

CANYON RIDGE SPRINGS POA
MINUTES OF MEETING
OF THE BOARD OF DIRECTORS

January 24, 2015

A meeting of the Board of Directors (the "Board") of Canyon Ridge Springs POA (the "POA" or the "Community") was held at 9:30 a.m., on Saturday, January 24, 2015 at the Holiday Inn Express in Marble Falls.

Members Present: Doug Campbell
 Jennifer Garcia
 Rick Guerrero
 Stephen Nash

Stephen Nash, Acting President, presided as Chairman and called the meeting to order at 9:35 a.m. Jennifer Garcia was acting Secretary of the meeting. A quorum was present for the purpose of conducting business.

Approval of Minutes

The minutes of the previous meeting were approved as presented.

Director Vacancy

Stephen Nash noted with the resignation of Larry Wright in December, the Board had one vacancy. He stated that pursuant to the CRS By-laws, Article 5, Section 7, the remaining directors in office may appoint a successor Director to fill a vacancy on the Board. The Board unanimously adopted the following resolutions:

Whereas Larry Wright submitted his written resignation from the Board of Directors of Canyon Ridge Springs POA effective December 15, 2014; and

Whereas pursuant to Article 5, Section 7 of the By-Laws, the majority of the Directors then in office, may vote to fill any vacancy on the Board of Directors; and

Whereas, the Board believes it to be advisable to appoint Bob Whitwell to fill the vacancy created by the resignation of Larry Wright.

Now therefore, be it resolved, that effective immediately the Board hereby appoints Bob Whitwell to fill the unexpired term of Larry Wright.

Payment Policy Plan

Changes to the Texas Property Code require property owners' associations to adopt guidelines to establish a payment schedule by which an owner may make partial payments to the POA for delinquent regular or special assessments or any other amount owed to the association. Doug Campbell, Treasurer, reviewed and gave his approval to the proposed payment plan policy. Following a brief discussion, the Board of Directors adopted the following resolutions:

Whereas Chapter 209 of the Texas Property Code was amended to add Section 209 0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

Whereas the Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209 0062 of the Texas Property Code

Now therefore, be it resolved, that the Board adopts the payment policy attached hereto as *Exhibit A*

Further resolved, that the Association shall file a copy of the payment policy in the records of Travis and Burnet Counties

Record Retention Policy

Referring to materials distributed in advance of the meeting, Jennifer Garcia stated that the POA is required under the Texas Property Code to adopt a records retention policy. Following a brief discussion, the Board of Directors adopted the following resolutions:

Whereas Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) to require property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.

Whereas the Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

Now therefore, be it resolved, that the Board adopts the records retention policy attached hereto as Exhibit B.


Further resolved, that the Association shall file a copy of the payment policy in the records of Travis and Burnet Counties.

Independent Property Management Proposals

In light of the increasing number of vacancies on the Board and the fallout caused to relationships among neighbors in the community, the Board solicited information from two professional property management companies regarding outside management of the POA. It was noted that Article Five, Section 5 of the By-laws authorizes the Board to hire a professional independent management contractor and to determine compensation for those services.

Two bids were received from local management companies with extensive experience. The bids were lower than anticipated, in the neighborhood of \$60 per lot annually. A thorough discussion followed. It was decided the Board would inform the property owners at the annual meeting scheduled immediately following the Board meeting that the Board was looking into the possibility of hiring an independent property management company.

There being no further business to come before the Board, the meeting was adjourned at 10:35 a.m.



Jennifer Garcia
Secretary

Exhibit A

**Payment Plan Policy
For
Canyon Ridge Springs Property Owners Association**

Policy

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed the Association prior to the debt being turned over to a “collection agent” as that term is defined in Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan offered by the Association shall be a maximum of six (6) months, with the payments being equal payments of one-sixth (1/6th) of the delinquent amount included in the payment plan.
3. **Payment Plan Agreement.** The Owner shall be obligated to execute a payment plan agreement (“Payment Plan Agreement”) which sets forth the total amount to be paid, the term of the payment plan, the due date for the amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan shall not be effective until the Owner executes the required Payment Plan Agreement.
4. **Sums Included in Plan.** The payment plan shall include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan shall not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement shall provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.
5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business

on the third (3rd) business day following the date on which the payment is due, the Owner shall be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The association shall add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement reasonable costs for administering the payment plan, as follows: \$25.00 for the preparation of a Payment Plan Agreement and \$5.00 per payment for receiving, documenting and processing each payment. During the term of the payment plan, interest shall continue to accrue on delinquent assessments at the rate provided in the Declaration.
7. **Monthly Penalties.** During the term of the payment plan, the Association shall not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provide in Section 6 above. Monetary penalties include late charges and fees otherwise charged by the Association and/or any management company and added to the Owner's account as a result of the account being delinquent, if any.
8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner shall be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement shall automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner shall not be a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void shall not reinstate the Payment Plan Agreement.
9. **Owners Not Eligible 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.

Exhibit B

**Records Retention Policy
For
Canyon Ridge Springs Property Owners Association**

Policy

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. The Association is not required to retain any other records. As used herein “records” means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

Records Description	Records Retention Period
a. Financial records (including budgets, financial reports, bank records, and paid invoices); Federal tax returns, state tax returns (if any), audit reports, minutes and reports of committees; litigation files	Seven (7) years
b. Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the association) of current owners	Five (5) years
c. Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the association) of former owners	One (1) year after the former owner ceases to own a lot in the Association
d. Contracts, insurance policies, insurance claims and related documents	Four (4) years after the expiration of the term, policy or claim
e. Minutes of the meetings of the Board of Directors; Minutes of the meetings of the members, legal opinions issued by counsel for the Association; By-Laws; Covenants, Conditions and Restrictions and all amendments, supplements and annexation documents; deeds conveying real property to the Association	Permanently

2. Destruction of Documents.

The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the Association not listed in Section 1 above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of payment documents shall be by shredding, gapping and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents shall be by deletion from hard disks and reformatting of removable disks.