

FILED
In the Office of the
Secretary of State of Texas
MAR 06 2006

**CERTIFICATE OF FORMATION OF
ABREGO LAKE HOMEOWNERS ASSOCIATION**

Corporations Section

I, the undersigned, natural person of the age of twenty-one years or more, being a citizen of the State of Texas, acting as the organizer of a nonprofit corporation under the Texas Business Organizations Code, do hereby adopt the following Certificate of Formation:

**ARTICLE I.
NAME**

The name of the Corporation is ABREGO LAKE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Corporation" or the "Association."

**ARTICLE II.
NONPROFIT**

The Corporation is a nonprofit corporation.

**ARTICLE III.
PURPOSES**

The purposes of the Corporation shall be all lawful purposes of a nonprofit corporation, including but not limited to governing the Abrego Lake Subdivision, Wilson County, Texas, administering the Declaration of Covenants, Conditions and Restrictions for Abrego Lake Subdivision, Unit 1, as it now exists and as it may hereafter amended, maintaining and administering the common area of Abrego Lake Subdivision, and the common area of any additional properties which may come within the jurisdiction of the Association, collecting and disbursing the assessments and charges under the Declaration of Covenants, Conditions and Restrictions for Abrego Lake Subdivision, Unit 1, and similarly dealing with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

**ARTICLE IV.
MEMBERSHIP**

Every record owner, whether one or more persons or entities, of fee simple title in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership interests in the Corporation shall be uncertificated.

**ARTICLE V.
VOTING RIGHTS**

The Association shall have the following classes of membership:

Class A. Class A Members shall be all those Owners as defined in Article V above, with the exception of the Developer and Builder Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest of interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer and Builder Members. Class B Members shall be entitled to ten votes for each Lot in which they hold the interest, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following, events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2020.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Lot in which they hold the interest required for membership.

**ARTICLE VI.
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a governing authority, hereby designated as a Board of Directors. There shall be three Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. Until the election of the Directors at the first annual meeting of the Members, the three Initial Board of Directors, listed in Article X, shall so serve.

At the first annual meeting, Members shall elect the entire Board of Directors as follows: one Director shall be elected for a term of one year, one Director shall be elected for a term of two years, and one Director shall be elected to a term of three years; thereafter, all Directors shall be elected for three year terms.

**ARTICLE VII.
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident

to a merger or consolidation, the assets of the Association shall be distributed in the manner provided by Section 22.304, Texas Business Organizations Code.

**ARTICLE VIII.
AMENDMENTS**

Amendment of these Articles shall require the assent of three-fourths (3/4) of the membership.

**ARTICLE IX.
REGISTERED AGENT**

The street address of the initial registered office of the Corporation is P.O. Box 130, La Vernia, TX 78121 and the name of its registered agent at such address is Kevin D. Brown.

**ARTICLE X.
INITIAL BOARD OF DIRECTORS**

The names and addresses of the persons who are to serve as the Initial Directors are:

Kevin D. Brown	P.O. Box 1138, La Vernia, TX 78121
Stuart Falkin	72 Forrest Hill Road, West Orange, NJ 07052
Albert Platnick	18 Birchwood Drive, Livingston, NJ 07039

**ARTICLE XI.
ORGANIZER**

The name and street address of the Organizer is:

Name: Kevin D. Brown
Address: P.O. Box 1138, La Vernia, TX 78121

Executed this the _____ day of February, 2006.



KEVIN D. BROWN


COMPARED

**MANAGEMENT CERTIFICATE FOR
ABREGO LAKE HOMEOWNERS ASSOCIATION**

The following information is being provided pursuant to Section 209.004, Texas Property Code.

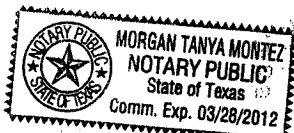
- 1. Name of Subdivision **Abrego Lake**
- 2. Name of Association **Abrego Lake Homeowners Association**
- 3. Mailing Address **P.O. Box 780428
San Antonio, Texas 78278-0428**
- 4. Subdivision Data Information **Vol 10, Pgs 10-11, 12-14, 27-29, and 64-65 of the Deed
and Plat Records of Wilson County, Texas**
- 5. Declaration Information **Vol 1326, Pg 625, Vol 1336, Pg 218, Vol 1381,
Pg 410, and Vol 1442, Pg 114 of the Official Public
Records of Real Property of Wilson County, Texas**
- 6. Association Management or Representative **Homeowner's Service Co.
c/o Gerry Yost
P.O. Box 780428
San Antonio, Texas 78278-0428**

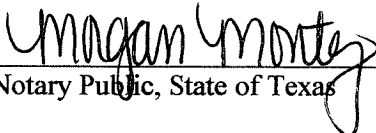
**Abrego Lake Homeowners Association
A Texas Non-Profit Corporation**


By: Kevin D. Brown, President

**STATE OF TEXAS
COUNTY OF WILSON**

This instrument has been acknowledged on this 16th day of October, 2009, by person whose name and signature appears above.




Notary Public, State of Texas

**AFTER RECORDING RETURN TO
Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428**

PORTIONS OF THIS DOCUMENT MAY
NOT BE LEGIBLE/REPRODUCIBLE
WHEN RECEIVED FOR RECORDING

**NOTICE OF FILING OF
DEDICATORY INSTRUMENTS OF
ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.**
Revised August 22, 2018

STATE OF TEXAS S
COUNTY OF WILSON S

KNOW ALL MEN BY THESE PRESENTS:

Notice is hereby given to all persons with any interest in or claim to any parts of the property with Abrego Lake Subdivision that said property is subject to the attached dedicatory instruments, to wit:

1. Architectural Guidelines- Units 1 to 4
2. Architectural Guidelines – Unit 5 to 8

The foregoing constitute some but not all of the dedicatory instruments of the Association.

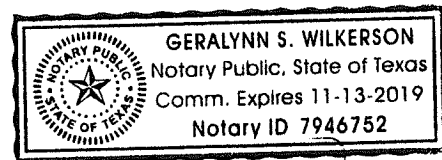
By their signature below the President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.

Thus executed 22 day of August, 2018

Abrego Lake Homeowners Association, Inc.

By: Ronald Allan Brooks
Ronald Allan Brooks, Its President

Attest:
By: Keith W. Wildes
Keith Wildes, Its Secretary



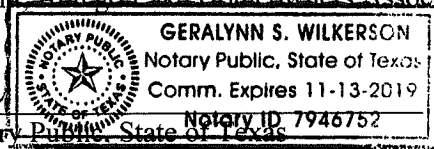
Geralynn S. Wilkerson

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Ronald Allan Brooks, President, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Gerallynn S. Wilkerson
Notary Public, State of Texas

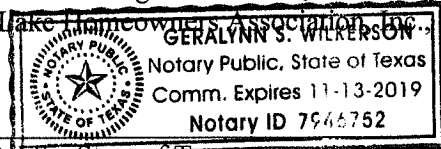


STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Keith Wildes, Secretary, Abrego Lake Homeowners Association, Inc. on the date of execution set forth above.

Gerallynn S. Wilkerson
Notary Public, State of Texas



AFTER FILING AND RECORDING RETURN TO:

Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428

FWK

ABREGO LAKE HOMEOWNERS ASSOCIATION INC.

Request for improvement and reply form

Lot Owner _____

Lot Number _____ Unit Number _____

Mailing Address _____

Phone _____ Email _____ Cell _____

Owner/Builder is responsible for compliance with all of the HOA/CCR/ACC building requirements.

Approval requested for (attached 1 full set of detailed construction plans):

___ New House ___ Detached Garage or Carport ___ Fence
___ Driveway ___ Other (please describe) _____

Start date _____ Signature of Owner _____

FOR ACC USE ONLY:

Request: ___ Approved ___ Approved with conditions ___ Denied

If request approved with conditions, state required conditions below:

If request denied, state changes required for request to be reconsidered for approval:

Committee Member _____ **Date** _____

Committee Member _____ **Date** _____

ATTACHMENT B

**ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
ARCHITECTURAL DESIGN GUIDELINES
FOR ABREGO LAKE SUBDIVISION UNIT 8**

Article V of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision (“Declaration”) states “No building, fence, wall, outbuilding, driveway, flatwork or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the Subdivision until the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function (“Required Plans”), are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration.”.

Pursuant to Article XIII of the Declaration, this document and related exhibits shall serve as the Architectural Design Guidelines for the Subdivision. These guidelines do not supercede, invalidate, or otherwise nullify any covenant, condition, or restriction contained in the Declaration, but rather provide guidance and clarification regarding the architectural design, ACC approval, and construction of lot improvements. The ACC reserves the right to add to, delete from, or further clarify any provision contained herein in its sole discretion, provided however that such changes may not cause a conflict with the Declaration.

APPROVAL OF IMPROVEMENTS: To receive approval for improvements to a Subdivision lot, the Owner shall submit the following to the ACC:

- 1) A completed Request for Improvement and Reply Form – See Exhibit 1.
- 2) The Required Plans:
 - a. Two complete sets of construction plans prepared on a minimum ¼” scale. One of these sets will be retained in the ACC records for the lot, the other will be returned to the Owner after review. For dwelling or other structural improvements, the plans must contain a floor plan depicting room sizes and layouts, exterior elevations depicting type of finish, and a plan or statement indicating the foundation type.
 - b. Two copies of a site plan for the proposed improvement(s). This plan must show the location of existing and proposed improvements to the lot and denote any trees to be removed for construction. Also, the location of any garage doors or carport entries must be noted. Hand drawn site plans are acceptable, however they must be to scale.

Initialed for Identification Buyer _____ Seller _____

Attachment B - Architectural Design Guidelines, Page 2

- 3) Any other documents or items the Owner or the ACC deems appropriate to aid in obtaining approval. Examples might include pictures, products samples, product reviews, etc.

Within thirty days after submittal of the above, the ACC shall notify the Owner in writing whether construction of the proposed improvement has been approved, approved with conditions, or denied. Submittal of the above in a complete and orderly manner **MAY** result in a faster response. Missing or incomplete items **WILL** delay the ACC response beyond thirty days.

CONSTRUCTION REQUIREMENTS / USE RESTRICTIONS: Articles VI and VII of the Declaration address the specific requirements concerning construction, use, and maintenance of dwellings and other structures in the Subdivision. The following guidelines, listed by the applicable Section of the Articles, will assist you in fulfilling these requirements:

- 1) Section 6.01 Dwellings
 - a. When determining compliance with minimum square footage requirements, air-conditioned space will be used for the living area calculation.
 - b. All dwellings must be connected to an approved and properly permitted septic system. Permitting and approval are handled locally by:
Wilson County Health and Public Safety Office
2 Library Lane, Suite 4
Floresville, TX 78114
830-393-7346
 - c. All dwellings must be connected to the water and electrical systems of the Subdivision. Current providers for these services are:
 - i. Water – Oak Hills Water Supply Corporation
6646 US Hwy 181 North
Floresville, TX 78114
830-393-7739
See Exhibit 2 for related fees.
 - ii. Electrical – Floresville Electric Light and Power System (FELPS)
1400 Fourth Street
Floresville, TX 78114
830-216-7000
Contact FELPS for pricing and deposit requirements.
- 2) Section 6.03 Garage and Carport Entries – Garage and carport entries for residential dwellings must be on the side or rear of the structure. For corner lots, the garage or carport entry may face a side lot line even though that lot line may

Attachment B - Architectural Design Guidelines, Page 3

front a street. Garage and carport entries for outbuildings may be on the front of the structure provided that the structure is set back at least 40 feet from the front of the residential dwelling and at least 100 feet from the front lot line. The ACC reserves the right to regulate and determine, in its sole discretion, the positioning of any garage or carport entry.

- 3) Section 7.03 Fences – All fences must be constructed with new materials and approved in writing by the ACC. Fences that impede the free flow of water in natural drainage channels or 100-year flood prone areas will not be approved. Barbed wire fencing is not allowed. Field fencing or chain link fencing may be used provided such fencing does not extend forward from the front plane of the dwelling as determined by the ACC in its sole discretion.
- 4) Section 7.13 Driveways – Driveway permitting is handled locally by the Wilson County Health and Public Safety Office (see above for phone number). Driveways accessing streets within the Subdivision must be at least ten feet wide and be constructed of concrete from the street to the dwelling.

Driveways installation must not alter or impede storm water drainage, particularly in the Wilson County right-of-way. Culvert requirements are administered by the Wilson County Health and Pubic Safety Office. If required for a lot, culverts must be corrugated metal pipe, reinforced concrete pipe, or corrugated plastic drainage pipe. Concrete safety end treatments must be installed with a slope no greater than 4 to 1 on all culvert pipes.

Driveways for dwellings must be completed no later that six months following the commencement of the home construction as defined in the Declaration. When constructing speculative homes, Builders (as defined in the Declaration) may request approval from the ACC to extend the six-month period and defer construction of the dwelling driveway until a buyer has executed a sales contract on the dwelling. If such extension is approved by the ACC, the Builder shall cause the driveway to be constructed prior to closing of the sale. The intent of this guideline is to allow homebuyers flexibility in determining the final driveway layout.

I have received and read a copy of these Architectural Design Guidelines and a copy of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision. I agree to comply with these guidelines and the Declaration and to apply for and receive written ACC approval prior to constructing any improvements within the Subdivision.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Initialed for Identification Buyer _____ Seller _____

SCANNED

CONFIRMED

80673607 BP 281 2848 501

RESOLUTION OF THE BOARD OF DIRECTORS
OF **ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.**
REGARDING PAYMENT PLAN GUIDELINES
Revised 8-22-18

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, **Abrego Lake Homeowners Association, Inc.**, acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to wit:

1. All payment plans must be in writing, signed by one or more owners of property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following of the approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion ; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 22 day of August, 2018

Abrego Lake Homeowners Association, Inc.

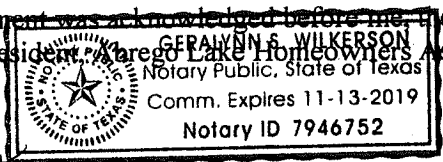
By: Ronald Allan Brooks
Ronald Allan Brooks, Its President

Attest:
By: Keith W. Wildes
Keith Wildes, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Ronald Allan Brooks, President, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

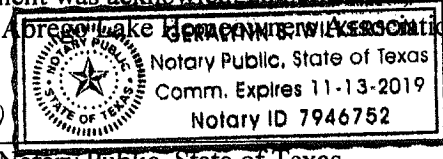


Geraldine Wilkerson
Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Keith Wildes, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above.



Geraldine Wilkerson
Notary Public, State of Texas

AFTER FILING AND RECORDING RETURN TO:

Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428

FR

Filed for Recording in:
Wilson County
to Honorable Eva Martinez
County Clerk
On: Aug 23, 2018 at 3:11P
As a Recording

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.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 2048 and Page: 501 of the named records of Wilson County as stamped hereon by me.

Aug 23, 2018

Document Number: 00026637
Total Fees: 30.00

Parcel Number - 222195
04
Geosino Ltd.



Eva Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

SCANNED
COMPARED

Doc
00073303

Bk
0P

Vol
2043

PG
503

RESOLUTION OF THE BOARD OF DIRECTORS
OF ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY
Revised 8-22-18

STATE OF TEXAS S
COUNTY OF WILSON S

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.0062, Texas Property Code, **Abrego Lake Homeowners Association, Inc.**, acting through its Board of Directors, has adopted the following record retention policy, to wit:

- (1) the certificate of formation (formerly known as articles of incorporation), by-laws restrictive covenants, and all amendments to the certificate of formation, by-laws, and covenants shall be retained permanently;
 - (2) financial books and record shall be retained for seven years;
 - (3) account records of current owners, shall be retained for five years,
 - (4) contracts with a term year of one year or more shall be retained for four years after the expiration of the contract term;
 - (5) minutes of meetings of the owners and the board shall be retained for seven years;
- and
- (6) tax returns and audit records shall be retained for seven years.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 22 day of August, 2018

Abrego Lake Homeowners Association, Inc.

By: Ronald Allan Brooks
Ronald Allan Brooks, Its President

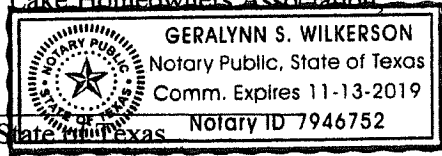
Attest:
By: Keith W. Wildes
Keith Wildes, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Ronald Allan Brooks, President, Abrego Lake Homeowners Association Inc., on the date of execution set forth above

Geraldyn S. Wilkerson
Notary Public, State of Texas

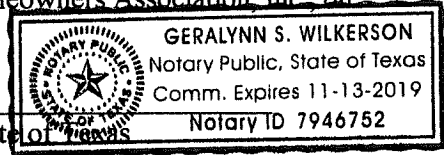


STATE OF TEXAS S

COUNTY OF WILSON S

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Geraldyn S. Wilkerson
Notary Public, State of Texas



AFTER FILING AND RECORDING RETURN TO:

FK Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk
On: Aug 23, 2018 at 02:11P
As a Recording

Document Number: 00076608
Total Fees: 30.00

Receipt Number - 222195
By: Georgia Lira

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.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 2048 and Page: 503 of the named records of: Wilson County as stamped hereon by me.

Aug 23, 2018



Eva Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

RESOLUTION OF THE BOARD OF DIRECTORS
OF **ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.**
REGARDING RECORDS PRODUCTION AND COPYING POLICY
Revised 8-22-18

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, **Abrego Lake Homeowner Association, Inc.**, acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to wit:

(a) Copy charge

(1) Standard paper copy. The charge for standard paper reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette - \$1.00
- (B) Magnetic tape – actual cost
- (C) Data cartridge – actual cost
- (D) Tape cartridge – actual cost
- (E) Rewritable CD (CD-RW) - \$1.00
- (F) Non-rewritable CD (CD-R) - \$1.00
- (G) Digital video disc (DVD) - \$3.00
- (H) JAZ drive-actual cost
- (I) Other electronic media- actual cost
- (J) VHS video cassette-\$2.50
- (K) Audio cassette - \$1.00
- (L) Oversize paper copy (e.g. 11 inches by 17 inches, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50;
- (M) Specialty paper (e.g. Mylar, blueprint, blue line, map, photographic – actual cost.

(b) Labor charge for locating, compiling, manipulating data and reproducing information.

(1) The charge for labor cost incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or few pages of paper records, unless the documents to be copies are located in:

- (A) Two or more separate buildings that are not physically connected with each other, or
- (B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise

obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for request of 50 or fewer pages, unless the request the documents to be copied are located in:

- (A) Two or more separate buildings that are not physically connected with each other, or
- (B) A remote storage facility.

(5) For purposes of paragraph (2) (A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% for the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20=\$3.00

(d) Remote document retrieval charge.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) Miscellaneous supplies

The actual costs of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

(f) Postal and shipping charges

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By the signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 22 day of August, 2018

Abrego Lake Homeowners Association, Inc.

By: Ronald Allan Brooks
Ronald Allan Brooks, Its President

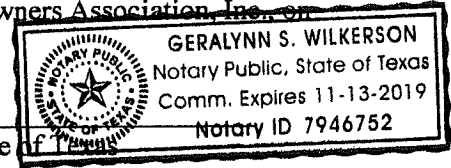
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By: Keith W. Wildes
Keith Wildes, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Ronald Allan Brooks, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Geralynn S. Wilkerson
Notary Public, State of Texas

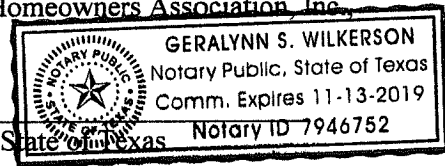


STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Keith Wildes, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above.

Geralynn S. Wilkerson
Notary Public, State of Texas



AFTER FILING AND RECORDING RETURN TO:

Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428

FKP

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk
On: Aug 23, 2018 at 02:11P
As a Recordings

Document Number: 00076609
Total Fees: 34.00

Receipt Number - 222195
By:
Georsina Lira

Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Value: 2048 and Fees: 305 of the named records of Wilson County as stamped hereon by me.

Aug 23, 2018



Eva Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

NOTICE OF FILING OF DEDICATORY INSTRUMENTS OF ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Notice is hereby given to all persons with any interest in or claim to any parts of the property with Abrego Lake Subdivision that said property is subject to the attached dedicatory instruments, to wit:

- 1. Architectural Guidelines- Units 1 to 4
2. Architectural Guidelines - Unit 5

The foregoing constitute some but not all of the dedicatory instruments of the Association.

By their signature below the President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.

Thus executed 2nd day of January, 2012

Abrego Lake Homeowners Association, Inc.

By: [Signature] Kevin D. Brown, Its President

Attest: [Signature] Stuart R. Falkin, Its Secretary

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

STATE OF TEXAS S

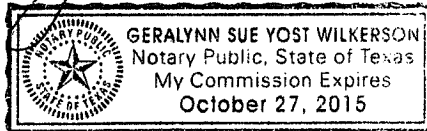
COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kevin D. Brown, President, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Gerallynn Sue Yost Wilkerson
Notary Public, State of Texas

STATE OF TEXAS S

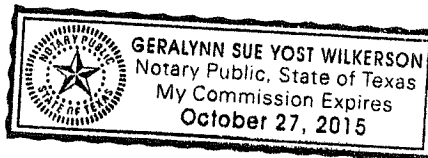
COUNTY OF WILSON S



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Stuart R. Falkin, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Gerallynn Sue Yost Wilkerson
Notary Public, State of Texas

F.R.P. **AFTER RECORDING RETURN TO:**
Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428



PORTIONS OF THIS DOCUMENT MAY
NOT BE LEGIBLE/REPRODUCIBLE
WHEN RECEIVED FOR RECORDING

ATTACHMENT B

ABREGO LAKE HOMEOWNERS ASSOCIATION, INC. ARCHITECTURAL CONTROL COMMITTEE ARCHITECTURAL DESIGN GUIDELINES

Units 1 to 4

Article V of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision ("Declaration") states "No building, fence, wall, outbuilding, driveway, flatwork or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the Subdivision until the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration."

Pursuant to Article XII of the Declaration, this document and related exhibits shall serve as the Architectural Design Guidelines for the Subdivision. These guidelines do not supercede, invalidate, or otherwise nullify any covenant, condition, or restriction contained in the Declaration, but rather provide guidance and clarification regarding the architectural design, ACC approval, and construction of lot improvements. The ACC reserves the right to add to, delete from, or further clarify any provision contained herein in its sole discretion, provided however that such changes may not cause a conflict with the Declaration.

APPROVAL OF IMPROVEMENTS: To receive approval for improvements to a Subdivision lot, the Owner shall submit the following to the ACC:

- 1) A completed Request for Improvement and Reply Form – See Exhibit 1.
- 2) The Required Plans:
 - a. Two complete sets of construction plans prepared on a minimum 1/4" scale. One of these sets will be retained in the ACC records for the lot, the other will be returned to the Owner after review. For dwelling or other structural improvements, the plans must contain a floor plan depicting room sizes and layouts, exterior elevations depicting type of finish, and a plan or statement indicating the foundation type.
 - b. Two copies of a site plan for the proposed improvement(s). This plan must show the location of existing and proposed improvements to the lot and denote any trees to be removed for construction. Also, the location of any garage doors or carport entries must be noted. Hand drawn site plans are acceptable, however they must be to scale.

Initialed for Identification Buyer _____ Seller _____

- 3) Any other documents or items the Owner or the ACC deems appropriate to aid in obtaining approval. Examples might include pictures, products samples, product reviews, etc.

Within thirty days after submittal of the above, the ACC shall notify the Owner in writing whether construction of the proposed improvement has been approved, approved with conditions, or denied. Submittal of the above in a complete and orderly manner **MAY** result in a faster response. Missing or incomplete items **WILL** delay the ACC response beyond thirty days.

CONSTRUCTION REQUIREMENTS / USE RESTRICTIONS: Articles VI and VII of the Declaration address the specific requirements concerning construction, use, and maintenance of dwellings and other structures in the Subdivision. The following guidelines, listed by the applicable Section of the Articles, will assist you in fulfilling these requirements:

1) Section 6.01 Dwellings

- a. When determining compliance with minimum square footage requirements, air-conditioned space will be used for the living area calculation.
- b. All dwellings must be connected to an approved and properly permitted septic system. Permitting and approval are handled locally by:
Wilson County Health and Public Safety Office
2 Library Lane, Suite 4
Floresville, TX 78114
830-393-7346
- c. All dwellings must be connected to the water and electrical systems of the Subdivision. Current providers for these services are:
 - i. Water – Oak Hills Water Supply Corporation
6646 US Hwy 181 North
Floresville, TX 78114
830-393-7739
See Exhibit 2 for related fees.
 - ii. Electrical – Floresville Electric Light and Power System (FELPS)
1400 Fourth Street
Floresville, TX 78114
830-216-7000
Contact FELPS for pricing and deposit requirements.

- 2) Section 6.03 Garage and Carport Entries – Garage and carport entries for residential dwellings must be on the side or rear of the structure. For corner lots, the garage or carport entry may face a side lot line even though that lot line may

Initialed for Identification Buyer _____ Seller _____

front a street. Garage and carport entries for outbuildings may be on the front of the structure provided that the structure is set back at least 40 feet from the front of the residential dwelling and at least 100 feet from the front lot line. The ACC reserves the right to regulate and determine, in its sole discretion, the positioning of any garage or carport entry.

- 3) Section 6.04 Masonry – The basic masonry requirement is that 75% (or all side and front facing walls of the exterior must be constructed of rock, brick or stucco. While stucco may be used, at least 40% of the masonry requirement must be met with rock or brick. In other words, when using stucco in meeting the masonry requirement, at least 30% (40% of 75%) of the exterior of the dwelling must be constructed with rock or brick.
- 4) Section 7.03 Fences – All fences must be constructed with new materials and approved in writing by the ACC. Fences that impede the free flow of water in natural drainage channels or 100-year flood prone areas will not be approved. Barbed wire fencing is not allowed. Field fencing or chain link fencing may be used provided such fencing does not extend forward from the front plane of the dwelling as determined by the ACC in its sole discretion.
- 5) Section 7.13 Driveways – Driveway permitting is handled locally by the Wilson County Health and Public Safety Office (see above for phone number). Driveways accessing streets within the Subdivision must be at least ten feet wide and be paved from the street to the dwelling. Acceptable paving materials are:
 - a. Concrete with broom, pebble, washed, stained and/or stamped finish.
 - b. Type C HMAc asphalt (“hot mix”).
 - c. Two-course surface treatment (commonly referred to as chip-seal).
 - d. Masonry pavers such as brick or flagstone provided however that they are professionally installed in a manner that will prevent unsightly settling and growth of vegetation or weeds in or on the driveway.

Use of any other paving material must be approved in advance by the ACC. Paving materials that allow the infiltration or growth of vegetation or weeds will not be allowed. Road base, pit run, fly ash, and cement stabilized sand are acceptable for driveway sub-base, however their use for the final paved finish will not be allowed.

Driveways installation must not alter or impede storm water drainage, particularly in the Wilson County right-of-way. Culvert requirements are administered by the Wilson County Health and Pubic Safety Office. If required, culverts must be corrugated metal pipe, reinforced concrete pipe, or corrugated plastic drainage pipe. Minimum size is 12 inch diameter and safety end treatments must be installed with a slope no greater than 3 to 1.

Driveways for dwellings must be completed no later than six months following the commencement of the home construction as defined in the Declaration. When constructing speculative homes, Builders (as defined in the Declaration) may request approval from the ACC to extend the six-month period and defer construction of the dwelling driveway until a buyer has executed a sales contract on the dwelling. If such extension is approved by the ACC, the Builder shall cause the driveway to be constructed prior to closing of the sale. The intent of this guideline is to allow homebuyers flexibility in determining the final paving material.

- 6) Swimming Pools – Swimming pools that have any portion of the swimming area installed above ground swimming must be completely screened from street view with either landscaping or fencing meeting the requirements of the Declaration and these guidelines.

I have received and read a copy of these Architectural Design Guidelines and a copy of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision. I agree to comply with these guidelines and the Declaration and to apply for and receive written ACC approval prior to constructing any improvements within the Subdivision.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

ABREGO LAKE HOMEOWNERS ASSOCIATION INC.
EXHIBIT 1
Request for improvement and reply form

Lot Owner: _____

Lot Number: _____ Unit Number: _____

Mailing Address _____

Phone _____ Fax _____ Cell _____

Approval requested for (attached 2 full sets of detailed construction plans):

- New House Detached Garage or Carport Fence
- Driveway Other (please describe) _____

Start date _____ Signature of Owner _____

FOR ACC USE ONLY:

Request: Approved Approved with conditions Denied

If request approved with conditions, state required conditions below:

If request denied, state changes required for request to be reconsidered for approval:

Committee Member

Date

Committee Member

Date

ATTACHMENT B

Doc 00011320 Bk DP Vol 1250 Pg 914

**ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE
ARCHITECTURAL DESIGN GUIDELINES
FOR ABREGO LAKE SUBDIVISION UNIT 5**

Article V of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision (“Declaration”) states “No building, fence, wall, outbuilding, driveway, flatwork or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the Subdivision until the complete plans including site plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function (“Required Plans”), are submitted and approved in writing by the ACC as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration.”.

Pursuant to Article XIII of the Declaration, this document and related exhibits shall serve as the Architectural Design Guidelines for the Subdivision. These guidelines do not supercede, invalidate, or otherwise nullify any covenant, condition, or restriction contained in the Declaration, but rather provide guidance and clarification regarding the architectural design, ACC approval, and construction of lot improvements. The ACC reserves the right to add to, delete from, or further clarify any provision contained herein in its sole discretion, provided however that such changes may not cause a conflict with the Declaration.

APPROVAL OF IMPROVEMENTS: To receive approval for improvements to a Subdivision lot, the Owner shall submit the following to the ACC:

- 1) A completed Request for Improvement and Reply Form – See Exhibit 1.
- 2) The Required Plans:
 - a. Two complete sets of construction plans prepared on a minimum 1/4” scale. One of these sets will be retained in the ACC records for the lot, the other will be returned to the Owner after review. For dwelling or other structural improvements, the plans must contain a floor plan depicting room sizes and layouts, exterior elevations depicting type of finish, and a plan or statement indicating the foundation type.
 - b. Two copies of a site plan for the proposed improvement(s). This plan must show the location of existing and proposed improvements to the lot and denote any trees to be removed for construction. Also, the location of any garage doors or carport entries must be noted. Hand drawn site plans are acceptable, however they must be to scale.

Initialed for Identification Buyer _____ Seller _____

- 3) Any other documents or items the Owner or the ACC deems appropriate to aid in obtaining approval. Examples might include pictures, products samples, product reviews, etc.

Within thirty days after submittal of the above, the ACC shall notify the Owner in writing whether construction of the proposed improvement has been approved, approved with conditions, or denied. Submittal of the above in a complete and orderly manner **MAY** result in a faster response. Missing or incomplete items **WILL** delay the ACC response beyond thirty days.

CONSTRUCTION REQUIREMENTS / USE RESTRICTIONS: Articles VI and VII of the Declaration address the specific requirements concerning construction, use, and maintenance of dwellings and other structures in the Subdivision. The following guidelines, listed by the applicable Section of the Articles, will assist you in fulfilling these requirements:

- 1) Section 6.01 Dwellings
 - a. When determining compliance with minimum square footage requirements, air-conditioned space will be used for the living area calculation.
 - b. All dwellings must be connected to an approved and properly permitted septic system. Permitting and approval are handled locally by:
 Wilson County Health and Public Safety Office
 2 Library Lane, Suite 4
 Floresville, TX 78114
 830-393-7346
 - c. All dwellings must be connected to the water and electrical systems of the Subdivision. Current providers for these services are:
 - i. Water – Oak Hills Water Supply Corporation
 6646 US Hwy 181 North
 Floresville, TX 78114
 830-393-7739
 See Exhibit 2 for related fees.
 - ii. Electrical – Floresville Electric Light and Power System (FELPS)
 1400 Fourth Street
 Floresville, TX 78114
 830-216-7000
 Contact FELPS for pricing and deposit requirements.
- 2) Section 6.03 Garage and Carport Entries – Garage and carport entries for residential dwellings must be on the side or rear of the structure. For corner lots, the garage or carport entry may face a side lot line even though that lot line may

front a street. Garage and carport entries for outbuildings may be on the front of the structure provided that the structure is set back at least 40 feet from the front of the residential dwelling and at least 100 feet from the front lot line. The ACC reserves the right to regulate and determine, in its sole discretion, the positioning of any garage or carport entry.

- 3) Section 7.03 Fences – All fences must be constructed with new materials and approved in writing by the ACC. Fences that impede the free flow of water in natural drainage channels or 100-year flood prone areas will not be approved. Barbed wire fencing is not allowed. Field fencing or chain link fencing may be used provided such fencing does not extend forward from the front plane of the dwelling as determined by the ACC in its sole discretion.
- 4) Section 7.13 Driveways – Driveway permitting is handled locally by the Wilson County Health and Public Safety Office (see above for phone number). Driveways accessing streets within the Subdivision must be at least ten feet wide and be constructed of concrete from the street to the dwelling.

Driveways installation must not alter or impede storm water drainage, particularly in the Wilson County right-of-way. Culvert requirements are administered by the Wilson County Health and Pubic Safety Office. If required for a lot, culverts must be corrugated metal pipe, reinforced concrete pipe, or corrugated plastic drainage pipe. Concrete safety end treatments must be installed with a slope no greater than 4 to 1 on all culvert pipes.

Driveways for dwellings must be completed no later that six months following the commencement of the home construction as defined in the Declaration. When constructing speculative homes, Builders (as defined in the Declaration) may request approval from the ACC to extend the six-month period and defer construction of the dwelling driveway until a buyer has executed a sales contract on the dwelling. If such extension is approved by the ACC, the Builder shall cause the driveway to be constructed prior to closing of the sale. The intent of this guideline is to allow homebuyers flexibility in determining the final driveway layout.

I have received and read a copy of these Architectural Design Guidelines and a copy of the Declaration of Covenants, Conditions, and Restrictions for the Abrego Lake Subdivision. I agree to comply with these guidelines and the Declaration and to apply for and receive written ACC approval prior to constructing any improvements within the Subdivision.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Initialed for Identification Buyer _____ Seller _____

ABREGO LAKE HOMEOWNERS ASSOCIATION INC.

Request for improvement and reply form

085 11320 BK Vol PG
000 1850 917

Lot Owner: _____

Lot Number: _____ Unit Number: _____

Mailing Address _____

Phone _____ Fax _____ Cell _____

Approval requested for (attached 1 full set of detailed construction plans):

- New House Detached Garage or Carport Fence
- Driveway Other (please describe) _____

Start date _____ Signature of Owner _____

FOR ACC USE ONLY:

Request: Approved Approved with conditions Denied

If request approved with conditions, state required conditions below:

If request denied, state changes required for request to be reconsidered for approval:

Committee Member

Date

Committee Member

Date

RESOLUTION OF THE BOARD OF DIRECTORS
OF ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.
REGARDING PAYMENT PLAN GUIDELINES

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, **Abrego Lake Homeowners Association, Inc.**, acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to wit:

1. All payment plans must be in writing, signed by one or more owners of property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following of the approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion ; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 2nd day of January, 2012

Abrego Lake Homeowners Association, Inc.

By: [Signature]
Kevin D. Brown, Its President

Attest:
By: [Signature]
Stuart R. Falkin, Its Secretary

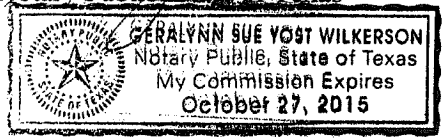
STATE OF TEXAS S
COUNTY OF WILSON S

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Kevin D. Brown**, President, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

[Signature]
Notary Public, State of Texas

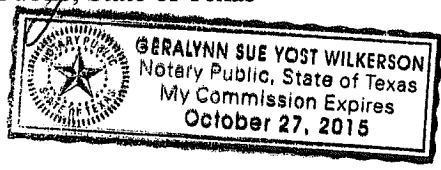
STATE OF TEXAS S
COUNTY OF WILSON S



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Stuart R. Falkin**, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above.

[Signature]
Notary Public, State of Texas

EXR:
AFTER RECORDING RETURN TO:
Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428



Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1250 and Page: 919 of the named records of: Wilson County as stamped hereon by me.

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk
On: Mar 08, 2012 at 04:12P
As a Recording

Document Number: 00011321
Total Fees: 20.00

Receipt Number - 133316
By:
Oralia Vela

Mar 08, 2012
[Signature]
COUNTY CLERK
WILSON COUNTY, TEXAS



SCANNED

RESOLUTION OF THE BOARD OF DIRECTORS OF ABREGO LAKE HOMEOWNERS ASSOCIATION, INC. REGARDING RECORDS RETENTION POLICY

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, Abrego Lake Homeowners Association, Inc., acting through its Board of Directors, has adopted the following record retention policy, to wit:

- (1) the certificate of formation (formerly known as articles of incorporation), by-laws restrictive covenants, and all amendments to the certificate of formation, by-laws, and covenants shall be retained permanently;
(2) financial books and record shall be retained for seven years;
(3) account records of current owners, shall be retained for five years,
(4) contracts with a term year of one year or more shall be retained for four years after the expiration of the contract term;
(5) minutes of meetings of the owners and the board shall be retained for seven years;
and
(6) tax returns and audit records shall be retained for seven years.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 2nd day of January, 2012

Abrego Lake Homeowners Association, Inc.

By: [Signature] Kevin D. Brown, Its President

Attest: [Signature] Stuart R. Falkin, Its Secretary

STATE OF TEXAS S

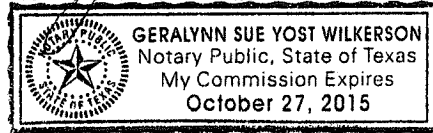
COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Kevin D. Brown**, President, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Geralynn Sue Yost Wilkerson
Notary Public, State of Texas

STATE OF TEXAS S

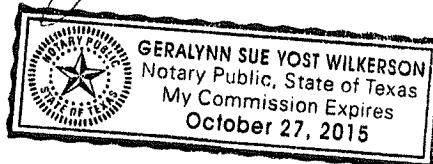
COUNTY OF WILSON S



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by **Stuart R. Falkin**, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above.

Geralynn Sue Yost Wilkerson
Notary Public, State of Texas

FLR
AFTER RECORDING RETURN TO:
Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428



Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk
On: Mar 08, 2012 at 04:12P
As a Recording

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

Document Number: 00011322
Total Fees: 20.00

Receipt Number - 133316
By: Oralia Vela

Any provision herein which restricts the sale, rental, or use of the described realproperty because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1650 and Page: 921 of the named records of: Wilson County as stamped hereon by me.

Mar 08, 2012

Eva Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS

RESOLUTION OF THE BOARD OF DIRECTORS
 OF **ABREGO LAKE HOMEOWNERS ASSOCIATION, INC.**
 REGARDING RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, **Abrego Lake Homeowner Association, Inc.**, acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to wit:

(a) Copy charge

(1) Standard paper copy. The charge for standard paper reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette - \$1.00
- (B) Magnetic tape – actual cost
- (C) Data cartridge – actual cost
- (D) Tape cartridge – actual cost
- (E) Rewritable CD (CD-RW) - \$1.00
- (F) Non-rewritable CD (CD-R) - \$1.00
- (G) Digital video disc (DVD) - \$3.00
- (H) JAZ drive-actual cost
- (I) Other electronic media- actual cost
- (J) VHS video cassette-\$2.50
- (K) Audio cassette - \$1.00
- (L) Oversize paper copy (e.g. 11 inches by 17 inches, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50;
- (M) Specialty paper (e.g. Mylar, blueprint, blue line, map, photographic – actual cost.

(b) Labor charge for locating, compiling, manipulating data and reproducing information.

(1) The charge for labor cost incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or few pages of paper records, unless the documents to be copies are located in:

- (A) Two or more separate buildings that are not physically connected with each other, or
- (B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor

charge shall not be made for redacting confidential information for request of 50 or fewer pages, unless the request the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other, or

(B) A remote storage facility.

(5) For purposes of paragraph (2) (A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% for the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20=\$3.00

(d) Remote document retrieval charge.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) Miscellaneous supplies

The actual costs of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

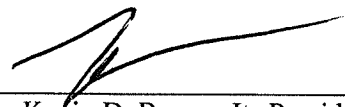
(f) Postal and shipping charges

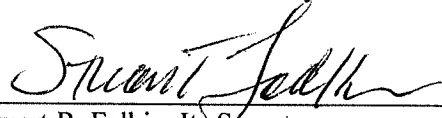
The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By the signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 2nd day of JANUARY, 2012

Abrego Lake Homeowners Association, Inc.

By: 
Kevin D. Brown, Its President

Attest:
By: 
Stuart R. Falkin, Its Secretary

PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

STATE OF TEXAS S

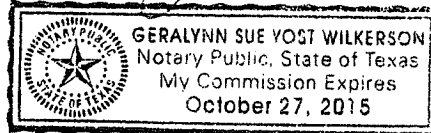
COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kevin D. Brown, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above

Gerallynn Sue Vost Wilkerson
Notary Public, State of Texas

STATE OF TEXAS S

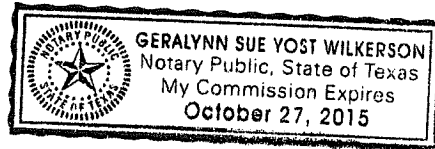
COUNTY OF WILSON S



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Stuart R. Falkin, Secretary, Abrego Lake Homeowners Association, Inc., on the date of execution set forth above.

Gerallynn Sue Vost Wilkerson
Notary Public, State of Texas

FR:
AFTER RECORDING RETURN TO:
Abrego Lake Homeowners Association
P.O. Box 780428
San Antonio, Texas 78278-0428



PORTIONS OF THIS DOCUMENT MAY NOT BE LEGIBLE/REPRODUCIBLE WHEN RECEIVED FOR RECORDING

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk

On: Mar 08, 2012 at 04:12P
As a Recording

Document Number: 00011323
Total Fees: 24.00

Receipt Number - 133316
By:
Oralia Vain

Any provision herein which purports to deny the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF WILSON

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in Official Public Records the Volume: 1651 and Page: 1 of the named records of: Wilson County as stamped hereon by me.

Mar 08, 2012



Eva Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS