# RESOLUTION OF THE BOARD OF DIRECTORS OF GUILBEAU PARK OWNERS ASSOCIATION, INC. REGARDING PAYMENT PLAN GUIDELINES

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

Pursuant to Section 209.0062, Texas Property Code, Guilbeau Park Owners 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 the 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 a previous payment plan 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, which the first payment due within the first thirty day period following 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 four 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 and asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signatures 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 this 23rd day of Fb	, 2012.
GUILBEAU PARK OWNERS ASSOCIATION, INC.  By: Jewas Seener  Gerhard Reiner, Its President	
By: Katy Ebuhart  Kathy Derhardt, Its Secretary	
TE OF TEXAS §	

STATE OF TEXAS §
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerhard Reiner, President, Guilbeau Park Owners Association, Inc., on the date of the execution set forth above.



Notary Public, State of Texas

STATE OF TEXAS & STATE

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kathy Eberhardt, Secretary, Guilbeau Park Owners Association, Inc., on the date of execution set forth above.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Guilbeau Park Owners Assoc. C/O MGM Realty Services 11844 Bandera Rd., #508 Helotes, TX 78023

ANITA C. GARCIA Notary Public STATE OF TEXAS My Comm. Exp. 12-31-2012

# RESOLUTION OF THE BOARD OF DIRECTORS OF GUILBEAU PARK OWNERS ASSOCIATION, INC. REGARDING RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §		
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR	§	

Pursuant to Section 209.005(i), Texas Property Code, Guilbeau Park Owners 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 copies 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--\$10.00;
  - (K) Audio cassette--\$10.00;
  - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$.50;
  - (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)—actual cost.
- (b) Labor charge for locating, compiling, manipulating data, and reproducing information.
- (1) The charge for labor costs 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 the request that are 50 or fewer pages of paper records, unless 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.
- (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 expectations 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 or 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 request 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% of the charge made to cover any labor costs associated with 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 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 cost 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 their signatures 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 were present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 22 day of 4ebman ,2012.

GUILBEAU PARK OWNERS ASSOCIATION, INC.

By: Gerhard Reiner, Its President

ATTEST:

By: Laty Ebstact

Kathy Ebsthardt, Its Secretary

STATE OF TEXAS §
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerhard Reiner, President, Guilbeau Park Owners Association, Inc., on the date of the execution set forth above.



Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kathy Eberhardt, Secretary, Guilbeau Park Owners Association, Inc., on the date of execution set forth above.

Notary Public, State of Texas

MILAGROS RUIZ

Notary Public

### AFTER RECORDING RETURN TO:

Guilbeau Park Owners Association, Inc. C/O MGM Realty Services 11844 Bandera Rd., #508 Helotes, TX 78023

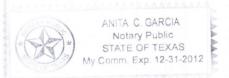
# RESOLUTION OF THE BOARD OF DIRECTORS OF GUILBEAU PARK OWNERS ASSOCIATION, INC. REGARDING RECORDS RETENTION POLICY

STATE OF TEXAS §

COUNTY OF BEXAR	§ KNOW ALL MEN BY THESE PRESENTS:
Park Association,	section 209.005(m), Texas Property Code, Guilbeau Owners Inc., acting through its Board of Directors, has adopted the retention policy, to-wit:
	the certificate of formation (formerly known as articles of incorporation), bylaws, restrictive covenants, and all amendments to the certificate of formation, bylaws, and covenants shall be retained permanently;
(2)	financial books and records shall be retained for seven years;
· · ·	account records of current owners shall be retained for five
(4)	years; contracts with a term 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
	tax returns and audit records shall be retained for seven years.
that the foregoing duly-called meetin were present, or by	s below the President and Secretary of the Association certify was approved by the Board of Directors of the Association at a ag of the Board of Directors at which a quorum of Directors is signed, unanimous written consent in lieu of a meeting.  Ited thisday of
By:	HOWNERS ASSOCIATION, INC.  Jewery  Hard Reiner, Its President
ATTEST:	
By: Za	Thy Eberhardt
Kat	hy Rechardt, Its Secretary

STATE OF TEXAS & STATE

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerhard Reiner, President, Guilbeau Park Owners Association, Inc., on the date of the execution set forth above.



Notary Public, State of Texas

STATE OF TEXAS

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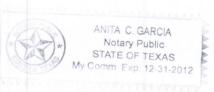
COUNTY OF BEXAR

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kathy Eberhardt, Secretary, Guilbeau Park Owners Association, Inc., on the date of execution set forth above.

Notary Public, State of Texas

### AFTER RECORDING RETURN TO:

Guilbeau Park Owners Association, Inc. C/O MGM Realty Services 11844 Bandera Rd., #508 Helotes, TX 78023



### NOTICE OF FILING OF DEDICATORY INSTRUMENTS OF GUILBEAU PARK OWNERS ASSOCIATION, INC.

COUNTY OF BEXAR    RNOW ALL MEN BY THESE PRESENTS:
Notice is hereby given to all persons with any interest in or claim to any parts of the property within Guilbeau Park Subdivision that said property is subject to the attached dedicatory instruments, to-wit:
1. Pool Rules The forgoing constitute some but not all of the dedicatory instruments of the Association. A complete set of dedicatory instruments may be found on the Association's website located at: www.gpoa.org
By their signatures below the President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.
Thus executed thisday of
GUILBEAU PARK OWNERS ASSOCIATION, INC.  By:
By: Kathy Ebuharet  Kathy Oberhardt, Its Secretary
STATE OF TEXAS §
COUNTY OF BEXAR §
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerhard Reiner, President, Guilbeau Park Owners Association, Inc., on the date of the execution set forth above.

ANITA C. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-31-2012

STATE OF TEXAS

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Kathy Eberhardt, Secretary, Guilbeau Park Owners Association, Inc., on the date of execution set forth above.

Notary Public, State of Texas

#### AFTER RECORDING RETURN TO:

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Guilbeau Park Owners Association, Inc. C/O MGM Realty Services 11844 Bandera Rd., #508 Helotes, TX 78023 ANITA C. GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-31-2012