

18
Notice
CAO

AFFIDAVIT TO AUTHENTICATE DEDICATORY INSTRUMENTS
CYPRESS CREEK LAKES SOUTH RESIDENTIAL
PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert North, Attorney and Agent-in-fact for Cypress Creek Lakes South Residential Property Owners Association, Inc., known to me and who being by me duly sworn, upon oath, deposes and states:

“My name is Robert North. I am above the age of eighteen years and am fully competent to make this Affidavit. I am the Attorney and Agent-in-fact for Cypress Creek Lakes South Residential Property Owners Association, Inc. (the “Association”), a Texas non-profit corporation, operating in Harris County, Texas. I have personal knowledge of all the facts stated herein, and I am fully authorized to make this Affidavit in behalf of the Association. lee

In my capacity as Attorney for the Association, I am, in part, responsible for maintaining some of the Association’s business records. I have reviewed the Association’s business records and the statements below are within my personal knowledge true and correct.

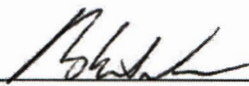
I am also a custodian of the records of the Association. Attached to this Affidavit are a number of pages of records from the Association. The attached records are kept by the Association in the regular course of business, and it was the regular course of business of the Association for an employee or representative of the Association, with knowledge of the act, event, condition or opinion, to make the record or transmit information thereof to be included in such record, and the record was made at or near the time or reasonably soon thereafter.

The record(s) attached hereto are the original or exact duplicates of the original. A list of these records is as follows:

- (1) Policy for the Inspection & Copying of Association Records;
- (2) Records Retention Policy;
- (3) Amended and Restated Collection Policy for Delinquent Accounts and Alternative Payment Schedule; and
- (4) Amended and Restated Policies for Community Meetings, Elections, and Voting.”

FURTHER AFFIANT SAYETH NOT.

RP 096-09-2299

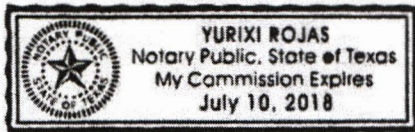

Robert North, Attorney and Agent-in-fact
Cypress Creek Lakes South Residential
Property Owners Association, Inc.

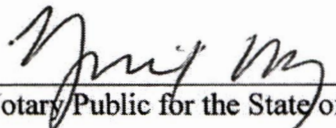
JOR

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Robert North, known to me to be the attorney and authorized agent for Cypress Creek Lakes South Residential Property Owners Association, Inc., whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of October, 2015.




Notary Public for the State of Texas

After recording, please return to:

Robert North
NORTH LAW, P.C.
1010 Lamar, Ste 1500
Houston, Texas 77002

///

RP 096-09-2300

CERTIFICATE OF AUTHORIZATION

of

CYPRESS CREEK LAKES SOUTH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §

§

COUNTY OF HARRIS §

The undersigned, a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association"), does hereby certify that, at a regular meeting of the Association's Board of Directors ("Board") duly called and held with at least a quorum of the Board members being present and remaining throughout, the attached "Policy for the Inspection and Copying of Association Records for Cypress Creek Lakes South Residential Property Owners Association, Inc." was adopted and approved, and same supersedes and replaces all policies for the inspection and copying of Association records previously adopted by the Board which directly controvert the new policies.

I hereby certify that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this 19th day of October, 2015.

CYPRESS CREEK LAKES SOUTH
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.

By:

Roy R Behrens Jr.

Roy R. Behrens Jr.

(print name)

STATE OF TEXAS §

COUNTY OF HARRIS §



This instrument was acknowledged before me on 19 day of October, 2015 by Roy R. Behrens Jr., a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. on behalf of the Association.

After Recording, Return to:
NORTH LAW, P.C.
1010 Lamar, Ste 1500
Houston, TX 77002

Bridgett Cummings
Notary Public in and for the State of Texas

RRP 096-09-230

**Policy for the Inspection & Copying of Association Records for
Cypress Creek Lakes South Residential Property Owners Association, Inc.**

1. Records Defined

- a. The records available for inspection and copying are those designated by Section 209.005 of the Texas Property Code, as amended from time to time.
- b. The Association's board may withhold from inspection records that, in its reasonable business judgment, would:
 - i. Constitute an unwanted invasion of privacy;
 - ii. Constitute privileged information under the attorney-client privilege;
 - iii. Constitute an attorney's files and records relating to the Association; and/or
 - iv. Constitute information relating to an employee of the Association, including their personnel file.

2. Persons Entitled to Inspect or Copy

Every owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy. An owner may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the owner's behalf. Any such authorized representative shall be considered an "owner" for purposes of this policy.

3. What Records are Reviewable

An owner, or an agent designated by an owner in writing, is entitled to review and/or obtain from the Association copies of information contained in the Association's books and records. All books and records (not protected by an individual's right to privacy) are reviewable except for information relating to an employee of the Association (including personnel files) and attorneys' files and records relating to the Association (however, invoices for attorneys fees relating only to the matter for which the Association seeks reimbursement are reviewable).

4. The Review Process

To initiate the review process, an owner, or his designated representative, must send a written request, by certified mail, to the Association's mailing address as reflected in its management certificate on file in the real property records. The owner can either request to inspect the Association records (and, upon review, copy same), or they can request that the Association copy and forward to them specific requested records.

If an owner requests an inspection of the records, the Association, within 10 business days after receiving the request, will send to the owner written notice as to the date upon which the owner may review the records. The inspection shall take place during a mutually agreed upon time during regular business hours. No owner shall remove original records from the location where the inspection is taking place, nor shall they alter the records in any way.

If an owner requests copies of specific records to be sent to them, the Association will copy and send to the owner, within 10 business days after receiving the owner's request, all identifiable documents which it retains in its possession. The copies requested may be tendered in hard copy, electronic, or any other format reasonably available to the Association.

If the Association is unable to produce the documents requested within 10 business days of its receipt of the request, it will send written notice (the "Notice") to the owner regarding this fact and will state a date by which the information will be sent or made available for inspection. The documents will be made available to inspect, and/or the copies sent, within 15 business days of the date that the Notice is sent to the owner.

5. Recorded Records Production/ Copying Policy

The Association charges an owner to compile, produce and copy the information requested by an owner. The cost charged by the Association is the cost charged by the state of Texas for providing copies of public information which is found in Title 1, Part 3, Chapter 70, Rule 70.3 of the Texas Administrative Code.

Upon receipt of a records request, the Association will require advanced payment from the owner of the estimated costs required for the Association to compile, produce, and reproduce the documents requested. If, after providing the requested records, the costs to produce the request are higher, a final bill will be sent to the owner requesting payment within 30 business days after the documents have been produced. If an owner fails to pay the final invoice within 30 business days after receiving the invoice, the final invoice charge will be added to the owner's property account as an assessment. If the estimated upfront costs exceed the final invoice amount, the Association will send the owner a refund within 30 business days after the final invoice is sent.

6. Right to Privacy

The Association is not required to produce or reveal personal information about an owner including their deed restriction violation history, payment history, and contact information (except an owner's address). Information regarding violation history or payment history may be produced in a summary form which does not identify individual property owners.

Importantly, an individual's right of privacy belongs to them, and, thus, they may, with written approval, agree to relinquish that right and allow and Association to produce their information. In addition, a court order can require the Association to release information specific to an individual.

RP 096-09-2304

7. Copying Rules

- a. If an owner wants a copy of any record, the owner shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.
- b. During an inspection, an owner may designate the records which they desire to be copied by use of a tab, clip, or Post-It note upon the page(s) desired.

8. Manner of Inspection or Copying

- a. An owner shall not exercise their inspection or copying rights in order to harass any other owner or resident, association agent, officer, director, or employee.
- b. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person. The inspection and review process shall not be used by an owner, or his designated representative, as a "question and answer" forum with regard to the documents being reviewed and inspected. The sole function of the staff person assigned to assist in the document review is to assist in the compilation, production, and copying of the information requested by an owner.

9. Enforcement of Inspection and Copying Rules

- a. Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith.
- b. The Association will not honor any requests for inspection or copying that do not comply with this policy. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association will have no further obligation to respond until it receives a written request and the estimated advance payment required for the Association to compile, produce, and reproduce the documents requested.
- c. The Association's board may take any necessary action to enforce these rules.

CERTIFICATE OF AUTHORIZATION

of

CYPRESS CREEK LAKES SOUTH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The undersigned, a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association"), does hereby certify that, at a regular meeting of the Association's Board of Directors ("Board") duly called and held with at least a quorum of the Board members being present and remaining throughout, the attached "Records Retention Policy for Cypress Creek Lakes South Residential Property Owners Association, Inc." was adopted and approved, and same supersedes and replaces all Record Retention Policies previously adopted by the Board which directly controvert the new policies.

I hereby certify that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this 19th day of October, 2015

CYPRESS CREEK LAKES SOUTH
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.

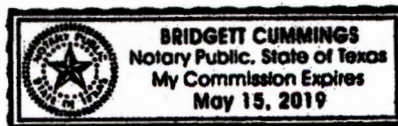
By: [Signature]
Ray R Behrens Jr.
(print name)

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 19 day of October, 2015 by Ray R. Behrens Jr., a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. on behalf of the Association.

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

After Recording, Return to:
NORTH LAW, P.C.
1010 Lamar, Ste 1500
Houston, TX 77002



RRP 096-09-2305

Records Retention Policy for
Cypress Creek Lakes South Residential Property Owners Association, Inc.

The corporate records of Cypress Creek Lakes South Residential Property Owners Association, Inc. (hereafter the "Association") are important assets. Corporate records include, but are not limited to, declarations, bylaws, certificates of formation, financial records, account records of owners, contracts, meeting minutes, and tax records, whether paper or electronic.

Texas state law requires the Association to maintain certain types of corporate records for a specified period of time.

The Association expects all employees, representatives, and members to fully comply with this records retention policy and its schedules, unless the Association records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then those records should be preserved until the records are no longer needed notwithstanding whether the term of retention exceeds the requirements set forth in the policy.

From time to time, the Association establishes retention policies and schedules for specific categories of records in order to ensure legal compliance and also to accomplish other objectives such as preserving intellectual property and cost management. Several categories of documents that bear special consideration are identified below. While minimum retention periods are set forth, the retention of the documents identified below and of documents not included in the identified categories will be reassessed periodically and will be determined by the application of legal guidelines affecting document retention as well as all other pertinent factors.

- 1) **Declarations, Bylaws, Certificates of Formation, and Amendments to Same ("Governing Documents")**. The Association will retain permanent copies of all Governing Documents and any amendments to same.
- 2) **Financial Records**. The Association will keep final copies of financial records for the same period of time that it keeps tax/audit records, seven years.
- 3) **Account Records of Owners**. Account records of owners will be maintained for a period of five years.
- 4) **Contracts**. Final, executed copies of all contracts entered into by the Association, whose term is one year or more, will be retained for four years beyond the term of the contract.
- 5) **Meeting Minutes**. Meeting minutes will be retained for a period of seven years by the Association.
- 6) **Tax/Audit Records**. Tax records include, but are not limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the Association's revenues. Tax records will be retained for a period of seven years from the date of filing the applicable return.

CERTIFICATE OF AUTHORIZATION

of

CYPRESS CREEK LAKES SOUTH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF HARRIS §

The undersigned, a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association"), does hereby certify that, at a regular meeting of the Association's Board of Directors ("Board") duly called and held with at least a quorum of the Board members being present and remaining throughout, the attached "Amended and Restated Collection Policy for Delinquent Accounts and Alternative Payment Schedule for Cypress Creek Lakes South Residential Property Owners Association, Inc." was adopted and approved, and same supersedes and replaces all collection policies for delinquent accounts previously adopted by the Board which directly controvert the new policies.

I hereby certify that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this 19th day of October, 2015.

CYPRESS CREEK LAKES SOUTH
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.

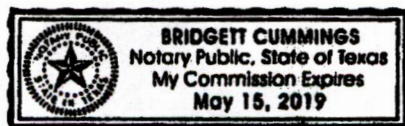
By: Roy R Behrens Jr.
Roy R Behrens Jr.
(print name)

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 19 day of October, 2015 by Roy R Behrens, Jr. a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. on behalf of the Association.

Bridgett Cummings
Notary Public in and for the State of Texas

After Recording, Return to:
NORTH LAW, P.C.
1010 Lamar, Ste 1500
Houston, TX 77002



RP 096-09-2307

**Amended and Restated Collection Policy for Delinquent Accounts
And Alternative Payment Schedule for
Cypress Creek Lakes South Residential Property Owners Association, Inc.**

I. INTRODUCTION

The Board of Directors ("Board") of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association") is charged with the responsibility of collecting the annual assessments ("Annual Assessment(s)") from owners of lots under the jurisdiction of the Association as provided for in the governing documents of the Association including, but not limited to, the following:

1. Declaration of Covenants, Conditions and Restrictions for Cypress Creek Lakes South, Harris County Clerk's File No. 20120029193; and
2. Supplemental Declaration of Covenants, Conditions and Restrictions for Cypress Creek Lakes South, Harris County Clerk's File No. 20120265684.

The Board has previously adopted and followed a collection policy for delinquent accounts which the Board hereby amends and restates by virtue of this "Amended and Restated Collection Policy for Delinquent Accounts and Alternative Payment Schedule for Cypress Creek Lakes South Residential Property Owners Association, Inc."

II. BILLING AND COLLECTION PROCEDURES

- 2.1. **Initial Invoice and Record Address.** On or before November 30th of each year, the Board shall mail to each owner of a lot under the jurisdiction of the Association and for which payment of the Annual Assessment is due, an Annual Assessment Invoice ("Initial Invoice") setting forth the Annual Assessment amount as well as other amounts, if any, owed to the Association. The initial invoice and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the owner, or to such other address as may be designated by the owner in writing to the Association. The fact that the Association or its management company may have received a personal check from an owner reflecting an address for the owner which is different from the owner's address as shown on the records of the Association is not sufficient notice of a change of address for the Association to change its records regarding such owner's address. Owners who desire to change their mailing address must request the change in writing.
- 2.2. **Annual Assessment Due Date.** All Annual Assessments shall be due and payable in advance on or before January 1st with a grace period of 30 days. It is the responsibility of each owner to ensure and verify that payments are received by the Association on or before such date, and the

Association will not be responsible for delay by mail or any other form of delivery. Non-receipt of an Initial Invoice shall in no way relieve the owner of the obligation to pay the amount due by January 31st.

2.3. **Delinquent Balances.** If payment of the total amount set forth on the Initial Invoice is not received by the Association on or before January 31st, the account shall be delinquent. If an owner defaults in paying the entire sum owed on or before January 31st, the owner's account will be charged interest at the per annum rate set forth in the Declaration, regardless of whether a demand letter has been sent to the owner.

2.4. **Collection Procedures.** Owners who remain delinquent after January 31 shall be subject to the following collection procedures.

2.4.1. **Delinquency Notice.** On or after February 1st, the Association will send the owner a Delinquency Notice ("Delinquency Notice") by certified mail notifying the owner that the account is delinquent. The Delinquency Notice will specify each delinquent amount as well as the total payment required to make the account current, will describe the options an owner has to avoid having the account turned over to a collection agent including information regarding the availability of a payment plan through the Association, and will provide a period of 30 days within which the owner may cure the delinquency before further collection action is taken.

2.4.2. **Alternative Payment Schedule Guidelines.** An owner may make, and the Association will accept, prepayments made toward future Annual Assessments. Owners may make monthly, or periodic, payments to the Association in the year prior to the Annual Assessment coming due in an effort to prepay the upcoming obligation. In addition, an owner may, upon receipt of the Initial Invoice, make partial periodic payments to the Association from the date of their receipt of the Initial Invoice until January 31st. On and after February 1st, the Association will not accept from an owner, or their representative, a partial payment which does not discharge the entire debt to the Association unless it is tendered in connection with a written payment plan (as described below) entered into between the owner and the Association.

Once an account becomes delinquent (on and after February 1st), the Association will offer to the owner, by and through the "Delinquency Notice", a payment plan to discharge the entire amount owed to the Association, including administrative costs, over a term of three (3) months (the "Payment Plan"). Under the terms of the Payment Plan, an owner will be allowed an opportunity to pay the entire debt owed to the Association in 3 monthly payments (for a 3-month term) without incurring additional monetary penalties other than the interest charged delinquent accounts under the terms of the governing documents as well as the costs necessary to offer and administer the Payment Plan. Under the terms of the Delinquency Notice mailed, an owner will

have 30 days ("30 Day Cure Period") to pay the entire debt owed or to enter into the Payment Plan outlined above. To enter into a Payment Plan with the Association, the owner must do the following before the expiration of the 30 Day Cure Period:

1. Enter into a written Payment Plan with the Association setting forth an owner's agreement to discharge the entire debt within 3 months including the interest which accrues during the term of the payment plan.
2. At the time of the execution of the Payment Plan, tender to the Association a first payment equal to one-third (1/3rd) of the entire debt owed.
3. At the time of the execution of the Payment Plan, tender a payment equal to the costs incurred in connection with administering the Payment Plan.

2.4.3. **Final Notice.** Following the expiration of the 30 Day Cure Period, the Association will send a Final Annual Assessment Notice ("Final Notice") to owners who, during the 30 Day Cure Period, have failed to discharge the total debt owed to the Association and/or have failed to enter into a written Payment Plan with the Association. A late fee of \$35.00 will also be levied against each owner's account which remains delinquent (and without a Payment Plan) following the 30 Day Cure Period. The Final Notice shall be sent by certified mail and will advise the owner that, if the account is not paid within 30 days of the date of the Final Notice, the Association intends to turn the account over to an attorney for further handling, and the owner will thereafter be responsible for the reasonable fees and costs incurred, and such fees and costs will be charged to the owners assessment account.

2.4.4. **Remedies for Non-Payment.** If the delinquent balance is not paid in full within 30 days of the date of Final Notice, the Association may, if applicable, suspend the owner's right to use the recreational facilities. Further, the Association may forward the delinquent account to its attorney for further handling. It is contemplated that the attorney will send one (1) or more demand letters to the delinquent owner as deemed appropriate. If the owner does not satisfy the Assessment delinquency pursuant to the attorney's demand letter(s), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association's legal remedies to obtain payment of the delinquent balance including pursuing a judicial foreclosure action against the delinquent owner's property.

RR 096-09-2310

RP 096-09-231A

III. ENFORCEMENT COSTS

All costs incurred by the Association as a result of an owner's failure to pay Annual Assessments and other charges when due (including any attorneys' fees and costs incurred) will be charged against the owner's account with the Association and shall be collectible in the same manner as a delinquent Assessment.

IV. PAYMENT PLAN DEFAULT

If the owner defaults under a Payment Plan: (i) all delinquent amounts due under the Payment Plan shall automatically be accelerated and become due and payable to the Association; (ii) thereafter, for a period of two years from the date of the owner's default, the Association will not be required to enter into another Payment Plan with the Owner; (iii) a late fee may be levied against the account; and (iv) the Owner's right to use the recreational amenities will automatically be suspended if proper notice has previously been given or, if proper notice has not been previously given, will be automatically suspended after proper notice has been sent. Further, the account will be turned over to the attorney without any further notice to the owner.

V. PARTIAL PAYMENTS AND APPLICATIONS OF FUNDS

On or after February 1st, the Association will not accept from an owner, or their representative, any partial payment which does not discharge the entire debt owed to the Association unless it is tendered in connection with a written Payment Plan, as described in the Alternative Payment Schedule Guidelines set forth within this document. Partial payments will not prevent the accrual of interest on the unpaid portion of the Debt owed to the Association. Unless an owner is in default of a Payment Plan entered into with the Association, a payment received by the Association will be applied in the following order of priority: delinquent assessments, current assessments, attorney's fees and other costs and fees secured by the Association's assessment lien, other attorney's fees, fines, and, finally, any other amount. If an owner is in default of a Payment Plan when a payment is received, the Association, if it chooses to accept the payment, may apply the owner's payment in any manner that it chooses, except that fines will not be given priority over any other amount owed.

VI. BANKRUPTCY

In the event a delinquent owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interests in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the owner's Assessment account.

VII. RETURNED PAYMENTS

At the election of the Association, an owner will be charged a reasonable fee for any payment returned by a bank, and the fee will be charged to the owner's Assessment account. A notice of the returned payment and the accompanying fee will be sent to the owner by the Association or its agents. If an owner's payment is returned unpaid (for any reason) by a bank, an owner will be considered in default of their obligation to the Association, and the Board, in addition to pursuing all legal remedies available to it, may require that all of the owner's future payments be made by cashier's check or money order until the owner's delinquent account is paid in full.

VIII. OWNER'S AGENT OR REPRESENTATIVE

If the owner expressly or impliedly indicates to the Association that the owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent representative pursuant to this Collection Policy shall be deemed to be full and effective notice to the owner for all purposes.

RP 096-09-2312

CERTIFICATE OF AUTHORIZATION
of
CYPRESS CREEK LAKES SOUTH RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association"), does hereby certify that, at a regular meeting of the Association's Board of Directors ("Board") duly called and held with at least a quorum of the Board members being present and remaining throughout, the attached "Amended and Restated Policies for Community Meetings, Elections and Voting for Cypress Creek Lakes South Residential Property Owners Association, Inc." was adopted and approved, and same supersedes and replaces all policies for meetings, elections, and voting previously adopted by the Board which directly controvert the new policies.

I hereby certify that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this 19th day of October, 2015

**CYPRESS CREEK LAKES SOUTH
RESIDENTIAL PROPERTY OWNERS
ASSOCIATION, INC.**

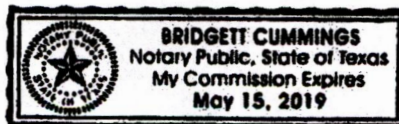
By: *Roy R. Behrens Jr.*
Roy R. Behrens Jr.
(print name)

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on 19 day of October, 2015 by Roy R. Behrens, Jr. a director of Cypress Creek Lakes South Residential Property Owners Association, Inc. on behalf of the Association.

Bridgett Cummings
Notary Public in and for the State of Texas

~~After Recording, Return to:~~
NORTH LAW, P.C.
1010 Lamer, Ste 1500
Houston, TX 77002



RP 096 09-2319

**Amended and Restated Policies for Community
Meetings, Elections, and Voting of
Cypress Creek Lakes South Residential Property Owners Association, Inc.**

I. Introduction

The Board of Directors ("Board") of Cypress Creek Lakes South Residential Property Owners Association, Inc. ("Association") is charged with the responsibility to, among other things, administer and govern the Association in accordance with its governing documents as well as state and federal law. In an effort to both summarize and clarify some of the protocol adopted by the Board in connection with community meetings, election, and voting, the Association sets forth these written rules and guidelines.

To the extent that the Board previously adopted guidelines and/or protocol addressing community meetings, elections, and voting, the Board, in accordance with state law, hereby amends and restates all previous policies, rules, or provisions (regardless of whether same is set forth in a dedicatory instrument), written or otherwise, by virtue of its adoption of this "Amended and Restated Policies for Community Meetings, Elections, and Voting of Cypress Creek Lakes South Residential Property Owners Association, Inc.

II. Board of Director Meetings

1. **General.** All Board of Director's meetings (regular and special) will be open to all members. However, the Board may hold its executive sessions in private. Any decision made by the Board in an executive session will be summarized orally, in general terms, at the next open meeting (without breaching privacy concerns), and a written summary will be included within the written general meeting minutes. The oral summary will include a general explanation of expenditures approved by the Board in the executive session. Written minutes of the Board will be kept and made available to the membership.
2. **Membership Notice of Board Meetings.** All members will be given notice of the date, time, and place of a Board of Director's meeting in the matter prescribed by state law. The notice will include the general subjects to be discussed at the Board meeting and will include a general description of any matters that will be brought up in an executive session. If a Board meeting is recessed and continued on the next business day, no new notice will be given.
3. **Emergency Meetings of the Board of Directors.** The Board may meet without notice to the membership to consider routine administrative matters and matters of emergency and unforeseen necessity. To facilitate such meetings, the Board may meet by any method of communication (telephonic or electronic) which allows all of the directors to

PP 096-09-2314

hear and communicate with each other. In addition, the Board may take an action by unanimous written consent.

Any action taken by a Board without notice to the membership will be summarized orally and reflected in the written meeting minutes of the next Board meeting. However, the Board will not, without prior notice to owners, vote on:

- a) Fines,
- b) Damage Assessments,
- c) Initiation of foreclosure actions,
- d) Initiation of enforcement actions (excluding health/safety hazards),
- e) Increases in Assessments,
- f) Special assessments,
- g) Appeals from a denial of ACC approval, or,
- h) Suspending an owner's right.

III. **Annual Meetings / Elections of Directors**

1. **Notice.** The Association will send written notice of a community wide election or vote to every owner no later than 10 days, or earlier than 60 days, before an election or community vote.
2. **Ballots.** Unless an election is uncontested, all ballots must be in writing and signed by a member. Electronic ballots, if utilized, will satisfy this requirement as they are considered to be written and signed.
3. **Right to Vote / Run for a Director Position.** Every owner has a right to vote in an election or on any matter concerning the rights and responsibilities of an owner. Any owner may run for a position on the Board, unless they are a convicted felon. If the association discovers that a current director is a felon, he will automatically be removed from the Board.
4. **Election of Board Members.** A director position whose term has expired must be elected by the membership and will not be appointed by the Board. The Board may only appoint a director if a director position becomes vacated and the term is unexpired.
5. **Tabulation and Access to Ballots.** Neither a candidate, nor their relatives, can count the votes cast in an election, and they will not be given access to the ballots cast. Anyone else can count the votes but may not disclose how someone voted. However, in a recount authorized by law, the candidate, his relatives, or other person may be given access to the ballots cast at the election in connection with a recount process authorized by law.

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6. **Recount of Votes.** Within 15 days after an election, any owner may demand a recount by sending written notice, by certified mail, to the association's mailing address as set forth in its management certificate or by delivering the written notice in person to the association's managing agent (at the address set forth in the management certificate).

Upon receiving the demand for recount, the association will retain the services of a person to recount the vote who:

- A. Is not a member of the association and is a current or former:
- County judge,
 - Justice of the peace,
 - County elections administrator, or,
 - County voter registrar.

Or,

- B. Is not a member of the association and is agreed to by the association and the person requesting the recount.

The owner requesting the recount must pay for the cost of same, unless the recount changes the result of the election. If the recount changes the election result, the association will reimburse the owner for the costs of the recount.

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RP 096-09-2317

FILED FOR RECORD
8:00 AM

OCT 30 2015

Stan Stewart
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas.

OCT 30 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS