

Midland County  
Alison Haley  
County Clerk  
Midland, Texas 79702



70 2015 00013391

Instrument Number: 2015-13391

As

Recorded On: June 11, 2015

Recording after Aug 2005

Billable Pages: 12

Number of Pages: 13

Comment: AM GREEN TREE HOME OWNERS

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recording after Aug 2005	70.00
<b>Total Recording:</b>	<b>70.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

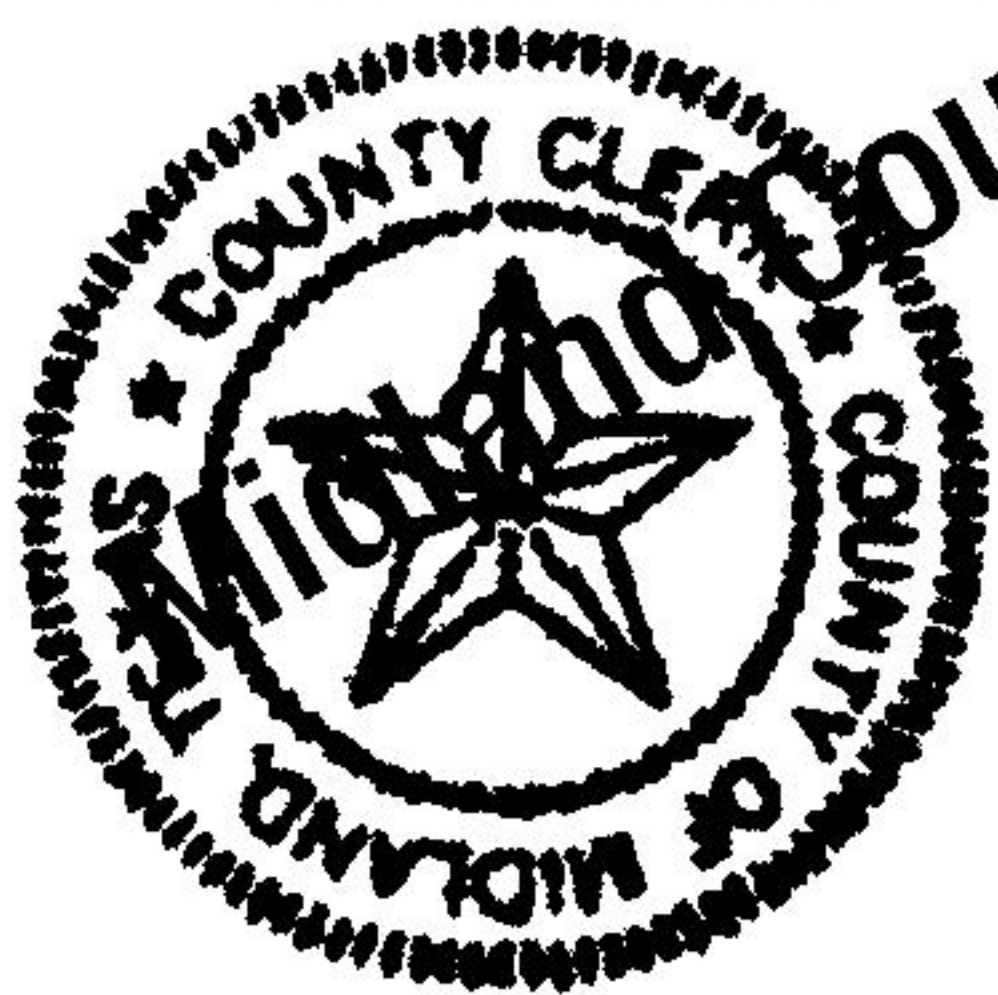
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2015-13391  
Receipt Number: 470687  
Recorded Date/Time: June 11, 2015 4:10:03P  
User / Station: P Marshall - CC208d

**Record and Return To:**

STUBBEMAN MCRAE SEALY LAUGHLIN & BROWNE  
550 W TEXAS AVE STE 800  
MIDLAND TX 79701



State of Texas  
County of Midland

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the named RECORDS of Midland County, Texas as stamped hereon.

*Alison Haley*  
County Clerk  
Midland County, Texas

HOA AMENDED MANAGEMENT CERTIFICATE  
(Pursuant to Tex. Prop. Code Sec. 209.004)

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS:

1. The name of the subdivision is Green Tree Country Club Estates.
2. The name of the association is Green Tree Home Owners Association, Inc.
3. The recording data for the subdivision is as follows:  
Cabinet C No. 15 of Plat Records of Midland County, Texas.
4. The recording data for the original Declaration of Restrictive Covenants is Volume 503, Page 701, Deed Records of Midland County, Texas.
5. The Bylaws currently in effect are attached hereto and recorded in the Official Records of Midland County, Texas.
6. The mailing address of the association and the association's designated representative is:  
Roger Clark  
PO Box 9909  
Midland, TX 79708
7. The directors meet on the 2<sup>nd</sup> Tuesday of each month.
8. The annual members meeting is the 2<sup>nd</sup> Tuesday of May.
9. Agendas, including the time and place of the meeting, and the current by-laws of the association are posted on the association's website: [www.gthoamidland.com](http://www.gthoamidland.com).

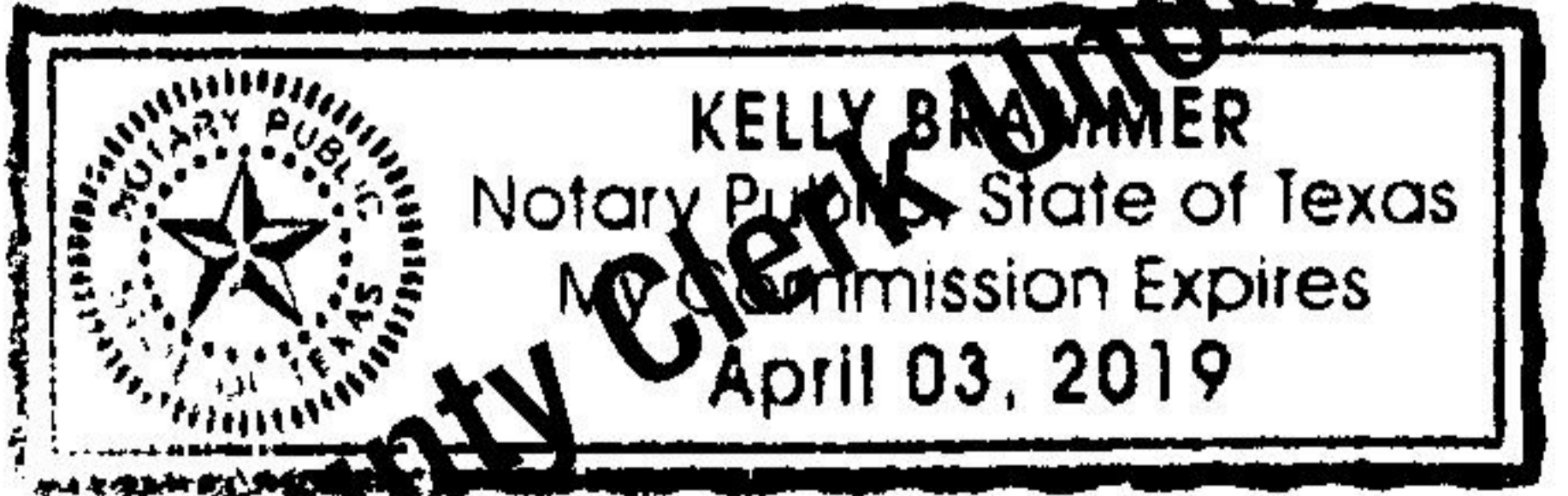
Executed this 8th day of June, 2015.

By: [Signature]  
Roger Clark, President

THE STATE OF TEXAS §  
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me on the 8 day of June, 2015, by Roger Clark, President of Green Tree Home Owners Association, Inc. on behalf of said association.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



AMENDED AND RESTATED

BYLAWS

OF

GREEN TREE HOME OWNERS ASSOCIATION, INC.  
(as amended through May 13, 2014)

ARTICLE I

NAME AND LOCATION

The name of the association is GREEN TREE HOME OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

The principal office of the Association shall be located at 550 W. Texas Ave., Ste. 800, Midland, Texas 79701, in the County of Midland, State of Texas. Meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors in the meeting notice, and each such place shall be deemed a public place for the purpose of such meeting during the meeting time to permit the attendance of any interested person.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to GREEN TREE HOME OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. The "Property" shall mean and refer to certain real property described as being all of the North 1/2 of Section 7, Block X, H P. Hilliard Survey, Midland County Texas known as Green Tree Country Club Estates, Lots 1 through 18, Block 1; Lots 1 through 110, Block 2; Lots 1 through 67, Block 5; Lots 1 through 53, Block 6; Lots 1 through 53, Block 7; Lots 1 through 6, Block 8; Lots 1 through 29, Block 9; Lots 1 through 26, Block 10; and Lots 1 through 25, Block 11B of Green Tree Country Club Estates, except as otherwise provided herein, County of Midland, State of Texas, as per plat recorded in Cabinet C, Number 15 of Miscellaneous Maps, in the Office of the Midland County Clerk, as may be amended and any such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. The term "Common Area" or "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and Members of the Association, including any real or personal property now owned or hereafter acquired by the Association. The Common Area to be owned by the Association includes public parkways not otherwise maintained by adjoining property owners. Public parkways include, without limitation, all medians and areas located between rear fences and street curbs.

Section 4. The term "lot" or "lots" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property (with the exception of the Common Area, including Lot 1 of Block 1, and Lot 54 of Block 6, for so long as such lots are designated by the Board as Common Areas).

Section 5. "Member" as used herein shall mean and refer to a Member of the Association.

Section 6. The term "owner" as used herein shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property but excluding those having such interest merely as security for the performances of an obligation.

Section 7. "Declaration" shall mean and refer to the Restrictions & Covenants on and of Green Tree Country Club Estates applicable to the Property recorded in the office of the County Clerk, County of Midland, Texas and all amendments thereto.

### ARTICLE III

#### MEMBERSHIP

Every person or entity, who is a record Owner of a fee or undivided interest in any lot which is subject under the Declaration to assessment by the Association, shall be a Member of the Association; provided that person or entities who hold an interest merely as security for the performance of any obligation shall not be Members of the Association. Membership shall be appurtenant and may not be separated from ownership of any lot which gives rise to such membership in the Association. Ownership of such a lot or interest therein shall be the sole qualification for membership. Transfer of a lot shall automatically transfer membership in the Association and all rights of the transferor with respect to the common Area. At the discretion of the Board of Directors no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of members kept by the Secretary.

### ARTICLE IV

#### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of nine (9) directors, who must be Members of the Association, to serve staggered terms.

Section 2. Election. At the annual meeting of the Association, the Members shall elect three (3) Directors to each serve a term of three (3) years or until their successor is chosen at the appropriate meeting. No Director may serve on the Board more than two (2) consecutive terms without the unanimous consent of all remaining Board members and the affirmative vote of no less than seventy-five percent (75%) of the Membership voting at such Director election. If a Director fulfills another Director's unexpired term, regardless of the number of years, months or days, that unexpired term shall count as one term for the purposes of limitations thereon.

Section 3. Vacancy & Removal of Director. A Director may resign at any time by written notice to the Board. At any properly noticed regular or special meeting of the Association, any one or more of the Directors may be removed with or without cause at any time by the affirmative vote of a majority of a quorum of the membership, and a successor may then be elected by a majority of the quorum of the Members present to fill the vacancy thus created. Any Director whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at the meeting. In the event of death or resignation of Director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director or Officer of the Association shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties on behalf of the Association.

Section 5. Disqualification. Each member of the Board shall be an Owner. No Member that has been convicted of a felony or crime involving moral turpitude may serve on the Board. If a current

Member of the Board is, after election, convicted of a felony or crime involving moral turpitude, the Board Member is immediately ineligible to serve on the Board and prohibited from future service on the Board.

## ARTICLE V

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly with proper notice at such place and hour as may be fixed from time to time by resolution of the Board. However, such meetings may be conducted as infrequently as every six (6) months if the business to be transacted by the Board of Directors does not justify more frequent meetings.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by written notice signed by the President of the Association, or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 3. Notice of Meetings. Written notice of each meeting of the Directors of the Association shall be given to each Member by either (a) mailing the same not later than the tenth (10<sup>th</sup>) day but not more than thirty (30) days before the date of the meeting or, (b) by posting same on the Association's website and by emailing same to all Members maintaining an email address on file with the Association at least seventy-two (72) hours before the meeting is held. Each notice shall indicate the date, time and place of the meeting and the order of business to be considered. All such meetings shall be open to the Owners and Members, unless the Board of Directors properly convene into executive session for a permitted purpose after first convening in an open meeting.

Section 4. Quorum. A majority of the number of Directors 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 regarded as the act of the Board.

## ARTICLE VI

### VOTING RIGHTS

Section 1. Classes of Voting Rights. The Association shall have one class of voting membership. The owner of any whole lot shall be entitled to one vote for that property. An owner of more than one lot is entitled to votes equal to the whole number multiple of his total lots.

Section 2. Joint Owners. If a Lot is owned by more than one person or entity ("joint owners"), all such joint owners shall be Members but only one vote shall count for the Lot. The first joint owner to cast a vote by absentee, by electronic vote, or by proxy for such meeting shall be deemed the voter of the membership interest until and unless a joint owner appears in person to cast a vote, in which case such joint owner appearing in person shall be deemed the voter of the membership interest for such Lot. The board shall not be responsible for disputes between joint owners.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Prior to the annual meeting of the Members, nominations for the office of Director of the Board of Directors shall be made by a Nominating Committee consisting of three (3) members of the Board. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Nominations may also be made by Members from the floor at the annual meeting or such other

meeting at which members of the Board of Directors are to be elected. Such nominations may be made only from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have 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 establish penalties for the infraction thereof;

(b) suspend, after notice and hearing, the voting rights (other than the right to vote at a Director election) of a Member during any period in which such Member shall be (i) in default in the payment of any assessment levied by the Association or (ii) for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the other provisions of these Bylaws, or the Declaration, or Articles of Incorporation;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as may seem necessary, and prescribe their duties;

(f) sell property owned by the Association as may be in the interest of the Association; provided, however, that the Board of Directors shall not, except with the prior vote of a majority of quorum of Members, sell during any fiscal year property of the Association having a fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 2. Duties. It shall be the duty of the Board of Directors to:

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

(b) cause the preparation of budgets and financial statements for the Association in accordance with the terms of these Bylaws;

(c) supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(d) as more fully provided herein, and in the Declaration:

1) fix the amount of annual regular and special assessments against each lot in accordance with the terms of the Declaration: and

2) foreclose the lien against any lot for which assessments are not paid as permitted under the Texas Property Code and as provided in the Declaration or bring an action at law against the Owner personally obligated to pay the same;

(e) issue, or cause an appropriate office to issue, upon demand by any person, a certificate indicating the status of any assessment, whether delinquent or paid, for which a reasonable charge may be made by the Board for the issuance of these certificates, and such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid;

(f) procure and maintain adequate liability and hazard insurance on the Common Area and on all property owned by the Association, and liability insurance for the directors, officers and agents of the Association as deemed best in the Board's discretion;

(g) cause all officers or employees, including, but not limited to, employees of the professional manager of Association, if any, having fiscal responsibilities to be bonded;

(h) cause the Common Area within the Property to be properly maintained;

(i) review all written requests for action brought to the attention of any Board Member at the next regular meeting of the Board; and

(j) perform all duties and responsibilities of the Association as set forth in the Declaration, under applicable law and effect the enforcement of these covenants.

#### ARTICLE IX

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or officer, his heirs, executors, administrators and representatives against all loss, costs and expenses, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or intentional or willful misconduct, in accordance with the Texas Business Organizations Code, as revised from time to time. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member covered thereby. The Board may impose a special assessment if necessary to cover such common expenses.

#### ARTICLE X

##### COMMITTEES

The Board of Directors shall appoint a Nominating Committee as provided in these bylaws and an Architectural Committee as provided in the Declaration. In addition, the Board of Directors may appoint such other committees, as it deems appropriate in carrying out its purpose.

Any committee decision shall be appealable to the Board of Directors if required by applicable law.

ARTICLE XI

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Association shall be held during the month of May on the day determined by the Board, or at such other time as the Board of Directors may by majority vote approve. Immediately following such meeting at which a new board of Directors is elected, there shall be a Board of Directors meeting in accordance with the requirements set forth herein. The Association may transact such other business of the Association as may properly come before it. If the day for the annual meeting of the Members is a Saturday, Sunday or legal holiday, the meeting will be on the first (1<sup>st</sup>) day following which is not a Saturday, Sunday or legal holiday. All annual meetings of the Members shall be held within the Property or a meeting place as close thereto as possible within the County of Midland, Texas.

Section 2. Quarterly General Meetings. Quarterly General Meetings may be held as called by the Board of Directors.

Section 3. Special Meetings. A special meeting of the Members of the Association shall be promptly called by the Board of Directors upon the happening of either of the following:

- (a) the vote for such a meeting by a majority of a quorum of the Board of Directors; or
- (b) receipt of written request therefor signed by Members representing not less than twenty-five percent (25%) of the total voting power of the Association.

All special meetings of the Members shall be held within the Property or a meeting place as close thereto as possible within the County of Midland, Texas.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by the Board, the President or the Secretary to each Member by either (a) mailing the same not later than the tenth (10<sup>th</sup>) day but not more than thirty (30) days before the date of the meeting or, (b) by posting same on the Association's website and by emailing same to all Members maintaining an email address on file with the Association at least seventy-two (72) hours before the meeting is held. Each notice shall indicate the date, time and place of the meeting and the order of business to be considered. All such meetings shall be open to the Owners and Members, unless the Board of Directors properly convene into executive session for a permitted purpose after convening in an open meeting as permitted by law.

Section 5. Quorum. A quorum of the Members at a meeting of the Members shall be the total number of Members present who are entitled to cast their vote and the number of qualified proxies (and, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, include absentee and electronic votes).

Section 6. Proxies. At all meetings of Members each Member shall be entitled to vote either in person or by proxy. All proxies shall be in writing and filed with the President or Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

Section 7. Absentee or Electronic Ballot. Members may also vote by absentee ballot, or by electronic ballot. An absentee or electronic ballot may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot and may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal. An electronic or absentee vote may not be counted on the final vote of a proposal if (i) the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot or (ii) as determined by the Board of Directors that at the time the vote was to be counted, the person was not a person qualified to vote the membership. Each absentee and electronic ballot shall

provide each proposed action and an opportunity to vote for or against each proposed action and instructions for delivery of the completed ballot, including the delivery location, and the following language: "By casting your vote via absentee [or electronic] ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail." For the purposes of this section, "electronic ballot" means a ballot given by: e-mail, facsimile, or posting on an Internet website, as each may be offered and/or directed by the Association for which the identity of the Property Owner submitting the ballot can be confirmed and membership confirmed. If an electronic ballot is offered via an Internet website, a notice of the ability to vote by such means will be sent to each Owner that contains instructions on obtaining access to the posting on the website.

## ARTICLE XII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board and President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board at any regular or special meeting. The officer elected to such vacancy shall serve for the remainder of the term of any officer he replaces.

Section 7. Multiple Duties. No person shall simultaneously hold more than one office enumerated in Section 1 above except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors, shall implement the orders and resolutions of the Board; shall sign all leases, mortgages, deeds and other written instruments, and shall sign all promissory notes of the Association.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability of refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Members; serve notice of meetings of the Board of Members; keep the corporate seal of the Association and affix it to all papers requiring such seal; keep, or cause to be kept, appropriate current record showing the Members of the Association, together with their addresses; and shall perform such other duties as may be required by the Board.

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

## ARTICLE XIII

### ASSESSMENTS AND FINES

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association regular, special, and reimbursement assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, the Association may bring an action at law against the Owner personally obligated to pay the same, file a notice of lien against his lot pursuant to the terms of the Declaration, and, if permitted by law and the Declaration, foreclose such lien. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the maximum non-usurious rate permitted by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the overdue assessment, or, where permitted by applicable law, foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees, as may be permitted by applicable law, will be added to the amount of any assessment due and likewise bear interest. No Owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 2. Alternative Payment Schedule Guidelines. 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. (Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.) Such a payment plan shall be as agreed between the Board of Directors and the owner but must comply with the following:

For amounts less than \$500.00	between three (3) – five (5) months
For amounts between \$500.00 and \$5,000.00	between five (5) – twelve (12) months
For amounts more than \$5,000.00	between three (3) – eighteen (18) months

The Association may not allow a payment plan for any amount that extends more than eighteen (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 during the two (2) years following the Owner's default under the previous payment plan.

Section 3 Priority of Payments. A payment received by the Association from an owner shall be applied to the owner's account in the following order of priority:

1. any delinquent assessment;
2. any current assessment;
3. any attorney's fees or third party collection costs incurred by the association associated solely with assessments or any other charge that could provide the basis for foreclosure;

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4. any attorney's fees incurred by the association that are not subject to (3);
  5. any fines assessed by the association; and
  6. any other amount owed to the association.

#### ARTICLE XIV

##### BOOKS, RECORDS AND DOCUMENTS

Section 1. Inspection of Rights of Members. The member's register, books of account, records, papers, minutes of Members' meetings and Board of Directors' meetings and of the committees of the Board of Directors of the Association shall be subject to inspection by any Member and the lender of any Owner of a lot.

For access, inspection or copying of the Association's records hereunder, an Owner, the Owner's lender, or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Texas Property Code Section 209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records. If an inspection is requested, the Association, on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the requestor may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request. If the Association is unable to produce the books or records requested on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association must provide to the requestor written notice that informs the requestor that the Association is unable to produce the information on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request and states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15<sup>th</sup>) business day after the date notice is given. The Association may produce the books and records requested hereunder in hard copy, electronic, or other format reasonably available to the Association. The Association shall charge the lesser of (i) the maximum amount permitted by applicable law or (ii) \$0.10 per page per copy regardless of the number of pages or copies requested and an additional \$15.00 per hour labor charge for any complication comprising more than fifty (50) pages (for the actual time incurred to locate, compile, manipulate data, and reproduce the requested information for the compilation, production, and reproduction of information requested under this section). The Association shall require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the requestor on or before the thirtieth (30<sup>th</sup>) business day after the date the information is delivered. If the final invoice includes additional amounts due from the requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the requestor, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the requestor is entitled to a refund, and the refund shall be issued to the requestor not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent. The foregoing notwithstanding, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Owner, an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an Owner's contact information, other than the Owner's address, or information related to an employee of the Association, including personnel files, unless upon express written approval of the affected owner or a court orders the release of the books and records or orders that the books and records be made available for inspection. Information may be released in an aggregate or summary manner that would not identify an individual property owner. The Association shall retain records as follows:

- certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- financial books and records shall be retained for seven (7) years;
- account records of current owners shall be retained for five (5) years;
- contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;
- minutes of meetings of the owners and the board shall be retained for seven (7) years; and
- tax returns and audit records shall be retained for seven (7) years.

Section 2. Rights of Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right inspection by a director includes the right to make extracts and copies of documents.

Section 3. Execution of Association Documents. With the prior authorization of the Board of Directors all notes, checks and contracts or other obligations shall be executed on behalf of the Association by the President, Vice President, Treasurer or Secretary.

## ARTICLE XV

### AMENDMENTS

Section 1. Amendments. These Bylaws may be amended at a properly noticed regular or special meeting of the Board of Directors, by a vote of a simple majority of the Directors present, so long as such amendment does not conflict with the Declaration of the Association or Sec. 209.0041 of the Texas Property Code. All other amendments must be approved by a majority of the quorum of Members present and entitled to vote at a meeting properly noticed therefore.

Section 2. Conflicts. In the case of any direct conflict between the Declaration and these Bylaws, the Declaration will control. In the event that any provision herein is now, or later determined, to violate applicable law, such provision shall be deemed amended or restricted as needed to comply with such law, maintaining, to the greatest extent possible without violating such law, the intent of the provision.

IN WITNESS WHEREOF, we, the undersigned, certify that:

We are the duly elected directors of the Association;

We each have been duly elected to serve as officers in the capacity stated opposite of our name, if any;

That, upon approval, the foregoing Bylaws, and any subsequent amendment thereto, shall be recorded in the real property records of Midland County, Texas;

That the foregoing bylaws constitute the complete Bylaws of the Association and were duly adopted on the 13<sup>th</sup> day of MAY, 2014, at a special meeting properly called for such purpose (or an annual meeting in which the proposed changes were duly noticed) and by a majority vote of the members present in person, by absentee ballot, by electronic ballot, or by proxy, at which such meeting a quorum was present.

*Mary Davis*  
*Betsy Billingsley*  
Midland County Clerk Unofficial Copy

*Irena Albright*  
1378  
Midland County Clerk Unofficial Copy

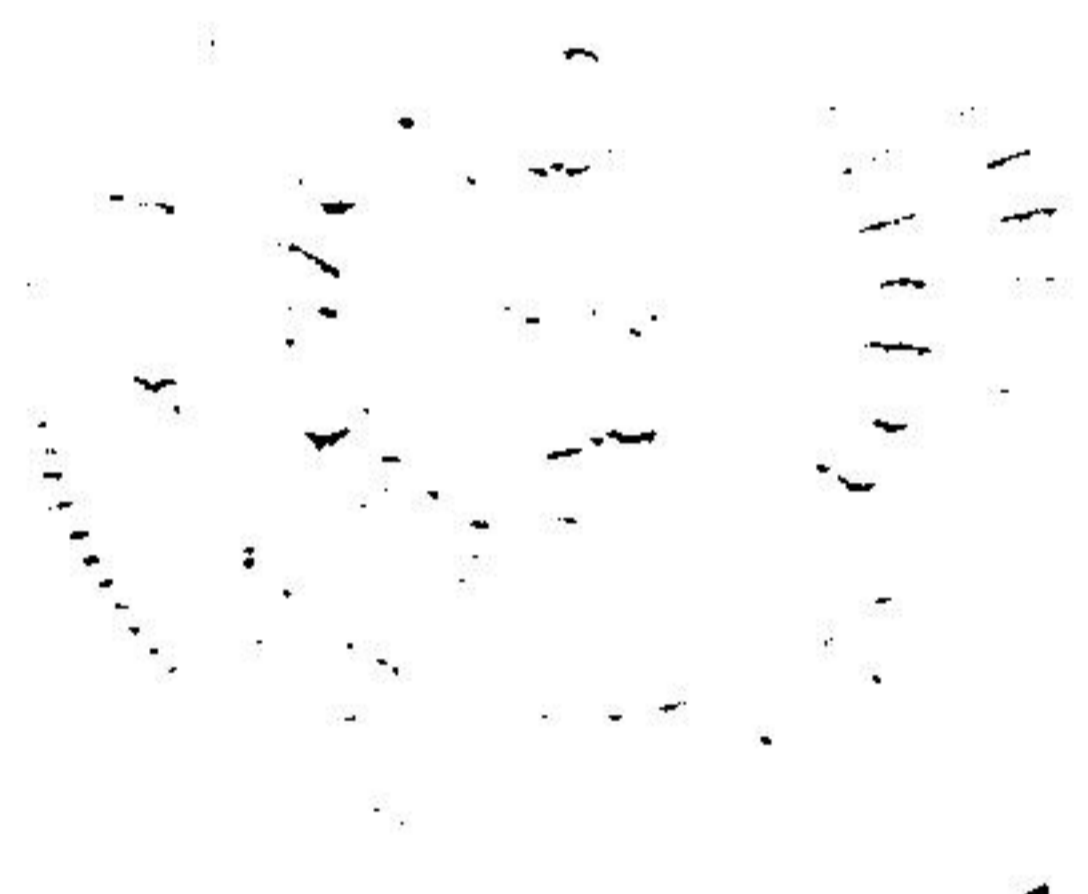
CERTIFICATION

I, the undersigned, do hereby certify,

That I am the duly elected and acting secretary of the GREEN TREE HOME OWNERS ASSOCIATION, INC., a Texas non-profit corporation; and

That the foregoing bylaws constitute the current bylaws of said Association, as duly adopted at a meeting of the Members thereof, held on the 13<sup>th</sup> day of MAY, 2014.

IN WITNESS THEREOF, I have hereunto subscribed my name this 9<sup>th</sup> day of September 2014.



*[Signature]*  
Secretary

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