

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



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Instrument Number: 2012-12438

As

Recorded On: February 08, 2012

Amendment

Parties: REATTA RIDGE OWNERS ASSOCIATION

To

Billable Pages: 13

Number of Pages: 13

Comment:

( Parties listed above are for Clerks reference only )

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

Amendment	64.00
Total Recording:	64.00

\*\*\*\*\* 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: 2012-12438  
Receipt Number: 871091  
Recorded Date/Time: February 08, 2012 10:08:28A

**Record and Return To:**

REATTA RIDGE OWNERS ASSOC  
PO BOX 1147  
JUSTIN TX 76247

User / Station: S Parr - Cash Station 3



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*C Mitchell*

County Clerk  
Denton County, Texas

**AFTER RECORDING RETURN TO:**

Reatta Ridge Owners Association  
PO Box 1147  
Justin, Texas 76247

**SECOND AMENDMENT TO THE BYLAWS**

**FOR**

**REATA RIDGE OWNERS ASSOCIATION**

STATE OF TEXAS

§

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF DENTON

§

This **SECOND AMENDMENT TO THE BYLAWS FOR REATA RIDGE OWNERS ASSOCIATION** (herein called the "Second Amendment"), is made on the date herein set forth by Reatta Ridge Owners Association, a Texas Property Owners Association, for the purpose of bringing all governing documents into compliance with the 2011 Texas Reform Legislation for Condos and Owner's Associations which provided changes to the Texas Property Code by modifying the proper sections and adding additional provisions to the Bylaws.

**WITNESSETH:**

**WHEREAS**, Reatta Ridge, Ltd. filed for record that certain **Bylaws of Reatta Ridge Owners Association in Volume 4857, Page 01584** of the real property Records of Denton County, Texas (herein referred to as the "Bylaws");

**WHEREAS**, Reatta Ridge Owners Association filed for record the **First Amendment to the Bylaws of Reatta Ridge Owners Association as Document Number 2009-3329** on January 13, 2009, in the real property Records of Denton County, Texas, bringing the Bylaws into compliance with the BOC;

**WHEREAS**, pursuant to Article 10 of the Bylaws, all aspects of this Amendment of the Bylaws and the attached Exhibited Alternative Payment Schedule Guidelines, Document Retention Policy, Open Records Production & Copying Policy were approved by the members representing a majority of the votes present (in person and by proxy) at a Special Meeting of the Association held January 23, 2012 where a quorum was present (in person and by proxy).

## AMENDMENTS

1. Article 2.2 of the Bylaws, sections 2.2.3, 2.2.4, and 2.2.5 are void and hereby removed and replaced by:

2.2.3. *Ineligibility to Serve.* If the board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the board, automatically considered removed, and prohibited from future service on the board.

2. Article 2.5, Section 2.5.2 of the Bylaws, hereby is amended to remove paragraphs a, b, c, and d. The section is restated as follows:

2.5.2. *Removal by Directors.* A director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose when the director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months, provided he has been given proper notice of the meetings.

3. ARTICLE 2.6, Sections 2.6.2 and 2.6.3 of the Bylaws related to the regular and special meetings of the board hereby are amended by adding the following sentences:

*Agendas for the meeting will be posted on the Association website 72 hours in advance of the meeting and emailed to all members who have registered their e-mail addresses with the Association. It is the owner's duty to register and keep the email address updated.*

4. ARTICLE 2.6, Section 2.6.7 of the Bylaws, hereby is amended to remove the last sentence and replace it with:

*In accordance with the Association's Document Retention Policy (Exhibit A) the minutes of all regular and special meetings of the board will be maintained and posted to the Association website once approved by the board.*

5. ARTICLE 2.6, Section 2.6.8 paragraph (f) of the Bylaws hereby is amended and replaced with the following:

*f. The board will notify the membership of the board meeting by publishing the agenda with the time, date, and place of the meeting on the Association website at least 72 hours in advance of the meeting and sending the agenda by e-mail to all members who have registered their email addresses with the association.*

6. ARTICLE 4.5 of the Bylaws hereby is removed and replaced with:

*4.5 ELECTION COMMITTEE. If the board fails to call an annual meeting and further fails to call the requested meeting no later than 30 days after an owner's demand is made in writing, three or more owners may form an election committee for the purpose of conducting an election. The committee must notify all property owners, file a notice of formation with the clerk in Denton County, and adhere to all notice, quorum, and voting provisions contained in the bylaws for conducting the election.*

7. ARTICLE 4.14 of the Bylaws hereby is amended and replaced with:

*4.14 ABSENTEE OR ELECTRONIC BALLOT. Members may cast a vote and be counted as a quorum by absentee or electronic ballot for items appearing on a ballot only. The absentee or electronic vote may not be counted on the final vote if the motion was amended from the exact language on the ballot submitted.*

*4.14.1 Absentee Ballot. An absentee ballot will contain:*

- a. a list of each proposed action and provide an opportunity to vote for or against each proposed action;*
- b. instructions for the delivery of the completed ballot, including the delivery location; and*
- c. the following statement: "By casting your vote via absentee 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."*

*4.14.2 Electronic Ballot. An electronic ballot is a ballot given by e-mail, facsimile, or posting on an Internet website, for which the identity of the member submitting the ballot can be confirmed and receive a receipt for the transmission and member's ballot.*

8. ARTICLE 7.6 of the Bylaws, hereby is amended and restated as follows:

*7.6 ASSESSMENTS. All owners are obligated to become members and pay regular annual assessments imposed by the Association to meet the common expenses as defined in the Declaration. The amount of the annual assessment is subject to change.*

- 7.6.1 Annual Assessment Due Date. *The dues are assessed annually. They are due the later of January 1<sup>st</sup> of the year on which levied, or upon notification of the assessment by the board. Any changes in the regular assessment will be determined annually at the November annual meeting.*
- 7.6.2 Alternative Payment Schedule. *Members electing to make payments on the current annual assessment may do so over the 3 month period ending March 31<sup>st</sup> of the year on which levied by notifying the board of their payment plan. Assessments are considered delinquent after March 31<sup>st</sup> and late fees and interest are applicable. An alternative payment schedule for delinquent regular or special assessments or other amounts owed to the Association are found in the Alternative Payment Schedule Guidelines (Appendix B).*
- 7.6.3 Late Fees and Interest. *Late fees are applicable in the amount of \$10 per month for the unpaid regular assessment however they are subject to adjustment by the board from time to time. Interest will be applicable at an annual rate established by the board not to exceed the lesser of 18 percent per annum or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum as per Article 8 section 8.1.3 of the Declaration.*
- 7.6.3 Priority of Payments. *When payments are received by the association in partial settlement of the account they will be applied in accordance with the Alternative Payment Schedule Guidelines (Appendix B) and Texas Property Code Section 209.0063.*
- 7.6.4 Enforcement. *Failure to pay the assessment could result in enforcement of the Association's lien on and the foreclosure of the property.*
- 7.6.5 In Good Standing. *A member is deemed to be in good standing if he is current in the assessments made or levied against him and his lot.*

9. ARTICLE 8.1 of the Bylaws, hereby is amended to restate Sections 8.1.1 and 8.1.2 and add Section 8.1.5 as follows:

8.1 INSPECTION OF BOOKS AND RECORDS. *Books and records of the Association are open to and reasonably available for inspection and copying by a member pursuant to Title 2, Chapter 22, Section 22.351 of the Texas Business Organizations Code and Section 209.005 of the Texas Property Code.*

- 8.1.1. Written Request. *The member or the member's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the information requested, to the mailing address of the association, The request must contain an election to inspect the books and records before obtaining copies or to have the association forward the requested copies.*

*Within 10 days of the receipt of the request, the association will send a written notice of the dates the records will be available for inspection or furnish the requested copies.*

8.1.2 Copies. Pursuant to the Open Records Production and Copying Policy (Appendix C), the member is responsible for the costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy that are not in excess of costs applicable for an item under 1 T.A.C. Section 70.3. The association requires advance payment of an estimated cost for the compilation, production and copying of the documents.

8.1.5 Member's Privacy Policy. The association will not release or allow inspection of books and records that identify violation history, dues delinquencies, financial records, or personal information of an individual owner without written permission of the owner or a court order for those records.

10. ARTICLE 8.2 of the Bylaws, hereby is amended and restated as follows:

8.2. RESALE CERTIFICATES. An officer will prepare or cause to be prepared a resale certificate. The Association may charge a reasonable fee for the preparation of the certificate and may require payment of the fee before the statement is prepared, but may not process the payment until the certificate is delivered. The certificate will contain the following information as required by Texas Property Code Section 207.003:

- a. a statement of any first right of refusal and other restraint contained in the governing documents that restricts the owner's right to transfer the property;
- b. the frequency and amount of any regular assessments;
- c. the amount and purpose of any special assessment that has been approved and is due after the certificate is issued;
- d. the total of all amounts due and unpaid to the Association that are attributable to the owner's property;
- e. capital expenditures that have been approved for the Association's current fiscal year
- f. the amount of reserves for capital expenditures;
- g. the Association's current operating budget and balance sheet;
- h. the total of any unsatisfied judgments against the Association;
- i. the style and cause number of any pending lawsuits in which the Association is a party;

- j. *a copy of a certificate of insurance showing the Association's property and liability insurance relating to the common areas and facilities;*
- k. *a description of any conditions on the property that the Association has actual knowledge are in violation of the restrictions applying to the subdivision or the bylaws or rules of the association;*
- l. *a summary of notices received by the Association from any governmental authority regarding health or housing code violations existing on the property or the common areas and facilities;*
- m. *the amount of any transfer fee charged by the Association for a change in ownership of the property;*
- n. *the name, mailing address, and telephone number of the Association's managing agent, if any;*
- o. *a statement that the governing documents do allow foreclosure of Association's lien on the owner's property for failure to pay assessments; and*
- p. *a statement of all fees associated with the transfer of ownership, showing the amount and description of each fee and to whom the fees are to be paid.*

11. ARTICLE 8.3 of the Bylaws, hereby is added and stated as follows:

8.3. DELIVERY OF SUBDIVISION INFORMATION TO OWNER. *Within 10 business days of receiving a verifiable written request for a resale certificate from an owner, a purchaser, their agents, or a title company acting on their behalf, an officer of the Association will prepare a packet for delivery. It will contain a copy of the Declaration of Covenants, Conditions and Restrictions, a copy of the Bylaws, a copy of any Amendments to the Declaration and the Bylaws, a current resale certificate, and Owner Information Forms to be completed and signed by the new owners. The packet can be delivered by mail, by hand, or by email as specified in the request. The governing documents and all amendments that have been filed in Denton County deed records are available on the Association website.*

**SIGNED AND ACKNOWLEDGED**

**IN WITNESS WHEREOF**, this certifies that the requisite number of members of the Reatta Ridge Owners Association approved this Second Amendment and the attached Policy Statements in Exhibits A, B, and C. The Association Board of Directors has authorized the Treasurer to execute instruments on behalf of the Association and the documents shall become effective as of the date filed within the property records of Denton County, Texas or earlier as prescribed by law.

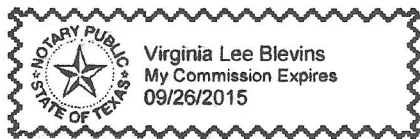
**SIGNED** on the 24th day of January 2012.

**Reatta Ridge Owners Association,**  
a Texas Nonprofit Corporation

By: *Charlotte E. Moore*  
Charlotte E Moore, Treasurer

THE STATE OF TEXAS §  
  §  
COUNTY OF DENTON §

This instrument was acknowledged before me on the 24<sup>th</sup> day of January 2012 by Charlotte Moore, Member of the Board of Directors and Treasurer of the Reatta Ridge Owners Association, a Texas Nonprofit Corporation, on behalf of the corporation.



*Virginia L. Blevins*  
Notary Public, The State of Texas



## APPENDIX A

### REATA RIDGE OWNERS ASSOCIATION DOCUMENT RETENTION POLICY

**PURPOSE.** The purpose of this policy is to comply with the minimum requirements of Texas Property Code Section 209.005(m) enacted by the 82<sup>nd</sup> Texas Legislature as House bill 2761, effective Jan. 1, 2012 which requires a property owner's association composed of more than 14 lots to adopt and comply with a document retention policy.

**EFFECTIVE DATE.** The policy is adopted by the Association to be in effect for all records beginning January 1, 2012 although the entire amendment will be effective upon the recording of the document in the Denton County, Texas Property Records.

**DOCUMENT RETENTION REQUIREMENTS.** At a minimum, the Association will retain the documents listed herein as required by Prop. Code Section 2009.005(m) for the periods stated by that section:

- 1) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
- 2) Financial books and records shall be retained for at least seven years;
- 3) Account records of current owners shall be retained for at least five years;
- 4) Contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term;
- 5) Minutes of meetings of the owners and the board of directors shall be retained for at least seven years; and
- 6) Tax returns and audit records shall be retained for at least seven years.

**CONSTRUCTION.** The policy may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records and information of the Association, including policies related to the destruction or storage of the items listed above and policies pertaining to the retention, storage, and destruction of other types of documents, records and information of the Association.

**APPLICABILITY.** Pursuant to SECTION 6(b) of House Bill 2761, this policy applies only with respect to books and records of the Association generated on or after January 1, 2012, the effective date of the law enacted by House Bill 2761.

**PUBLIC RECORDING.** The Association has resolved that it is the best interest of the Association to publicly record this administrative policy in the property records of Denton County pursuant to Prop. Code Section 202.006(b). All amendments, restatements, and supplements to this policy must also be publicly recorded in Denton County, Texas, unless State law clarifies that public recording of administrative policies, such as this policy, is not required.

## APPENDIX B

### REATA RIDGE OWNERS ASSOCIATION ALTERNATIVE PAYMENT SCHEDULE GUIDELINES

**PURPOSE.** The purpose of this policy is to comply with the requirements of Texas Property Code Section 209.0062 enacted by the 82<sup>nd</sup> Texas Legislature as House Bill 1821 and House Bill 1228, effective Jan. 1, 2012, which requires a property owner's association composed of more than 14 lots to adopt reasonable guidelines to establish an alternative payment schedule.

**POLICY EFFECTIVE DATE.** The policy is adopted by the Association to be in effect for all accounts beginning January 1, 2012 although the entire amendment will be effective upon the recording of the document in the Denton County, Texas Property Records.

**APPLICABILITY.** Pursuant to Section 209.0062 owners will be allowed to make partial payments under a payment schedule to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties or late fees. For purpose of this section, monetary penalties do not include interest. Interest may be applicable at the annual established rate noted in Article 7, Section 7.6.3 of the Bylaws.

**APPLICABILITY DATE.** Section 209.0062 of the Property Code applies only to an assessment or other debt that becomes due on or after January 1, 2012. An assessment or other debt that becomes due before the January 1, 2012 is governed by the law in effect immediately before that date and that law is continued for that purpose.

**TERM.** Although annual assessments are due and payable in January for the current year, there is provision for a payment plan of three months ending March 31<sup>st</sup> before penalties or interest become applicable. The minimum term of a payment plan offered by the Association for delinquent regular or special assessments or other amounts owed the association is three months. No payment plan is allowed to extend more than 18 months from the date of the owner's request for a payment plan.

**PRIOR DEFAULT.** The Association is not required to enter into a payment plan with an owner who has failed to honor the term of a previous payment plan during the two years following the owner's default under the previous plan.

**PRIORITY OF PAYMENTS.** A payment received by the Association from the owner shall be applied to the owner's debt in the following order of priority:

- 1) Any delinquent assessment;
- 2) Any current assessment;
- 3) Any attorney fees or third party collection costs incurred by the Association associated with or any other charge that could provide the basis for foreclosure;
- 4) Any attorney fees incurred by the association that are not subject to 3) above;
- 5) Any fines assessed by the Association; and
- 6) Any other amount owed to the Association.

**CURRENT DEFAULT.** When an owner is in default under a payment plan entered into with the Association and a payment is received:

- 1) The Association is not required to apply the payment in the order of priority stated above; and
- 2) In applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

**PUBLIC RECORDING.** Pursuant to Texas Property Code Section 209.006(d) these guidelines will be filed in the public real property records of Denton County, Texas. All amendments, restatements, and supplements to this policy must also be publicly recorded in Denton County.

*(End of Appendix B)*

## APPENDIX C

### REATA RIDGE OWNERS ASSOCIATION OPEN RECORDS PRODUCTION AND COPYING POLICY

The purpose of this policy is to comply with the requirement of Texas Property Code Section 209.005(i) enacted by the 82<sup>nd</sup> Texas Legislature as House bill 2761, effective Jan. 1, 2012.

**AUTHORITY.** If an open records request is made to the Association, the Association may charge the requestor all reasonable costs of materials, labor, and overhead for compiling, producing, and reproducing the requested information.

**CHARGES.** The rates which the Association may charge an owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code (Title 1, Part 3, Chapter 70). The charges listed herein are rates in effect on the date of this policy is adopted and will be deemed to change automatically with changes in the State's maximum permitted rates for Public Information requests.

#### Copy charges:

- Electronic image by e-mail - no copy charge
- Electronic image downloaded to USB drive – actual cost of drive
- Standard paper copy or scan - \$0.10 per page (double sided is 2 pages)
- Oversize paper copy or scan (such as 11X17) - \$0.50 per page
- Diskette or CD - \$1.00
- DVD - \$3.00

#### Labor Charge:

No labor charge if the request is for 50 or fewer pages.

\$15.00 per hour, in ¼ hour increments, for actual time to locate, compile, manipulate data, reproduce information, and redact confidential information for requests of more than 50 pages or for records in remote storage.

No labor charge for time spent reviewing the requested information to determine if the information qualifies for an exemption from open records.

#### Other Charges:

Actual postage, shipping charges, and miscellaneous supplies, if necessary, to transmit the reproduced information to the owner.

**SAVINGS CLAUSE.** Notwithstanding anything to the contrary in any writing or communication made by the Association, the Association will not in any event be entitled to receive or collect Open Records charges from an owner in amounts greater than the maximum amounts permitted by applicable law. If the Association charges or receives an amount in excess of the maximum charges permitted by law, the excess amount will be reimbursed to the owner.

**WAIVER.** The Association may reduce or waive some or all of the charges addressed by this Policy on a request by request basis, without waiving the right to charge such fees on future requests.

**PAYMENT.** The Association may require advance payment for the estimated charges addressed by this policy. Within 30 business days of the delivery of the requested information the Association will provide the owner an invoice of the actual charges. If the actual charges are less than the prepaid estimated charges, the Association will refund the difference within 30 business days. If the charges exceed the prepayment the difference is due and payable to the Association by the owner within 30 business days after the invoice is sent. If unpaid within 30 days the amount will be added to the owner's assessment account.

*(End of Appendix C)*