



**2nd AMENDMENT TO THE MANAGEMENT CERTIFICATE FOR WIND GATE RANCH
PROPERTY OWNERS 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:

State of Texas §

County of Bexar §

1. Name of Subdivision: Wind Gate Ranch **Book 15253 Page 250 23pgs**

2. Subdivision Location: San Antonio
FM 471

3. Name of Homeowners Association: Wind Gate Ranch Property Owners Association, Inc.

4. Recording Data for Association: Plats filed at Bexar County.
Vol. 9561, Pg. 38
Vol. 9565, Pg. 126 & 128
Vol. 9572, Pgs. 72-73
Vol. 9541, Pg. 151

5. Recording Data for Declaration: All documents filed at Bexar County.
Declaration of Covenants, Conditions, Easements and Restrictions for Planned Unit Development of Wind Gate Ranch, Doc. 200-0215595, Vol. 08685, Pg. 00463, filed 1/15/2001.

Declaration of Protective Covenants, Conditions and Restrictions for Wind Gate Ranch Planned Unit Development (Units Subsequent to Wind Gate Ranch -Section 1), Doc. 20060261210, Filed 10/27/2006.

Declaration of Covenants Conditions and Restrictions Wind Gate Ranch Unit 3, Doc. 20060261210-1 Vol. 12481, Filed 10/27/2006.

Annexation Certificate to the Declaration of Protective Covenants, Condition and Restrictions Wind Gate Ranch Planned Unit Development Unit 2A, Doc. 20060036579, Book 11942, Pg. 2493, Filed 2/17/2006.

Notice to Lot Owners and Clarification of Declaration of Covenants, Conditions, Easements and Restrictions of Wind Gate Ranch a Planned Unit Development, Doc. 20030228064, Book 10274, Pg. 2098 filed 9/3/2003.

Articles of Merger of Wind Gate Ranch Homeowners Association, Inc and North Wind Gate Ranch Property Owners Association, Inc. signed 5/10/2001 is attached to and filed with this Certificate.

6. Bylaws: Filed with Doc# 2010008674 filed at Bexar County on 5/18/2010.

Administrative Resolutions: Administrative Resolution No. 2006001 Collection Policy is attached to and filed with this Certificate.
Administrative Resolution No. 2006002 Violation Policy is attached to and filed with this Certificate.

Articles of Incorporation: Filed on 8/29/2003 with the Secretary of State of Texas.

Resolutions/Policies:

All policies are attached to and filed with this Certificate

Collection Policy signed 9/5/2006
Administrative Resolution 2006001

Administrative Resolution No. 2006002
Violation Policy signed 9/5/2006

Record Retention Policy
Records Inspection Policy
Payment Plan Policy
Email Registration Policy
Membership Voting Policy
Collection Policy
Architectural Guidelines

Guidelines:

All guidelines are attached to and filed with this Certificate

Architectural Guidelines for:
Solar Panels, Flag and Flag Poles, Roof Shingles, Rain Barrels and Religious Symbol displays

7. Mailing Address and Contact Information for the Association and the Managing Agent:
Spectrum Association Management, LP
17319 San Pedro, Suite 318
San Antonio, TX 78232
(210) 494-0659 Fax: (210) 494-0887, contact@spectrumam.com

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association:

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 2 day of December, 2011

By: Kathleen S. Able
Kathleen S. Able (of Spectrum Association Management) Managing Agent

State of Texas §

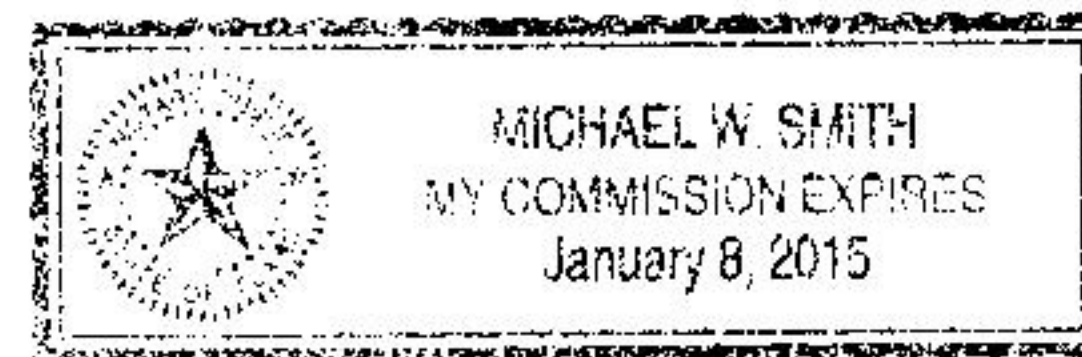
County of Bexar §

This Instrument was acknowledged and signed before me on 2, December, 2011 by
Kathleen Able, representative of Spectrum Association Management, LP, the Managing Agent for Wind Gate
Property Owners Association, Inc. on behalf of said association.

Michael W. Smith

Michael W. Smith
Notary Public, State of Texas

Return Filed Document to: Spectrum Association Management, LP
Attn: K Able
17319 San Pedro, #318
San Antonio, TX 78232



ARTICLES OF MERGER
OF
WIND GATE RANCH HOMEOWNERS ASSOCIATION, INC.
AND
NORTH WIND GATE RANCH PROPERTY OWNERS ASSOCIATION, INC.
(Changing Name Of The Surviving Corporation to
Wind Gate Ranch Property Owners Association, Inc.)

WHEREAS, Wind Gate Ranch Homeowners Association, Inc. is a Texas non-profit corporation that was formed on January 12, 2001 (Charter Number 01612679).

WHEREAS, North Wind Gate Ranch Property Owners Association, Inc. is a Texas non-profit corporation that was formed on August 29, 2003 (Charter Number 800241280).

WHEREAS, Wind Gate Ranch Homeowners Association, Inc. and North Wind Gate Ranch Property Owners Association, Inc. have adopted a Plan of Merger whereby the two non-profit corporations will be merged, with the surviving non-profit corporation being North Wind Gate Ranch Property Owners Association, Inc. who will contemporaneously herewith change its name to "Wind Gate Ranch Property Owners Association, Inc."

NOW THEREFORE, for and in consideration of the foregoing, the two non-profit corporations file these Articles of Merger setting forth the following:

(1) The text of the Plan of Merger signed by the respective President of each non-profit corporation is as follows:

"PLAN OF MERGER BY AND BETWEEN
WIND GATE RANCH HOMEOWNERS ASSOCIATION, INC.
AND NORTH WIND GATE RANCH PROPERTY OWNERS
ASSOCIATION, INC.

Whereas, Wind Gate Ranch Homeowners Association, Inc. (the "HOA") was established pursuant to the terms of that one certain Declaration of Covenants, Conditions, Easements and Restrictions recorded in Volume 8685 Pages 463 et. seq. of the Real Property Records of Bexar County, Texas which covers Section 1 of a residential community developed by Benke Ranch, Ltd. known as Wind Gate Ranch; and

Whereas, North Wind Gate Ranch Property Owners Association, Inc. (the "POA") was established pursuant to the terms

of that one certain separate Declaration of Protective Covenants, Conditions and Restrictions recorded in Volume 10898 Page 957 et. seq. of the Real Property Records of Bexar County, Texas which covers Unit 1A of Wind Gate Ranch, a neighboring residential community developed by CB/Fossil Springs, Ltd.; and

Whereas, both the HOA and the POA are Texas non-profit corporations; and

Whereas, a thoroughfare known as Wind Gate Parkway serves both such residential communities as the sole means of vehicular access to Culebra Road; and

Whereas, the POA and the HOA, have heretofore entered into a Reciprocal Easement Agreement recorded in Volume 10278, Pages 1482 et. seq. of the Real Property Records of Bexar County, Texas (the "REA") pertaining to the shared usage and maintenance of Wind Gate Parkway.

Whereas, the HOA and the POA, at the urging of both Benke Ranch, Ltd. and CB/Fossil Springs, Ltd., are mutually desirous of merging the HOA with and into the POA, the Boards of Directors for each of HOA and the POA having determined that it will be mutually beneficial to the members of the HOA and the POA to merge such associations so that the POA, as the surviving corporation, may better administer and maintain the private streets and other common areas and/or facilities situated within both such developments in a more efficient manner that would be in the best interests of the members of both associations as well as generally consistent with the spirit and intent of the REA.

NOW THEREFORE, the following Plan of Merger is adopted by the HOA and the POA, pursuant to resolutions contemporaneously herewith passed by their respective Board of Directors:

1. The HOA will merge with and into the POA. The surviving non-profit corporation will be the POA.
2. Contemporaneously with the merger, the POA will change its name to "Wind Gate Ranch Property Owners Association, Inc."
3. The Class A members of the HOA will become Class A members of the POA effective as of the effective date of the merger.

4. The Class B members of the HOA, if any, will become Class B members of the POA effective as of the effective date of the merger.
5. As of the effective date of the merger, the members of the HOA will immediately become members of the POA with the same force and effect as if Section 1 of Wind Gate Ranch (i.e. the land covered by the aforesaid Declaration of Covenants, Conditions, Easements and Restrictions filed by Benke Ranch, Ltd.) had been annexed by CB/Fossil Springs, Ltd. into the scope and purview of the aforesaid Declaration of Protective Covenants, Conditions and Restrictions filed by CB/Fossil Spring, Ltd.
6. The Board of Directors of each of the HOA and POA have contemporaneously herewith authorized and instructed their respective Presidents to take whatever action is appropriate or necessary to cause each association to implement the adopted plan of merger, including but not limited to executing and filing Articles of Merger with the Secretary of State of Texas as well as to implement any ancillary action related to such merger that is referred to herein or that is otherwise necessary, appropriate or useful, in the officer's sole discretion, to implement same as determined by each such Board.
7. The bylaws of the surviving corporation (i.e. the POA) are hereby ratified and affirmed for all purposes with respect to the surviving corporation.
8. Effective with the filing of the Articles of Merger with the Secretary of State of Texas, the assets, properties, liabilities and business of HOA shall become, without further action by any party, the assets, properties, liabilities and business of POA.
9. This Plan of Merger may be signed in multiple counterparts and by facsimile (fax), which shall be deemed to be an original signature. This Plan shall become effective when signed by the parties hereto, and each counterpart shall be deemed to be an original without necessity of producing all other copies.
10. Effective with the filing of the Articles of Merger with the Secretary of State of Texas, the officers and directors of HOA shall cease to hold office, and the officers and directors of POA shall be the sole directors and officers of the surviving non-profit corporation."

(2) The Plan of Merger was adopted by the members of each of the two non-profit corporations as follows:


(a) The Plan of Merger was adopted by the members of Wind Gate Ranch Homeowners Association, Inc. at a meeting held on the 24th day of February, 2005 and such Plan of Merger received at least two-thirds of the votes which members present at such meeting in person or by proxy were entitled to cast.

(b) The Plan of Merger was adopted by the members of North Wind Gate Ranch Property Owners Association, Inc. by a consent in writing signed by all members entitled to vote with respect thereto dated as of the 10th day of May, 2004.


(3) As set forth in the Plan of Merger, the surviving non-profit corporation is North Wind Gate Ranch Property Owners Association, Inc., who wishes to contemporaneously herewith change its name to "Wind Gate Ranch Property Owners Association, Inc." Therefore Article One of the Articles of Incorporation of the surviving non-profit corporation entitled "Name" is hereby amended to read as follows: "The name of the Corporation is "Wind Gate Ranch Property Owners Association, Inc."

Dated as of the 24th day of May, 2005.

WIND GATE RANCH HOMEOWNERS
ASSOCIATION, INC.

By: 
Name: Thomas Dreiss
Title: President

NORTH WIND GATE RANCH
PROPERTY OWNERS ASSOCIATION, INC.

By: 
Name: C. Edward Barron III
Title: President

**Resolution of the Board of Directors
for WIND GATE RANCH ASSOCIATION, Inc.**

September 1, 2006

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

ADMINISTRATIVE RESOLUTION NO. 2006001

RE: Collection Policy

WHEREAS:

1. The Association's economic well-being relies on the timely payment of assessments and other allowable charges
2. It is the Board's duty to use its best efforts to collect funds owed to the Association,

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common area that are an owner's responsibility, late fees, collection fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Schedule of Collection Procedures shall be the collection policy of the Association and shall be enforced.

EFFECTIVE: 9/5/2006


Authorized Board Member

9/5/06
Date

Recorded in the Book of Minutes 9/5/06, 2006

By: 

Schedule of Collection Procedures / Collection Policy

Collection Action *	Late Charge	Collection Fee	Other Fees
1 st Notice	Per governing documents	\$20 monthly fee paid to Spectrum	N/A
2 nd Notice (certified): Notice of Intent to perform a title search	Per governing documents	\$20 monthly fee paid to Spectrum	N/A
3 rd Notice: Notice that title search was performed (& fee charged) and intent to file a notice of lien	Per governing documents	\$20 monthly fee paid to Spectrum	\$50 Title Search Fee paid by HOA to Spectrum and posted to homeowner's account for reimbursement
4 th Notice: Notice that lien notice was filed in County records (& fee charged) and intent to send to attorney	Per governing documents	\$20 monthly fee paid to Spectrum	\$150 Notice of Lien Fee paid by HOA to Spectrum and posted to homeowner's account for reimbursement
Sent to attorney	Per governing documents	\$20 monthly fee paid to Spectrum	Homeowner responsible for all attorney's fees/court costs paid by and/or charged to HOA

*** Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly twenty-five to 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 collection fees, second to attorney fees, third to late fees, fourth to all other fees, and fifth to the assessment.

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 (\$50) title search 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.

**Resolution of the Board of Directors
for Wind Gate Ranch Association, Inc.**

September 1, 2006

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

ADMINISTRATIVE RESOLUTION No. 2006002

RE: Violation Policy

WHEREAS:

1. One of the Association's functions is to enforce the rules set forth in its governing documents
2. It is the Board's duty to use its best efforts to assure that said enforcement occurs

BE RESOLVED THAT:

1. All rules of the Association shall be enforced
2. The Violation Procedure (attached) shall be the Association's policy of enforcement.

EFFECTIVE: 9/5/2006


Authorized Board Member

9/5/06
Date

Recorded in the Book of Minutes 9/5, 2006

By: DT

Wind Gate Ranch Property Owners Association, Inc. Violation Procedure

Violation Procedure	Status	Action required
A. Send courtesy notice	1 st Report/Sighting	10 days to correct
B. Send thirty-day (30) notice (certified & regular mail)	Not repaired/No application for extension	30 days to correct, if not corrected then sent to attorney for assistance through legal system
C. Send account to attorney	Not repaired/ No application for extension	Attorney will work with homeowner to correct

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 such 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

Once an account is turned over to the attorney's office they will send the homeowner a letter of representation. If the homeowner does not respond the attorney shall pursue all available action to cure the violation through the court/legal system. 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 home shall be liened.

**Records Retention Policy for the
Wind Gate Ranch Homeowners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF «County» §

This Records Retention Policy for the **Wind Gate Ranch Homeowners Association, Inc.** (the "Policy") is adopted by the **Wind Gate Ranch Homeowners Association, Inc.** (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the **Wind Gate Ranch Homeowners Association, Inc.**(Board of Directors (the "Board") on January 1, 2012.

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:


- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: January 1, 2012

Authorized Board Member Signature:  Date: 11/30/11

Recorded in the Book of Minutes: Date: 11/30/11 By: 

**Payment Plan Policy for the
Wind Gate Ranch Property Owners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, The Wind Gate Ranch Property Owners Association, Inc. (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Chapter 209 of the TEXAS PROPERTY CODE has been amended to add Section 209.0062 ("Section 209.0062"), effective January 1, 2012;

WHEREAS, Section 209.0062 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: Any owner who has not defaulted under a previous payment plan during the past two years 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").

- 2.) Duration & Terms
 - a. A Payment Plan shall have a minimum term of not less than 3 months;
 - b. A Payment Plan shall have a maximum term of 12 months, unless specifically approved by the Board;
 - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;
 - d. Any eligible owner with a delinquent balance of \$300.00 or less shall be allowed, without deliberation by the Board, to pay that balance in up to 6 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
 - e. Any eligible owner with a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying : (1) a down payment of 25% of the balance within 30 days of the approval of the Payment Plan; and (2) paying the balance in up to 6 equal consecutive monthly installments.
 - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and,
 - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board 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

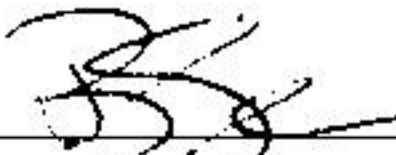
**Payment Plan Policy for the
Wind Gate Ranch Property Owners Association, Inc.**

- 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: January 1, 2012

Authorized Board Member Signature:  Date: 11/30/11

Recorded in the Book of Minutes: Date: 11/30/11

By: 

**Membership Voting Policy for the
Wind Gate Ranch Homeowners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF «County» §

This Membership Voting Policy for the **Wind Gate Ranch Homeowners Association, Inc.**(the "Policy") is adopted by the **Wind Gate Ranch Homeowners Association, Inc.**(. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;


WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically or by mail not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted in person at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: January 1, 2012

Authorized Board Member Signature:  Date: 11/30/11

Recorded in the Book of Minutes: Date: 11/30/11 By: 

**Architectural Guidelines for the
Wind Gate Ranch Property Owners Association, Inc.**

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

RE: Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays.


WHEREAS:

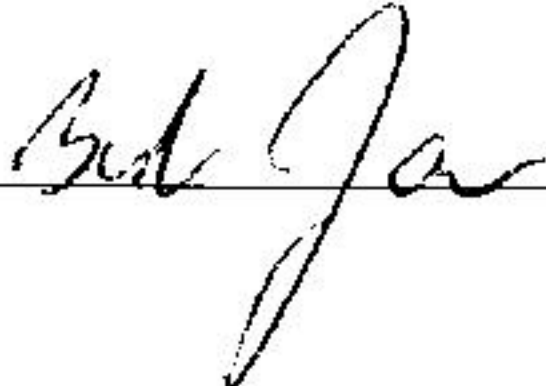
1. The Association's Covenants provide architectural guidelines for lot owners and home owners concerning requirements for improvements of the lots within the subdivision;
2. The Covenants are not inclusive with regards to changing laws pertaining to allowable improvements in the Association;
3. The Covenants empower the Architectural Committee with the authority to clarify and enforce the overall interpretation of the rules.

BE IT RESOLVED THAT:

1. The Architectural Guidelines for flag poles, solar panels, rain barrels and religious displays provides clarification and specific guidelines that can be more easily understood by owners within the Association;
2. These architectural guidelines shall be the policy of the Association and the Architectural Control Committee and shall be enforced.

EFFECTIVE DATE: January 1, 2012

Authorized Board Member Signature:  Date: 11/30/11

Recorded in the Book of Minutes: Date: 11/30/11 By: 

Architectural Guidelines for the Wind Gate Ranch Property Owners Association, Inc.

Solar Panels

Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee. 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. 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. 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. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.

Roof Shingles

Certain types of roof shingles are designed to prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision. The shingles must match the aesthetics of other properties surrounding the owner's property.

Flags and Flagpole guidelines

Those members wishing to fly the American Flag, Texas Flag or flag from one of the United States armed services are encouraged to do so. These flags may be flown from wall mounted poles or ground mounted flagpoles. The installation of all flagpoles must be approved by the committee for height and location. The location and intensity of lights used to illuminate a displayed flag must also be approved by the architectural review committee.

The Association has adopted the following list of rules pertaining to flags and flagpoles in the community.

1. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
2. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
3. A flagpole, whether attached to a dwelling or freestanding, must be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling.
4. The flag display must conform to all setbacks, easements, and zoning ordinances.
5. Flags and flagpoles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition must be repaired, replaced or removed.
6. Flagpoles are limited to one per lot, not to exceed 20 feet in height.
7. Flag size is limited to 3' x 5'.
8. An owner can only place a flagpole or flag on their own property and no other property.
9. You must abate any noise that is caused by the external halyard of a flagpole.

Architectural Guidelines for the Wind Gate Ranch Property Owners Association, Inc.

Religious Displays

The Association will allow owners to display one or more religious items on their entry door or door frame. The display must be motivated by the owner or resident's sincere religious belief.

The Association has adopted the following list of rules pertaining to the display of religious items.

1. The religious item cannot threaten public health or safety.
2. The religious item cannot violate the law.
3. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
4. The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
5. The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
6. The Association may remove any item that does not conform to the statute.

Rain Barrels

The Association will allow owners to install rain barrels or water harvesting systems on their own property. The Association has adopted the following list of rules pertaining to the installation of rain barrels and water harvesting systems.

1. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
2. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
3. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
4. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
5. There must be sufficient areas on the owner's property to install the barrels or system.

Collection Resolution Schedule for the Wind Gate Ranch Property Owners Association, Inc.

Collection Action	Late Charge	Collection Fee	Other Fees
1 st Notice: Courtesy Notice	Per governing documents	\$20 monthly fee	N/A
2 nd Notice: Notice of intent to perform a title search.	Per governing documents	\$20 monthly fee	N/A
3 rd Notice: Notice that title search was performed & fee charged (sent certified mail).	Per governing documents	\$20 monthly fee	\$50 Title Search Fee charged to owner's account.
4 th Notice: Notice that account has progressed to escalated collections & fee charged.	Per governing documents	\$20 monthly fee	\$150 Escalated Collection Fee charged to owner's account.
5 th Notice: Notice of intent to perform skip trace (sent certified mail).	Per governing documents	\$20 monthly fee	N/A
6 th Notice: Notice that skip trace was performed & fee charged (sent certified mail).	Per governing documents	\$20 monthly fee	\$95 Skip Trace Initiation Fee charged to owner's account.
7 th Notice: Hand delivery of Notice of Default & fee charged.	Per governing documents	\$20 monthly fee	\$60 Hand Delivery Fee charged to owner's account.
8 th Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
9 th Notice: Notice of intent to progress account to serious collections.	Per governing documents	\$20 monthly fee	N/A
10 th Notice: Notice that skip trace was performed & fee charged.	Per governing documents	\$20 monthly fee	\$40 Skip Trace Fee charged to owner's account.
11 th Notice: Notice of Final Settlement Offer.	Per governing documents	\$20 monthly fee	N/A
Final Notice: Preparation of legal work order (sent by certified mail).	Per governing documents	\$20 monthly fee	N/A
File turned over to the Association's attorney.	Per governing documents	\$20 monthly fee	Fees are based on the attorney's agreement.

Collection Action: The first notice is sent after the late date per the governing documents. The second and subsequent are sent roughly twenty-five to thirty days apart from each other each requiring a payment due date before the next step in the collection schedule takes place. If an owner pays in full before the payment due date then collection action will cease on that owner's account.

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

Payment Plans: Payment plans shall be approved as per the Association's approved payment plan policy. Owners shall be required to sign an agreement and abide by it. If an owner does not abide by the agreement, then the owner's account shall move forward in accordance with the collections schedule.

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

**Records Inspection Policy for the
Wind Gate Ranch Homeowners Association, Inc.**

STATE OF TEXAS §
 §
COUNTY OF «County» §

This Records Inspection Policy for the **Wind Gate Ranch Homeowners Association, Inc.**(the “Policy”) is adopted by the Wind Gate Ranch Homeowners, Inc. (the “Association”), a Texas Non-Profit Corporation.


WHEREAS, the Association adopted a Policy through resolution of the **Wind Gate Ranch Homeowners Association, Inc.**(Board of Directors (the “Board”) on January 1, 2012.

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 accountant 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.

**Records Inspection Policy for the
Wind Gate Ranch Homeowners Association, Inc.**

EFFECTIVE DATE: January 1, 2012


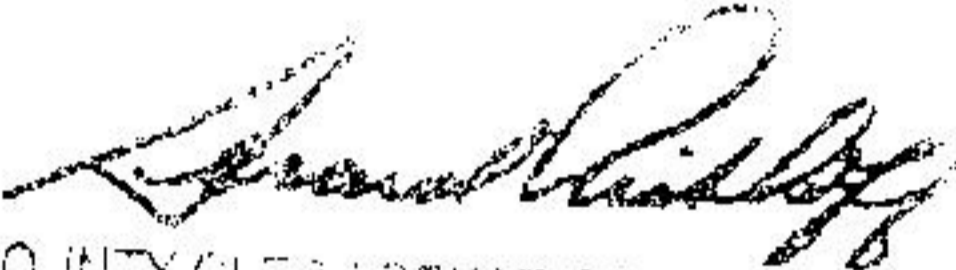
Authorized Board Member Signature:  Date: 11/30/11

Recorded in the Book of Minutes: Date: 11/30/11

By: 

Any provision hereinafter made as to the title 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 of 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

DEC 06 2011

 
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110216124 Fees: \$104.00
12/06/2011 2:12PM # Pages 23
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK