

**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE 1st AMENDMENT FOR
ENCINO FOREST HOMEOWNER'S ASSOCIATION, INC**

This Management Certificate is recorded pursuant to Section 209.004 of the Texas Property Code.
This amends all prior Management Certificates filed for this association

Per Texas Property Code 209.004) (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"

State of Texas §

County of Bexar §

1. Name of Subdivision: Encino Forest HOA
2. Subdivision Location: 2517 Rancho Mirage, San Antonio, TX 78259
3. Name of Homeowners Association: Encino Forest Homeowner's Association, Inc.
4. Recording Data for Association: Volume 9511, Page 84; Volume 9524, Page 120; Volume 9527, Page 86; Volume 9527, Page 162
5. Recording Data for Declaration: Volume 3536, Page 1764 Et Seq.

Name of Instrument: Declaration of Covenants, Conditions and Restrictions for Encino Forest Homeowner's Association, Inc.

- First Amendment to Declaration of Covenants, Conditions and Restrictions for Encino Forest filed on about April 02, 1991, Official Records of Bexar County, Volume 5034, Page 1062 et seq.
- General Warranty Deed filed on or about March, 10, 1987, Official Records of Bexar County, Book 3962, Page 671 et seq.
- General Warranty Deed filed on or about May 27, 1987, Official Records of Bexar County, Book 4037, Page 1066 et seq.
- General Warranty Deed Filed on or about May 27, 1987, Official Records of Bexar County, Book 4037, Page 1068 et seq.
- Warranty Deed filed on or about January 27, 1995, Official records of Bexar County, Book 6327, Page 896 et seq.
- Agreement for Use of Recreational Facilities filed on or about March 10, 1998, Official Records of Bexar County, Book 7378 et seq.
- Release of Associations Rights filed on or about January 19, 2000, Official Records of Bexar County, Book 8280, Page 798 et seq.
- Community Manual (includes Articles of Incorporation, ByLaws, Solar Device and Energy Efficient Policy, Rainwater Harvesting System Policy, Flag Display and Flagpole Installation Policy, Display of Certain Religious Items Policy, Assessment Collection Policy, Records Inspection, Copying and Retention Policy, Statutory Notice of Posting

and Recordation of Association Governance Documents, Statutory Notice of Annual Meetings, Elections, and Voting, Statutory Notice of Conduct of Board Meetings) filed on or about December 30, 2011, Official Records of Bexar County, Volume 15292, Page 54 et seq.

The following resolutions dated 5/24/2016 are filed and attached with this certificate:

- Records Retention Policy
- Application of Payments Policy
- Payment Plan Policy
- Membership Voting Policy
- E-mail Registration Policy
- Drought Resistant Landscaping and Natural Turf Guidelines
- Violation Enforcement Resolution
- Conflict of Interest Policy
- Guidelines for Land Use of Adjacent Lots
- Electronic and Telephonic Action Policy
- Standby Electric Generators Guidelines
- Solar Energy Device Guidelines
- Assessment Collection Policy

6. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association: N/A
7. Mailing Address and Contact Information for the Association and the Managing Agent:
 - Spectrum Association Management
 - 17319 San Pedro Ste 318
 - San Antonio, TX 78232
 - contact@spectrumam.com
 - 210-494-0659 Fax: 494-0887

Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 31st day of May, 2016

Encino Forest Homeowner's Association, Inc.

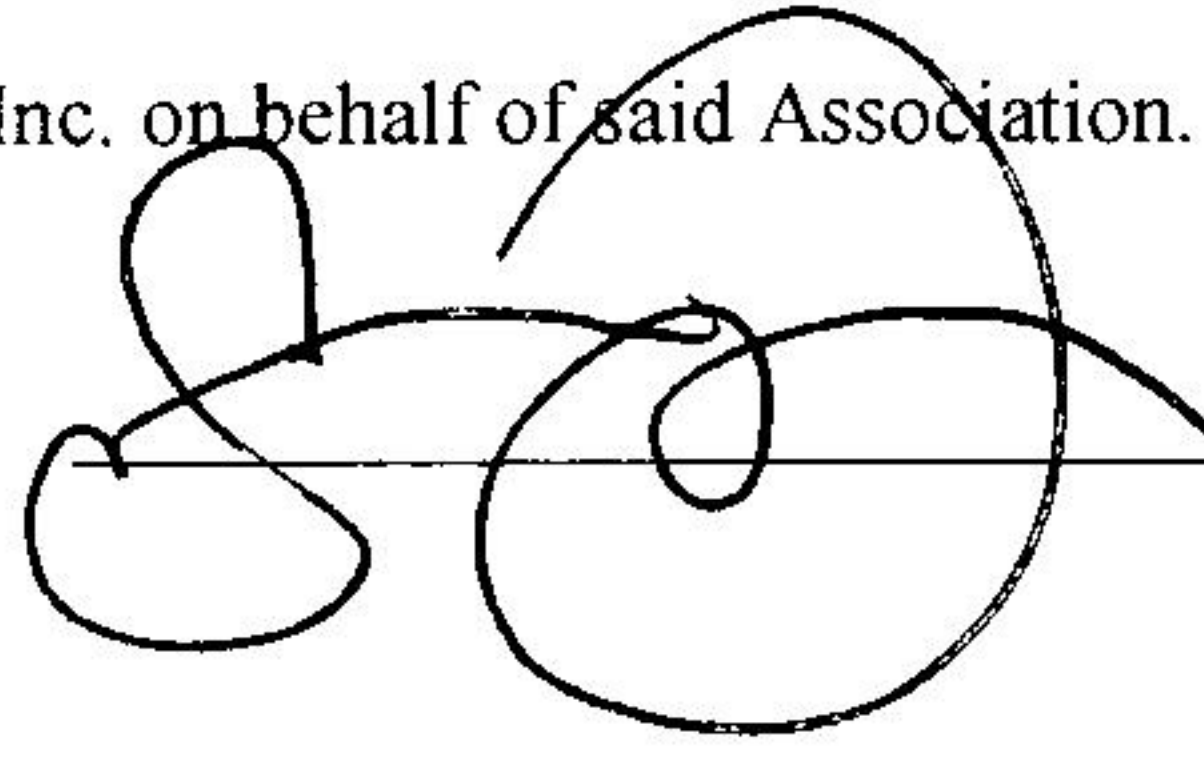
By: Gail Jaszcz
Gail Jaszcz (of Spectrum Association Management) Managing Agent

State of Texas §

County of Bexar §

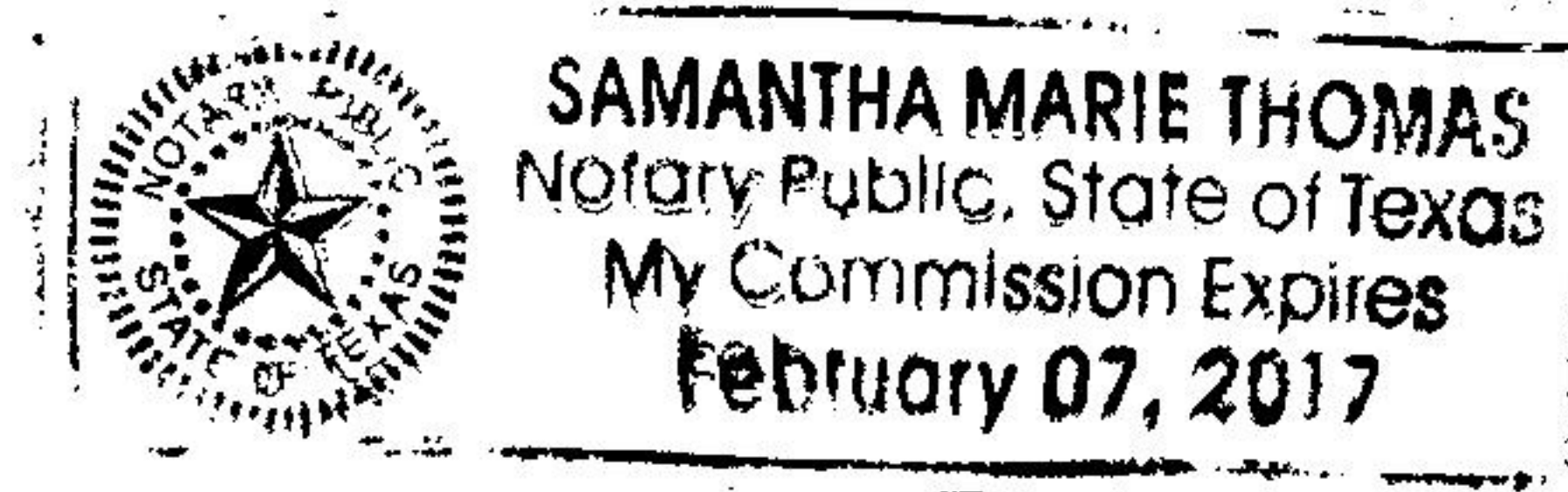
This Instrument was acknowledged and signed before me on 31, May, 2016 by

Gail Jaszcz, representative of Spectrum Association Management, LP, the Managing Agent for
Encino Forest Homeowner's Association, Inc. on behalf of said Association.



Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232



**Records Inspection Policy for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

This Records Inspection Policy for the Encino Forest Home Owners Association, Inc. (the "Policy") is adopted by the Encino Forest Home Owners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Encino Forest Home Owners Association, Inc.'s Board of Directors (the "Board") on 06/19/2016.

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.
- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.

6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: Charles Jones Date: 5-24-2016

**Payment Plan Policy for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, Encino Forest Home Owners Association, Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0062 of the Texas property Code requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "Board") desires to establish guidelines consistent with Section 209.0062;

NOW, THEREFORE, the Board has duly adopted the following "**Payment Plan Policy**" (the "Policy"):

1.) Eligibility:

- a. Any owner who has not defaulted under a previous payment plan during the past 12 months from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
- b. Any owner who has failed to pay in full or enter into a payment plan as described by Chapter 209.0064(b)(3) is not entitled to a payment plan.
- c. Any owner who has received a payment plan in the previous twelve months may be disqualified from consideration for a payment plan.

2.) Duration & Terms

- a. A Payment Plan shall have a minimum term of not less than 3 months;
- b. Association may use its discretion to determine the maximum term of a payment plan;
- c. Association may require a good faith payment of any amount deemed reasonable prior to commencing a payment plan.
- d. Any Eligible Owner shall be allowed, without deliberation by the Board, to pay a delinquent balance in up to 12 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
- e. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish to be consider by the Association;
- f. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Association shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.

3.) Execution

- a. All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.

4.) Fees and Payment

- a. All payments shall be due by the date specified in the Payment Plan;

- b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
- c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Declaration may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.

5.) Default

- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
- b. There is no opportunity to cure a default under a Payment Plan;
- c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: Carlos Torres Date: 5-24

**Drought-Resistant Landscaping and Natural Turf Guidelines for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

Pursuant to the Bylaws of the Encino Forest Home Owners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Encino Forest Home Owners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THAT the Association's supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
 - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of publicly visible area is covered with natural turf and all other guidelines below are met.
 - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
 - c. Non-turf planted areas must be bordered to define the xeriscape areas clearly from turfed areas.
 - d. Xeriscape areas must be kept maintained at all times to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
 - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
 - f. No plants may encroach onto or over public sidewalks.
 - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
 - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
 - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
 - j. Sickly and dying plants must be removed and replaced.
 - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.

2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with low water requirements, and that can tolerate heat and drought conditions.
3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.
4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crushed granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscape areas must be surrounded by a border to clearly define the xeriscape areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscape areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscape areas are subject to the same maintenance requirements as other landscaping and must be maintained at all times to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.

9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: _____

Carlos Torres

Date: _____

5-24-2016

**Violation Enforcement Resolution for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

Pursuant to the Bylaws of the Encino Forest Home Owners Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Encino Forest Home Owners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Violation Enforcement Policy

WHEREAS:

1. The Board of Directors is empowered to enforce the covenants, conditions and restrictions of the Covenants, Bylaws and any rules and regulations of the Association.
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

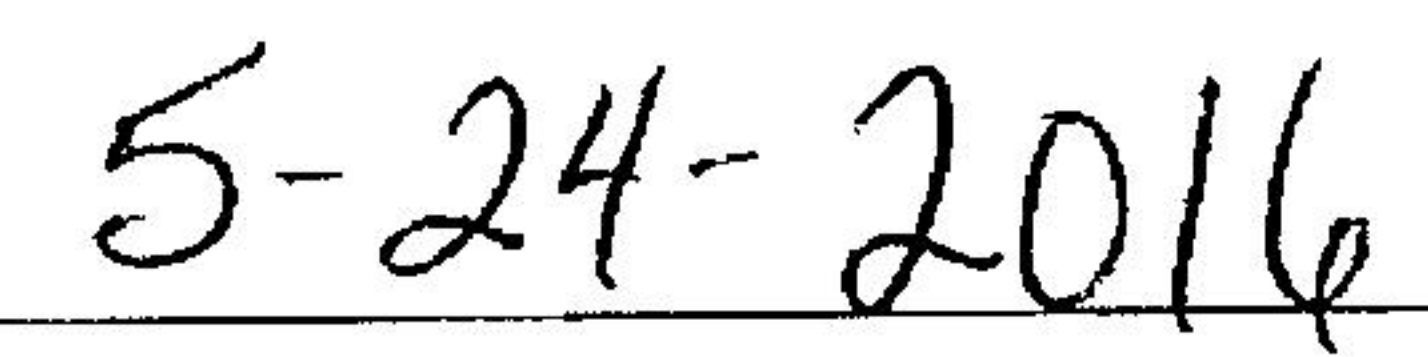
BE RESOLVED THAT:

1. The Board of Directors hereby adopts this Violation Enforcement Policy to establish equitable policies for the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "Act"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.
2. All rules of the Association shall be enforced
3. The Violation Schedule (attached) shall be the Association's policy of enforcement.

EFFECTIVE: 06/19/2016



Authorized Board Member



Date

**Violation Schedule for the
Encino Forest Home Owners Association, Inc.**

<u>Violation Procedure</u>	<u>Status</u>	<u>Action Required</u>
1 st Notice: Courtesy Notice (regular mail)	1 st Report/Sighting	10 days to correct
Subsequent Notices for Continued Violation	Non-compliance & No application for extension	30 days to correct
Final Notice: Final notice per Section 209.006 of the Texas Property Code (sent via certified mail)	Non-compliance & No application for extension	30 days to correct/if not corrected then sent to the Association's attorney.
The Board of Directors may authorize the account to be forwarded to the attorney.	Non-compliance & No application for extension	Attorney will work with owner to correct the violation.

General Policy

If a homeowner contacts management with the intent to correct a violation and asks for an extension, management shall grant such extension if it deems the extension reasonable. If the homeowner does not cure the violation after the extension period the homeowner shall immediately be referred to the Association's attorney.

Attorney Procedure

It is the option of the Board to decide when and if an account goes to the attorney. The decision to escalate an account to the attorney may be based on violation severity, prior violation history or other factors that may influence the Board of Director's decision. Once an account is turned over to the attorney's office the attorney will send the homeowner a letter of representation and a demand for compliance with the Association's governing documents. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. If allowable by law and the Association's Declaration of Covenants, all attorneys' fees/court costs shall be the homeowner's responsibility and shall be charged to the homeowners account and the money due shall be subject to the collection policy. If the amount due is not paid the attorney shall file a notice of lien.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

**Conflict of Interest Policy for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

Pursuant to the Bylaws of the Encino Forest Home Owners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Encino Forest Home Owners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract;
 - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.

3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).
6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.
8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: Carlos Torres Date: 5-24-2016

**Guidelines for Land Use of Adjacent Lots for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

Pursuant to the Bylaws of the Encino Forest Home Owners Association, Inc. and the Declaration of Protective Covenants, the Directors of the Encino Forest Home Owners Association, Inc., a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Land Use of Adjacent Lots

WHEREAS:

- 1.) Section 209.015 of the Texas Property Code restricts the Association from adopting or enforcing a provision in a dedicatory instrument that prohibits a resident's use of an adjacent lot for residential purposes including a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well, and the parking or storage of a recreational vehicle, if allowed by the dedicatory instruments;
- 2.) Pursuant to Section 209.015 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the land use of adjacent lots owned by a common owner.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 209.015 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for Land Use of Adjacent Lots:
 - a. If allowed by the dedicatory instruments, adjacent lots may be used for residential purposes such as a garage, sidewalk, driveway, parking area, children's swing or playscape, fence, septic system, swimming pool, utility line, or water well, and the parking or storage of a recreational vehicle;
 - b. An adjacent lot owned by a common owner to be used for a residential purpose is subject to approval of the Association or its Architectural Control Committee if such criteria is prescribed in the dedicatory instruments;
 - c. When selling the lot, the owner must include the adjacent lot in the sale, restore the adjacent lot to the original condition before the addition of the improvements allowed hereunder, or sell the adjacent lot separately but only for the purpose of constructing a new residence that complies with the existing requirements in the dedicatory instruments.

2.) In the event of any conflict between these guidelines and any use restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Land Use for Adjacent Lots Policy controls.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: _____ Date: _____

**Electronic and Telephonic Action Policy for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
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COUNTY OF BEXAR §

This Membership Voting Policy for Encino Forest Home Owners Association, Inc. (the "Policy") is adopted by Encino Forest Home Owners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code 202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these restrictive covenants;

NOW, THEREFORE, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours.
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of

each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.

- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

Telephonic Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: Carlos Torres Date: 5-24-2016

**Standby Electric Generators Guidelines for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Pursuant to the Bylaws of Encino Forest Home Owners Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of Encino Forest Home Owners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Standby Electric Generators

WHEREAS:

- 1.) The Texas Property Code Chapter 202 Section 202.019 prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (SEG); and,
- 2.) Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

- 1.) In order to comply with Section 202.019 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for standby electric generator devices:
 - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
 - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, governmental codes, and accepted standards, for all electrical, plumbing and fuel line connections.
 - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced or removed as appropriate.
 - d. The Association may restrict the location of the SEG within the guidelines of the law.
 - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for SEG and systems that are visible from the street, another lot, or common area.

- f. There must be sufficient areas on the owner's property to install the standby electric generator device.
- g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of 6 hours or more. Once power has been restored to the residence and has been available for a continuous period of two hours, the generator may no longer be used.

2.) In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator policy controls.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: Carlos Torres Date: 5-24-2016

**Solar Energy Device Guidelines for the
Encino Forest Home Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Pursuant to the Bylaws of Encino Forest Home Owners Association, Inc. (referred to as "Association") and the Declaration of Protective Covenants, the Directors of Encino Forest Home Owners Association, Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
 - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
 - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
 - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline

is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;

- d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
 - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.
2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 06/19/2016

Authorized Board Member Signature: _____

Carlos Torres

Date: 5-24-2016

Encino Forest Home Owners Association Schedule of Collection Procedures / Collection Policy

Collection Action *	Late Charge	Administrative Fee	Other Fees
1 st Notice: Courtesy Notice 30 Days	Per governing documents	\$20	N/A
2 nd Notice: Notice of intent to hand deliver 60 Days	Per governing documents	\$20	N/A
3 rd Notice: Notice to hand deliver 90 days	Per governing documents	\$20	\$60 Hand Delivery charged to owner's account
4 th Notice: Notice to Turnover to Collection Agent/Attorney (sent by certified mail) 120 days	Per governing documents	\$20	\$150 Escalated Property Processing fee charged to owner's account.
Board Approval needed to send to attorney 209 Notice: 30 day cure notice is sent to prior to account being sent to attorney	Per Property Code 209	\$20	\$30 Statutory Notice fee charged to owner's account
Sent to attorney	Per governing documents	\$20	\$90 fee to process file to third party debt collector. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association.

* **Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date then collection action will cease on that homeowners account.

Priority of Payments: Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied first to delinquent assessment, current assessments, attorney's fees, fines and last to other amounts owed such as collection fee, late fees and interest.

General Policy: All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Spectrum and reimbursed by the homeowner.

The monthly (\$20) collection fee is charged to the homeowners account each month the account remains delinquent and is paid to Spectrum when the homeowner pays. The (\$90) processing fee (if applicable) and the (\$150) notice of lien fee (if applicable) are paid to Spectrum when the service is rendered and charged to the homeowners account for reimbursement of charges incurred.

Payment Plans: Payment plans shall be approved by management for extenuating circumstances and/or at management's discretion. Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.

Collection of Account by HOA Attorney: Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the homeowner does not respond to the attorney's demand letter a lawsuit shall be filed and a judgment obtained. If the homeowner fails to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the home shall be foreclosed in accordance with the governing documents and the current state law. Once the home is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the home in accordance with state law.

Other: This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR.

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 08 2016



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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06/08/2016 11:01AM # Pages 28
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK