Incorporation or By-laws of said corporation limiting the power of the Board of Directors to pass the Resolution or Resolutions set out below and that the same is in conformity with the provisions of said Articles of Incorporation and By-laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Board of Directors of said corporation and that on the 10th day of January, 2012, there was held a meeting of the Board of Directors of said corporation, which was duly called and held in accordance with the law and the By-laws of the corporation, and that at said meeting the following Resolution was duly and legally passed and adopted and that the same has not been altered, amended, rescinded or repealed and is now in full force and effect:

BE IT RESOLVED that the attached By-Laws, Management Certificate, Alternate Payment Schedule, Document Retention Policy and Records Production and Copying Policy be and are hereby adopted by the Corporation.

We further certify that the attached copy of the Articles of Incorporation of Travis Meadow Homeowners' Association, Inc. is a true and correct copy of the said Articles which are on file with the Texas Secretary of State.

We further certify that the following persons are the officers of the Corporation, and are the persons authorized to act and sign the foregoing Resolution:

Dow Hickam, PRESIDENT

Dow Hickam III, SECRETARY

IN WITNESS WHEREOF, we have hereunto set our hands as President and Secretary, respectively, of said corporation, this 11 day of January, 2012.

Dow Hickam, President

Dow Hickam III, Secretary

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 11th day of January, 2012, by Dow Hickam, President, and Dow Hickam III, Secretary, of Travis Meadow Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

PAT FINNEGAN McGOWAN
Notary Public, State of Texas
My Commission Expires
December 19, 2012

Stamped or printed name of notary

FILED
In the Office of the
Secretary of State of Texas
DEC 07 2006
Corporations Section

ARTICLES OF INCORPORATION
OF
TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC.

WE, THE UNDERSIGNED natural persons of the age of eighteen (18) years or more, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation.

ARTICLE ONE
NAME

The name of the corporation is TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC., hereinafter sometimes called the "Corporation" or the "Association."

ARTICLE TWO
NONPROFIT

The Corporation is a nonprofit corporation.

ARTICLE THREE
DURATION

The period of its duration is perpetual.

ARTICLE FOUR
PURPOSES AND POWERS

This association does not contemplate pecuniary gain or profit to the members thereof and the specific purpose or purposes for which the Corporation is organized are to provide for the acquisition, construction, management, maintenance, and care of properties in the Association, and to promote the recreation, health, safety, and welfare of the owners of the properties; to the improvement and maintenance of the common area which may include but not be limited to, construction and maintenance of parks, parkways, rights-of-way, easements, esplanades, streets, curbs, sidewalks, operating street lights and similar facilities within that certain tracts of land commonly known as the "Travis Meadow Subdivision" and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

COPY

1. Except as otherwise provided in these Articles, the Corporation shall have all of the powers provided in the Texas Non-Profit Corporation Act, and additionally shall exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Restrictive Covenants, Conditions, Restrictions, and Easements, hereinafter called the "Declaration", applicable to the property and recorded at Instrument Number 20065805, filed in the Deed Records of Gillespie County, Texas on or about September 7, 2006; and as same has been amended on or about October 26, 2006, by Instrument Number 2006-7010, filed in the Deed Records of Gillespie County, Texas, and as same has been amended a second time on or about December 5, 2006, filed in the Deed Records of Gillespie County, Texas at Instrument Number 20067815; and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

2. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property by the Association.

3. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

4. Borrow money, and with the assent of three-fourths (3/4ths) of the members, voting in person or by proxy at a meeting called for such purpose, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5. Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless three-fourths (3/4ths) of the members, voting in person or by proxy at a meeting called for such purpose has agreed to such dedication, sale or transfer, provided that at least sixty (60) days advance notice of the purpose, date, place, and time of such meeting has been given to the members.

6. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area.

7. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Nonprofit Corporation Act by law may now or hereafter have or exercise.

8. Make and alter bylaws.

9. Have and alter a corporate seal, and use the seal by causing it or a facsimile to be impressed on, affixed to, or reproduced in any manner on instruments required to be executed by the Corporation's officers.

10. Purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal in any interest in real or personal property wherever situated.

11. Invest and reinvest in property that the Board of Directors deems advisable, including an option to acquire an asset.

12. Purchase, receive, subscribe for, acquire, own, hold, vote, employ, mortgage, lend, pledge, sell, dispose of, or otherwise use and deal in and with shares, interests, and obligations of other corporations, whether for profit or not for profit, associations, partnerships, individuals, and government agencies and instrumentalities.

13. Sell, convey, exchange, convert, grant an option, assign, build, manage, operate, control, or otherwise dispose of Corporation property.

14. Partition, divide, subdivide, assign, develop, and improve Corporation property.

15. Make or obtain the vacation of plats, adjust boundaries, adjust differences in valuation on exchange or partition, and dedicate easements for public use, of Corporation property, with or without consideration.

16. Lease Corporation property for any legal purpose, and enter into any covenants and agreements relating to the leased property or any improvements that may be erected on the property.

17. Borrow money on behalf of the Corporation from any person, firm, or corporation for any Corporation purpose. However, the Corporation shall not borrow money from an officer or director without the approval of the Board of Directors, not including the vote of any director who is involved in the transaction in a personal capacity.

18. Make contracts, incur liabilities, issue notes, bonds and other obligations, and secure obligations by mortgage or pledge of Corporation property, franchises, and income.

19. Encumber or hypothecate Corporation property for any Corporation purpose by mortgage, deed of trust, pledge, or otherwise, in accordance with the requirements of Section 4, hereinabove.

20. Lend money for the purposes of the Corporation, invest and reinvest funds, and take and hold real and personal property as security for the payment of funds loaned or invested.

21. Enforce any mortgage or deed of trust or pledge owned by the Corporation and, at any sale under any such mortgage, deed of trust, or pledge, bid and purchase at Corporation expense any property subject to the security instrument.

22. Vote and give proxies to vote any Corporation securities.

23. Pay any assessments or other charges levied on any Corporation stock or other security.

24. Exercise any subscription, conversion, or other rights or options that may attach to the holders of any Corporation stocks, bonds, securities, or other instruments.

25. Carry, at the expense of the Corporation, insurance or make other arrangements for payment of liabilities to protect the Corporation or the directors, officers, members, agents, and employees of the Corporation, or persons serving at the request of the Corporation as representatives of another enterprise, provided that the terms of the insurance or other arrangements are consistent with the provisions of the Texas Revised Civil Statutes Article 1396-2.22A.

26. Make donations for the public welfare, or charitable, scientific, or educational purposes, and in time of war, make donations in aid of war activities.

27. Abandon any Corporation asset.

28. Elect or appoint officers and agents for any period of time, and define their duties.

29. Employ attorneys, investment advisors, accountants, brokers, tax specialists, or any other agents, and pay reasonable compensation for all services performed by any of them as a Corporation expense.

30. Compromise, participate in mediation, submit to arbitration, release with or without consideration, extend time for payment, and otherwise adjust any claims in favor of or against the Corporation.

31. Commence or defend any litigation in the corporate name with respect to the Corporation or any Corporation property, at the expense of the Corporation.

32. Cease the Corporation's activities and terminate its existence by voluntary dissolution.

33. Do all acts, take part in any proceedings, and exercise all rights and privileges as could an absolute owner of Corporation property, subject to the limitations expressly stated in these Articles of Incorporation. The enumeration of powers in these Articles of Incorporation shall not limit the general or implied powers of the Corporation or any additional powers provided by law.

RESTRICTIONS ON CORPORATE POWER

The Corporation shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 528 and related or successor regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the Corporation shall have no power to:

1. Engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.

2. Serve a private interest other than one that is clearly incidental to an overriding public interest.

3. Devote more than an insubstantial part of its activities in attempts to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.

4. Have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.

5. Distribute its assets on dissolution other than for one or more exempt purposes; on dissolution, the Corporation's assets shall be distributed to the state government for a public purpose, or to a nonprofit organization to accomplish the general purposes for which the Corporation was organized.

7. Permit any part of the net earnings of the Corporation to inure to the benefit of any private shareholder or member of the Corporation or any private individual.

8. Carry on an unrelated trade or business except as a secondary purpose related to the Corporation's primary, exempt, purposes.

ARTICLE FIVE
MEMBERSHIP

The Corporation shall have one or more classes of members as provided in the bylaws of the Corporation.

ARTICLE SIX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of no less than three (3) and no more than five (5) Directors. The qualifications, manner of selection, duties, terms, and other matters relating to the Board of Directors (referred to as the "Board of Directors") shall be provided in the bylaws. The number of Directors may be changed by amendment of the By-Laws of the Association. Until the election of Directors at the first annual meeting of the members, the initial Board of Directors herein named shall so serve.

In electing directors, members shall not be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates.

At the first annual meeting, the members shall elect three (3) Directors for a term of three (3) years and two (2) Directors for a term of two (2) years; and at each annual meeting thereafter the members shall elect the number of Directors required to fill the vacancies created by the then expiring terms, such new Directors to be elected for a term of three (3) years.

ARTICLE SEVEN
LIMITATION ON LIABILITY OF DIRECTORS

A Director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE EIGHT
INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a Director or other person related to the Corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the Board of Directors shall have the power to define the requirements and limitations for the Corporation to indemnify Directors, officers, or others related to the Corporation.

ARTICLE NINE
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4ths) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an

appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE TEN
AMENDMENTS

Amendment of these Articles shall require the assent of three-fourths (3/4ths) of the votes of the entire membership of the Association.

ARTICLE ELEVEN
REGISTERED AGENT

The street address of the initial registered office of the Corporation is:

Doug Phelan
4412 Spicewood Springs Blvd., Ste. 300
Austin, Texas 78759

and the name of the registered agent at such address is:

Doug Phelan.

ARTICLE TWELVE
INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is three, and the names and addresses of the persons who are to serve as the initial Directors are as follows:

NAME	ADDRESS
Doug Phelan, President	4412 Spicewood Springs Blvd, Ste. 300 Austin, TX 78759
Nancy Phelan, Vice President & Secretary	4412 Spicewood Springs Blvd., Ste. 300 Austin, TX 78759

Dow Hickam, Treasurer — 1616 Fountain View Drive, No. 604, Houston, TX 77057-2530

ARTICLE THIRTEEN
CONSTRUCTION

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

INCORPORATORS

The name and street address of each incorporator is:

NAME	ADDRESS
Doug Phelan	4412 Spicewood Springs Blvd, Ste. 300 Austin, TX 78759

IN WITNESS WHEREOF, I have hereunto set my hands, this 5th day of December, 2006

DOUG PHELAN

STATE OF TEXAS §
§
COUNTY OF BEXAR §

I, Deborah A. Thompson, a notary public, do hereby certify that on this the 5th day of December, 2006, personally appeared before me, DOUG PHELAN, who, being by me first duly sworn, declared that he is a person who signed the foregoing document as an incorporator, and that the statements therein contained are true.

In witness whereof, I have hereunto set my hand and seal this day and year above written.

DEBORAH A THOMPSON
My Commission Expires
September 14, 2009

NOTARY PUBLIC, STATE OF TEXAS

BYLAWS
OF
TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC.

SECTION I
NAME AND LOCATION

Section 1.1 Name

The name of the corporation is TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 1.2 Location

The principal office of the corporation shall be located at 402 W. Hackberry, Fredericksburg, Texas 78624, or such other location within Gillespie County, Texas, as the Board may from time to time designate.

SECTION II
DEFINITIONS

Section 2.1 Articles

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 2.2 Association

"Association" shall mean and refer to TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2.3 Board

"Board" shall mean and refer to the Board of Directors of the Association.

Section 2.4 Common Area

"Common area" shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the members.

Section 2.5 Declaration

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the TRAVIS MEADOW subdivision, as recorded at Instrument Number 20065805, filed in the Deed Records of Gillespie County, Texas on or about September 7, 2006; and as same has been amended on or about October 26, 2006, by Instrument Number 2006-7010, filed

in the Deed Records of Gillespie County, Texas, and as same has been amended a second time on or about December 5, 2006, filed in the Deed Records of Gillespie County, Texas at Instrument Number _____, and as same may be further amended or extended from time to time.

Section 2.6 Travis Meadow

"Travis Meadow" shall refer to that area which in the aggregate comprises the Properties as defined herein.

Section 2.7 Lot

"Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision maps or plats of the properties with the exception of the common area.

Section 2.8 Member

"Member" shall mean and refer to every record owner, whether one or more persons or entities, of fee simple title in any lot which is subject by covenants of record to assessment by the Association and shall include contract sellers but shall not include persons or entities holding an interest merely as security for the performance of an obligation.

Section 2.9 Properties

"Properties" shall mean and refer to that certain real property described in the Declaration and any amendment or extension thereof.

SECTION III
MEETINGS OF MEMBERS

Section 3.1 Place of Meeting

Meetings of the members shall be held at 402 W. Hackberry, Fredericksburg, Texas 78624, or other place within Gillespie County, Texas, as may be designated by the Board in the notice of the meeting.

Section 3.2 Annual Meeting

The first annual meeting of members for the election of Directors and for the transaction of such business as may properly come before the meeting shall be held on or before March 31, 2007. In each year after 2007, annual meetings shall be on the date specified by the Board of Directors in the notice of such meeting.

Section 3.3 Special Meetings

Special meetings of the members may be called at any time by the Chairman of the Board, or upon a petition signed by thirty percent (30%) of the members who would be entitled to cast a vote or votes at such meeting.

Section 3.4 Notice of Meetings

Unless effected as otherwise provided herein or in the Declaration, written or printed notice of each meeting of the members shall be given by or at the direction of the Secretary/Treasurer or other person authorized to call such meeting by mailing postage prepaid to each member entitled to vote thereat, a copy of such notice not less than ten (10) nor more than fifty (50) days before the date of such meeting. Such notice shall be addressed to the member at his or her address as it appears on the records of the Association as at the time of mailing and shall specify the place, date, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3.5 Quorum

3.5(1) Members holding one-tenth (1/10) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum except as otherwise provided herein, in the Articles, or in the Declaration.

3.5(2) In the event 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.

Section 3.6 Proxies

A member may vote in person or by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact. The Board shall be authorized to designate the form of proxy to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable at any time by its maker.

Section 3.7 Rules of Procedure

Meetings of the members shall be conducted in accordance with the rules and procedures outlined in The ABC's of Parliamentary Procedure, published by the Community Association Institute.

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SECTION IV
VOTING

Section 4.1 Voting

Each member shall cast their votes as provided for in Article 7, Section 7.01 of the Declaration.

Section 4.2 Cumulative Voting

Cumulative voting shall not be permitted.

Section 4.3 Majority Vote

The vote of a majority of the votes entitled to be cast by the members present in person or by proxy, at a meeting for which a quorum has been obtained shall be necessary for the adoption of any matter by the members, unless a greater proportion is otherwise required by the Articles or the Declaration.

SECTION V
DIRECTORS

Section 5.1 Number of Directors

The affairs of the Association shall be governed by a Board of Directors which shall consist of no less than three (3) but not more than five (5) persons. In the event the number of Directors is changed by amendment to these Bylaws, no such change shall have the effect of removing any director prior to the expiration of his or her term of office.

Section 5.2 Election

Members of the Board of Directors shall be elected at large by all members of the Association.

Section 5.3 Qualifications of Directors

A Director shall be a member of the Association in good standing at the time of nomination. This section shall not apply to incumbent directors at the time of adoption hereof who may stand for election for successive consecutive terms of office.

Section 5.4 Nomination

5.4(1) Nomination for election to the Board shall be made in writing on the form approved and provided by the Board for nominations. Nominations shall include the written undertaking of the nominee to serve if elected. Written nominations shall be accepted until 12 noon on the third

Thursday of February by the election officer designated by the Board and no written nomination shall be accepted thereafter.

5.4(2) The election officer shall check all nominations and shall disqualify from election any nominee no qualified for election or improperly nominated. In the event a nominee is disqualified by the election officer, he or she shall be immediately notified in person, by telephone or in writing of such disqualification and shall be entitled to remedy such disqualification within twenty-four (24) hours of such notification, in which case his or her nomination shall be accepted notwithstanding the initial disqualification. The decision of the election officer regarding disqualification shall be final.

5.4(3) Notice of election shall be included with the notice of annual meeting and nominees shall be invited to provide by a specific deadline brief biographical information not exceeding 250 words in length to be distributed with such notice. Biographical information not submitted by the deadline established shall not be so distributed.

Section 5.5 Direction of Election

The Board shall, by resolution, designate one of its members not standing for re-election to the Board to serve as election officer for the annual election. The election officer shall receive written nominations as provided herein and shall administer the annual election. The election officer shall appoint in writing such assistants as are in his her judgement required to conduct the election but in no case shall less than two (2) assistants be designated and who shall not be paid for their services nor be members of the Board of Directors or a candidate for election thereto.

Section 5.6 Voting

5.6(1) Unless another form of voting is adopted at the annual meeting, election to the Board shall be by secret written ballot. The election officer shall prepare or cause to be prepared a written ballot listing in random order the names of nominees for election, which ballot shall also provide write-in space for the names of candidates nominated from the floor at the annual meeting.

5.6(2) The election of new members to the Board shall be the first order of business following the adoption of the agenda at the annual meeting. Voting shall remain open for thirty (30) minutes provided, however, that members present and waiting to vote at the end of the voting period aforesaid shall be afforded the opportunity to do so notwithstanding the aforesaid.

5.6(3) Voting and the counting of ballots cast shall be conducted by the election officer and his or her assistants. The results of balloting shall be announced by the election officer before the close of the annual meeting and the nominee(s) receiving the highest number of votes shall be declared by the Chairman of the Board to have been elected. The Chairman of the Board shall announce only the name(s) of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates. The election officer shall thereafter certify in writing the results of the balloting, which results shall be countersigned by his or her assistants.

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Section 5.7 Staggered Terms

No more than three (3) Directors shall be elected to the Board during any one year.

Section 5.8 Term of Office

Unless otherwise provided herein, each Director shall be elected for a term of three (3) years.

Section 5.9 Removal of Board Members

5.9(1) By Members: A Director may be removed from the Board by the vote of a majority of a quorum of members entitled to vote at a meeting of the members.

5.9(2) By Impeachment: A Director may be removed from the Board by impeachment by the Board for conduct unbecoming a member of the Board or other good cause.

(a) Impeachment of a Director shall be commenced by resolution of the Board adopted at any meeting of the Board. Upon adoption of a resolution to consider impeachment, the Board shall at its next regular meeting consider the matter. The Chairman shall appoint one member of the Board to present the case for impeachment and afford the Director whom it is proposed be impeached the opportunity to speak in response at such meeting. Following presentation of the case for impeachment and response thereto, the Board may by resolution adopted by a majority in favor impeach such Director. In the event such resolution is so adopted, impeachment shall be reconsidered by the Board at its next regular meeting and may by resolution be ratified by a majority in favor of ratification of impeachment. In the event of such ratification, impeachment shall be confirmed by the Board at its next regular meeting and may by resolution be confirmed by a majority in favor of confirmation of impeachment, which confirmation shall operate to forthwith remove such Director from and vacate his or her office.

5.9(3) By Declaration of Vacancy: In the event a Director shall be absent from three consecutive meetings of the Board, the Board may by resolution declare his or her office to be vacant, and in such case such Director shall be deemed to have resigned from the Board as of the adoption of such resolution. A meeting which has been rescheduled shall not be considered to be a meeting of the Board for the purposes of this section only.

Section 5.10 Deemed Resignation

A director shall be deemed to have resigned when he or she ceases to be a member in good standing. The provisions of this section shall not apply to any incumbent director at the time of adoption hereof or during any successive consecutive term of office of such director.

Section 5.11 Vacancies

A vacancy on the Board shall exist on the death, resignation, or removal of any Director, in the event of a declaration of vacancy by the Board, or if the members fail at any annual or special

meeting of members at which any Director or Directors are to be elected to elect the number of Directors authorized to be voted for at that meeting.

Section 5.12 Appointment to Fill Vacancies

In the event of a vacancy on the Board, the remaining members of the Board shall select and appoint to the Board a successor who shall serve the unexpired term of his or her predecessor.

SECTION VI
MEETINGS OF DIRECTORS

Section 6.1 Meetings

Meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Notice of such meetings shall be given to each Director at least seven days prior to each such meeting, and shall specify the place and time of such meeting.

Section 6.2 Special Meetings

6.2(1) Special meetings of the Board shall be held when called by the Chairman of the Board or by any two (2) Directors. Notice of special meetings of the Board shall be given orally or in writing to each Director at least twenty-four (24) hours before any such meeting. Notice shall be deemed to have been given in writing when delivered to the present home address of a Director as shown on the records of the Association.

6.2(2) Attendance at a special meeting by a Director shall constitute a waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.3 Open Meetings

Regular meetings of the Board shall be open to all members, provided, however, that members who are not members of the Board may not participate in any deliberation or discussion unless recognized by the Chair to so participate. Such recognition may be overruled by a vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, property matters, litigation in which the Association is or may become involved, and orders of business relating to matters which are or may be the subject of a claim or privilege or for any purpose deemed appropriate in the discretion of the Board.

Section 6.4 Quorum

A majority of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board unless a greater number is required by law.

Section 6.5 Action Taken Without a Meeting

6.5(1) Emergency: Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members. Any action so approved shall have the same effect as if taken at a meeting of the Board, shall be evidenced by sworn affidavit and shall be documented in the minutes of the next regular Board meeting.

6.5(2) By Consent: Any action which 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 shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be documented in the minutes of the next regular Board meeting.

6.5(3) By Conference, Telephone, or Similar Equipment: Any regular or special meeting of the Board may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and be heard by each other. Participation in such a meeting shall be deemed to be presence in person at the meeting.

Section 6.6 Rules of Order

Regular meetings of the Board shall be conducted in accordance with the procedures outlined in The ABC's of Parliamentary Procedure, published by the Community Associations Institute.

SECTION VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers of the Board

The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, which penalties may include fines, or the suspension of the right of a member to use the common area and facilities;

(b) suspend the voting rights or any member and/or the right of any member to use of the common area and facilities during any period in which such member shall be in default in the payment of any assessment levied by or for the benefit of the Association;

(c) hire such personnel as are in the opinion of the Board necessary for the efficient and effective operation of the Association and delegate to such personnel such of the rights, powers, and privileges of the Board as to the Board may seem necessary and advisable;

(d) exercise the rights, powers, and privileges delegated to the Board herein;

(e) exercise for the Association all powers, duties, and authorities vested in or delegated to the Association and not otherwise herein reserved to the members of the Association in the Articles or Declaration.

Section 7.2 Method of Exercise of Powers

The Board shall exercise its rights, powers, and privileges by resolution.

Section 7.3 Organization of the Board

The Board shall organize itself to exercise its rights, powers, and privileges and carry out its duties and responsibilities in such a manner as it shall, from time to time, determine and shall be authorized to organize, appoint, and regulate standing and select committees to advise the Board from time to time as seems prudent.

Section 7.4 Chairman and Vice Chairman

7.4(1) Election: The Board shall meet each year on the Thursday next following the annual meeting to elect a Chairman and Vice Chairman, who shall at all times be members of the Board, and shall serve for one (1) year unless they or either of them shall sooner resign, be removed or otherwise become disqualified to serve.

7.4(2) Removal: The Chairman and Vice Chairman may be removed from office at any time by the vote of a majority of the Board. The Chairman or Vice Chairman may resign at any time by giving written notice to the Board and such resignation shall be effective on the date of receipt of such notice or such later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 7.5 Compensation of Directors

No Director shall receive compensation for any service he or she shall render to the Association. Any Director may be reimbursed for his or her actual expenses incurred in the performance of designated duties.

Section 7.6 Duties of the Board

It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an annual report thereof to the members at the annual meeting of the members;

(b) supervise all Association officers and agents and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to fix the amount of the annual assessment of each lot;

(d) cause written notice of assessment to be sent to each owner subject thereto at least thirty (30) days before the date when payment of such assessment is due;

(e) cause collection action to be taken to secure and collect delinquent assessments as more particularly set out in the Declaration;

(f) procure and maintain adequate liability, property, and casualty insurance on employees, common area and facilities, and cause all officers or employees to be bonded, as it may deem appropriate;

(g) cause the common area and facilities to be maintained;

(h) carry out short term and long range planning and policy development for the Association;

(i) supervise and direct the financial management and development of the Association;

(j) direct the provision of services to members;

(k) undertake to provide means of communications with Association members.

SECTION VIII
OFFICERS

Section 8.1 Officers

8.1(1) Officers Generally: The officers of the Association shall be the Chairman of the Board, Vice Chairman, Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.

8.1(2) Offices of President and Vice-President: The office of Chairman of the Board shall be and include the office of President of the Association and the office of Vice Chairman of the Board shall be and include the office of Vice President of the Association. The President of the Association shall be known as the Chairman of the Board and the Vice President of the Association shall be known as the Vice Chairman of the Board.

8.1(3) Office of Secretary, Treasurer: The Secretary and Treasurer of the Association may also be held by the Community Manager.

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Section 8.2 Appointment of Officers

8.2(1) Chairman and Vice Chairman: Election by the Board of the Chairman and Vice Chairman as provided in Section 7.4 hereof shall be deemed to be election of the President and Vice President respectively.

Section 8.3 Resignation of Officers

8.3(1) Chairman and Vice Chairman: In the event the Chairman or Vice Chairman shall resign, be removed or otherwise become disqualified to serve, he or she shall be deemed to have resigned, been removed, or otherwise become disqualified to serve as President or Vice President, as the case may be.

8.3(2) Other Officers: Any other officer may be removed from office by the Board at any time without cause and may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.4 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.5 Duties of Officers

8.5(1) Chairman of the Board: The Chairman of the Board shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Board and of the members; shall in consultation with the Secretary/Treasurer set the agenda for all meetings of the Board and of the members; and with the approval of the Board shall appoint committee chairpersons.

The Chairman of the Board shall be at liberty to participate in all the discussions of the Board and vote on any motion thereof.

8.5(2) Vice Chairman of the Board: The Vice Chairman of the Board shall act in the place and stead of the Chairman in his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

8.5(3) Secretary/Treasurer: The Secretary/Treasurer shall be the Chief Administrative Officer of the Association and shall record or cause to be recorded the proceedings of all meetings of the Board and of the members; keep and affix or cause to be affixed the corporate seal of the Association as required; receive/deposit in banking accounts approved by the Board, account for and disburse or cause to be received, deposited, accounted for and disbursed the monies of the Association; keep or cause to be kept proper books of account; prepare an annual budget; prepare for the annual meeting of the members a report of the financial activity of the Association for the

preceding year; serve or cause to be served notice of meetings of the Board and of the members; keep or cause to be kept appropriate records showing the members of the Association; hire agents, attorneys, contractors, etc., to carry out the acts, decisions, and directions of the Board; and perform such other duties as required by the Board.

SECTION IX
COMMUNITY MANAGER

Section 9.1 Appointment

The Board may employ or contract with a Community Manager to whom the Board may delegate such duties and responsibilities as are appropriate on such terms and conditions and with such compensation as the Board may determine. A corporation or partnership may be appointed as Community Manager.

SECTION X
INDEMNIFICATION

Section 10.1 Liability and Indemnification

No member of the Board or any other officer or employee of the Association or member of any committee of the Association appointed by the Board shall be personally liable to any member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. The Board shall be responsible to obtain insurance, to the extent possible, to provide the indemnification described in this section.

SECTION XI
BOOKS AND RECORDS

Section 11.1 Inspection

The books, records, and papers of the Association shall at all times during reasonable business hours be available for inspection by any member for any proper purpose.

Section 11.2 Copies of Declaration, Articles, and Bylaws

Copies of the Declaration, Articles, and Bylaws of the Association shall be made available to any member at the principal office of the Association at a reasonable cost to be fixed from time to time by resolution of the Board.

Section 11.3 Minutes Generally

Minutes shall be kept of all meetings of the members, the Board and committees of the Board.

Section 11.4 Content of Minutes

Minutes shall record motions made, resolutions adopted, decisions made, and actions taken and shall briefly summarize the discussions and deliberations of the meeting so as to provide appropriate background information.

Minutes shall state whether or not a motion was carried unanimously, carried or defeated and shall record the names of those voting against a motion or abstaining from a vote.

Section 11.5 Adoption and Signature of Minutes

Minutes of a meeting of the members shall be presented to the members for adoption at the next meeting of the members. Upon adoption, the minutes shall be certified as correct by the then Chairman and Community Manager.

Minutes of a meeting of the Board shall be presented to the Board for adoption at the next regular meeting of the Board. Upon adoption, the minutes shall be certified as correct by the then Chairman and Community Manager.

Minutes of a meeting of a committee of the Board shall not require adoption nor certification.

SECTION XII
CHECKS

Section 12.1 Signature of Checks

Checks in operating accounts shall require one (1) authorized signatory. Withdrawals from all reserve accounts shall be countersigned by two (2) signatories. Only members of the Board and the Community Manager may be designated as authorized signatories

SECTION XIII
NON-PROFIT PURPOSE

Section 13.1 Non-Profit Purpose

In order to preserve the non-profit status of the Association, neither the Board nor any member thereof shall do any act, authorize or suffer the doing or any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the Declaration, Articles or these Bylaws or Section 528 of the Internal Revenue Code and any such act shall be ultra vires and void.

SECTION XIV
GENERAL PROVISIONS

Section 14.1 Corporate Seal

The Board of Directors may, by resolution, adopt a corporate seal.

Section 14.2 Registered Agent

Doug Phelan shall be the registered agent of the Association for the service of process, notice or demand upon the Association. The address of said registered agent is:

Doug Phelan
4412 Spicewood Springs Blvd., Ste. 300
Austin, Texas 78759

Section 14.3 Execution of Documents

The Board may, except as otherwise provided in the Declaration, Articles or these Bylaws, authorize any Director, officer or agent to execute any instrument or document in the name of and on behalf of the Association and affix the corporate seal thereto. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no Director, officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 14.4 Fiscal Year

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

Section 14.4 Conflicts

These Bylaws are intended to comply with the Texas Non-Profit Corporation Act, Declaration, and Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

SECTION XV
AMENDMENTS

Section 15.1 Amendments

These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Dated and Adopted on this, the 7TH day of DEC, 2006 by the initial Board of Directors.

ATTEST:

Secretary

TH E STATE OF TEXAS *

COUNTY OF GILLESPIE *

MANAGEMENT CERTIFICATE PURSUANT TO SECTION 209.004, TEXAS PROPERTY CODE

TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC., a Texas Non-profit Corporation and Property Owners' Association as defined by Chapter 209, Texas Property Code, hereby files this management certificate as required by Section 209.004, Texas Property Code:

1. The name of the subdivision is: THE PRESERVE (FKA TRAVIS MEADOW SUBDIVISION.

2. The name of the association is: TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC.

3. The recording data for the subdivision is:

   Plat Records of Gillespie County, Texas, Volume 4, page 166.

4. The recording data for the declarations are:

   Register No. 20065805, Official Public Records of Gillespie County, Texas

   Register No. 20067010, Official Public Records of Gillespie County, Texas

   Register No. 20067815, Official Public Records of Gillespie County, Texas

1. The name of the Association is TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC. and the mailing address of the association is: PO BOX 246 AUSTIN, TX 78767.

2. The name and the mailing address of the person managing the association or the association's designated representative is: Manager, Doug Phelan, 8409 Silver Ridge, Austin, Tx 78759.

TRAVIS MEADOW

HOMEOWNERS'

ASSOCIATION, INC.

By: 

DOW HICKAM

ALTERNATIVE PAYMENT SCHEDULE
TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC.

The Board of Directors (the "Board") of TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC., (the "Association"), being the property owners association for the THE PRESERVE subdivision in Gillespie County, Texas, at a regularly scheduled meeting of the Board on January 10, 2012, at which a quorum of the Directors were present as required by the Bylaws of the Association, and after consideration, motion and vote, adopted by unanimous vote of the directors present, the following resolution concerning the adoption of an alternative payment schedule guidelines, required by Section 209.0062 of the Texas Property Code (effective January 1, 2012). Accordingly, it is Resolved that the Association's alternate payment schedule guidelines shall be as follows:

It is the policy of the Association that any agreement entered into by and between the Association and any property owner ("Owner") in the Subdivision shall comply with Section 209.0062, Texas Property Code;

Upon the request of an Owner, the Board of Directors shall approve a plan whereby the Owner shall be authorized to enter into an "Alternative Payment Schedule Plan" ("Payment Plan"), and make partial payments of any regular assessment, special assessments, and/or any other amount owed to the Association over such period of time as may be agreed upon between the Association and the Owner, but in no event shall the Payment Plan be for a period of time of less than three months;

Any Payment Plan entered into by the Association shall not extend more than 18 months from the date of the owner's request for a payment plan.

The association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan.

The Payment Plan shall be in writing, in such form as set forth by Attachment "A", shall be acknowledged before a notary public and capable of filing in the Official Public Records of Gillespie County, Texas;

The Payment Plan shall be an enforceable contract and shall confirm the amounts due to the Association, including a breakdown of assessments, penalties, late fees, and interest, if applicable;

During the existence of the Payment Plan, and provided that all payments are timely paid by the Owner, no additional "monetary penalties" shall be charged to the Owner. For the purpose of this Resolution, "monetary penalties" does not include reasonable costs associated with administering the payment plan or interest; Should the Owner become delinquent in the payments under the Payment Plan, then the Payment Plan may be, at the discretion of the Association, filed in the Official Public Records of Gillespie County, Texas. For the purpose of this Resolution "delinquent" means that payment was not received by the Association on or before 5:00 o'clock p.m. Central Time on the date the payment is due.

The Owner shall be responsible to pay a flat fee of $100.00 for preparation of the Payment Plan and the Gillespie County Filing Fee, which shall be due upon the execution and return to the Association by the Owner with Owner's first payment under the Payment Plan.

Should the Owner become delinquent in payment under the Payment Plan, then the Association shall send a letter, in the form attached hereto as "Attachment B", to the Owner, by first class mail

and certified mail, return receipt requested, giving notice of the delinquency and making demand for Owner to pay, in full, within thirty (30) days of the date of the letter, all amounts due under the Payment Plan. If the Owner has not paid all amounts due in such time, then the Association will, at its discretion, take further legal action to enforce its rights and seek judicial foreclosure of the maintenance fee lien provided by the deed restrictions.

This resolution is effective upon recordation in the Public Records of Gillespie County. Except as affected by section 209.005 and/0r by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Assocdiaion shall remain in full force and effect.

Signed this 10th day of January, 2012.

Dow Hickam
President
Travis Meadow Homeowners' Assocation, Inc.

DOCUMENT RETENTION POLICY

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GILLESPIE §

WHEREAS, the TRAVIS MEADOW HOMEOWNERS' ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the subdivision (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1,2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy.*

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
   a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
   b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31,2018); and
   c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
   d. account records of former owners shall be retained as a courtesy to that former owner for one (I) year after they no longer have an ownership interest in the property; and
   e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
   f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and

g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and

h. decisions of the name of Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).

3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of thessociation, in the discretion of the Board, its attorney or its managing agent.

4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Gillespie County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.00S and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10th day of January 2012.

Dow H[illegible]
President
Travis Meadow HOMEOWNERS' Association, Inc.

TRAVIS MEADOW HOMEOWNERS' ASSOCIATION INC
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GILLESPIE §

WHEREAS, the **Travis Meadow Homeowners' Association Inc.** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy.*

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
   a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
   b. contain sufficient detail to identify the specific Records being requested; and
   c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
      1. format: electronic files, compact disk or paper copies
      2. delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
   a. the requested Records, if copies were requested and any required advance payment had been made; or
   b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof: or

d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or

e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.

4. The following Association Records are not available for inspection by owners or their proxies:

   a. the financial records associated with an individual owner other than those of the requesting party; and

   b. deed restriction violation details for an individual owner: and

   c. personal information, including contact information other than an address for an individual owner: and

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

   e. attorney-client privileged information in the possession of the Association.

   The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records arc maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.

6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection. Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below: (Please go to the Attorney General web-site for current charges) www.oau.statc.tx.us/open/charges.shtml

8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Gillespie County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board this 10th day of January ,2012.

Dow Hickam
President
Travis Meadow Homeowers' Association, Inc.

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
January 12, 2012 03:06:25 PM
FEE: $147.00
COCR

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