

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**

**NOTICE OF FILING OF DEDICATORY INSTRUMENTS**

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

This NOTICE OF FILING OF DEDICATORY INSTRUMENTS (this "Notice") is filed by the Home Owners Association of Post Oak Forest, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, the Association is a "property owners' association" as defined in Section 202.001(2) of the Texas Property Code; and

**WHEREAS**, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Post Oak Forest, Inc., filed of record and recorded on April 24, 2009, at Volume 9059, Page 21, *et seq.*, at Instrument No. 01026709 of the Official Public Records, Dallas County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; ; and

**WHEREAS**, Section 202.006 of the Texas Property Code, which became effective September 1, 1999, requires a "property owners' association" to file "the dedicatory instrument" in the real property records of each county in which the property to which the dedicatory instrument relates is located; and

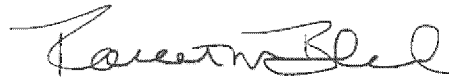
**WHEREAS**, the Association, with the sole intention of filing the following instruments which might be interpreted as being within the scope of Section 202.006, acting by and through the undersigned duly authorized agent, files true and correct copies of the instruments more specifically set forth hereinafter.

**NOW, THEREFORE**, the Association, files true and correct copies of the following instruments of the Association which are attached hereto:

1.   **HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC. - PAYMENT PLAN POLICY;**
2.   **HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC. - DOCUMENT RETENTION POLICY;**
3.   **HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC. - DOCUMENT INSPECTION AND COPYING POLICY;**
4.   **HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC. - BID PROCESS POLICY; and**
5.   **ARTICLES OF INCORPORATION OF HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC.**

IN WITNESS WHEREOF, the undersigned agent of the Home Owners Association of Post Oak Forest, Inc. certifies that, to the best of his knowledge, as of the effective date of this Notice of Filing of Dedicatory Instruments that the foregoing instruments are true and correct copies of the current instruments of the Association.

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**



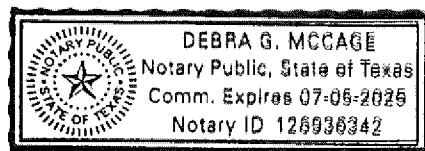
By: \_\_\_\_\_

Robert M. Blend  
Duly Authorized Agent

STATE OF TEXAS       §  
                                     §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Robert M. Blend, a duly authorized agent for Home Owners Association of Post Oak Forest, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

# HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC.

## PAYMENT PLAN POLICY

STATE OF TEXAS §  
COUNTY OF BRAZOS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Home Owners Association of Post Oak Forest, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Post Oak Forest, Inc., filed of record and recorded on April 24, 2009, at Volume 9059, Page 21, *et seq.*, at Instrument No. 01026709 of the Official Public Records, Brazos County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.0062 thereto dealing with payment plans; and

WHEREAS, the Board of Directors (the "Board") of the Association is required to adopt reasonable guidelines regarding a payment schedule in which an owner may request to make partial payments to the Association for delinquent regular or special assessments or any other amounts owed to the Association.

WHEREAS, the Board of Directors of the Association desires to adopt a payment plan policy consistent with Section 209.0062 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy* (the "Policy").

1. **Purpose.** The purpose of this Policy is to assist Owners in remedying delinquencies and remaining current on the payment of amounts owed to the Association by establishing orderly procedures by which Owners may request and then make partial payments to the Association for amounts owed without accruing additional penalties.
2. **Eligibility.** To be eligible for a payment plan pursuant to the Association's alternate payment plan schedule, an Owner must meet the following criteria:
  - a. The owner must currently be delinquent in the payment of regular assessments, special assessments, or any other amounts owed to the Association;
  - b. The Owner must not have defaulted on a prior payment plan within the prior two (2) year period; and
  - c. The Owner must submit a signed payment plan as defined below, along with the Owner's initial payment to the address designated by the Association for correspondence.
3. **Payment Plan Schedule/Guidelines.** The Association hereby adopts the following alternate payment guidelines and makes the following payment plan schedule available to owners in order to make partial payments for delinquent amounts owed:

- a. **Requirements of Payment Plan Request.** Within forty-five (45) days of the date of the initial letter which informs the owner of the right to request a payment plan, an owner must submit a signed acceptance of the payment plan schedule described below to the Association's management company.
- b. **Term.** The term of the payment plan or schedule is three (3) months.
- c. **Date of Partial Payments under Plan.** The Owner must submit an initial payment at the time of the submission of the Owner's payment plan agreement. Such submission must be signed by all Owners. The initial payment must be in an amount equal to twenty-five percent (25%) of the delinquent amount owed. Thereafter, the Owner must make all additional monthly installments under the payment plan agreement in equal amounts commencing on 1<sup>st</sup> day of the month following the expiration of 30 days after the date of the execution of the payment plan agreement.

The Owner may pay off, in full, the balance under the payment plan at any time. All payments must be received by the Association at the Association's designated mailing address or lock box for all payments. Payments may be made through auto draft bill payment, in check or certified funds, or by credit card (to the extent the Association is set up to receive payment by credit card).

- d. **Correspondence.** Any correspondence to the Association regarding the amount owed, the payment plan, or such similar correspondence must be sent to the address designated by the Association for correspondence. Such correspondence shall not be included with an Owner's payment.
- e. **Amounts Coming Due During Plan.** Owners are responsible for remaining current on all assessments and other charges coming due during the duration of the Owner's payment plan and must, therefore, timely submit payment to the Association for any amounts coming due during the duration of the Owner's payment plan.
- f. **Additional Charges.** An Owner's balance owed to the Association shall not accrue late fees or other monetary penalties (except interest) while such Owner is in compliance with a payment plan under the Association's alternate payment plan schedule.

Owners in a payment plan are responsible for reasonable costs associated with administering the plan, and for interest on the unpaid balance, calculated at the highest rate allowed by the governing documents or by law.

The costs of administering the plan and interest shall be included in calculating the total amount owed under the payment plan and will be included in the payment obligation. The costs of administering the payment plan may include a reasonable charge for preparation and creation of the plan, as well as a monthly monitoring fee of no less than \$5.00 per month.

- g. **Other Payment Arrangements.** At the discretion of the Board of Directors, and only for good cause demonstrated by an Owner, the Association may accept payment arrangements offered by Owners which are different from the above-cited guidelines, provided that the term of payments is no less than three (3) months nor longer than eighteen (18) months.

The Association's acceptance of payment arrangements that are different from the approved payment plan schedule/guidelines hereunder shall not be construed as a waiver of these guidelines nor authorize an owner to be granted a payment plan which differs from the one herein provided.

4. Default. If an Owner fails to timely submit payment in full of any installment payment (which installment payment must include the principal owed, the administration fees assessed to the plan and interest charges), or fails to timely pay any amount coming due during the duration of the plan, the Owner will be in default.

If an Owner defaults under a payment plan, the Association may proceed with collection activity without further notice. If the Association elects to provide a notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. In addition, the Owner is hereby on notice that he/she will be responsible for any and all costs, including attorney's fees, of any additional collection action which the Association pursues.

5. Board Discretion. Any Owner who is not eligible for a payment plan under the Association's alternate payment plan schedule may submit a written request to the Board for the Association to grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the Owner's debt (i.e. the Association's management company or the Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board of Directors.

6. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Policy shall be enforced as if such provision did not exist.

Furthermore, the purpose of this Policy is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of this Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

This Policy is effective upon recordation in the Public Records of Brazos County, Texas and supersedes any policy regarding payment plans which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held November 27, 2022 and has not been modified, rescinded or revoked.

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**

By:

Stacy Light  
Stacy Light, President

# **HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC.**

## **DOCUMENT RETENTION POLICY**

STATE OF TEXAS §  
COUNTY OF BRAZOS §

**KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the Home Owners Association of Post Oak Forest, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Post Oak Forest, Inc., filed of record and recorded on April 24, 2009, at Volume 9059, Page 21, *et seq.*, at Instrument No. 01026709 of the Official Public Records, Brazos County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for document retention consistent with Section 209.005(m) and to provide clear and definitive guidance to property owners.

**NOW, THEREFORE,** the Board has duly adopted the following *Document Retention Policy*.

1. Association documents may be maintained in paper format and/or in an electronic format which can be readily transferred to paper.
2. Association documents shall be retained for the durations listed below, and the Board is authorized to make modifications to this Records Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and that the schedule includes the appropriate document and record categories for the Association.
  - a. Certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently;
  - b. Financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years;
  - c. Account records of current owners shall be retained for five (5) years;
  - d. Account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property;
  - e. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
  - f. Minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting;

- g. Tax returns and audit records shall be retained for seven (7) years after the last date of the return or audit year; and
  - h. Decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for (7) years from the decision date.
- 3. Any documents not described above may be retained for the duration deemed to be useful to the purpose of the Association.
  - 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.
  - 5. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

This Policy is effective upon recordation in the Public Records of Brazos County, Texas and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005(m) and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held November 27, 2022 and has not been modified, rescinded or revoked.

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**

By:

Stacy Light  
Stacy Light, President

# HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC.

## DOCUMENT INSPECTION AND COPYING POLICY

STATE OF TEXAS       §  
                                   §  
 COUNTY OF BRAZOS    §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Home Owners Association of Post Oak Forest, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Post Oak Forest, Inc., filed of record and recorded on April 24, 2009, at Volume 9059, Page 21, *et seq.*, at Instrument No. 01026709 of the Official Public Records, Brazos County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, Chapter 209 of the Texas Property Code was amended to amend Section 209.005 thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors (the "Board") of the Association desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Inspection and Copying Policy*.

1. Right to Inspect. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records in compliance with the procedures set forth in this Policy.
2. Books and Records Available for Inspection and Copying. The Association's books and records available for inspection and copying by owners are those records designated by Section 209.005 of the Texas Property Code.

Pursuant to Section 209.005(d) of the Texas Property Code an attorney's files relating to the Association, excluding invoices, are not records of the Association, are not subject to inspection by owners, or production in a legal proceeding.

Pursuant to Section 209.005(k), the Association is not required to release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address and/or financial information of an individual owner) absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. Owner Request. An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate.

ATTACHMENT "3"



The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected.

The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

- a. Request to Inspect. If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").
- b. Request to Copy. If the Requesting Party requests copies of the Association's books and records, the Association shall produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request.
- c. Association Notice of Delay in Producing Books and Records. If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that:
  - (i) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and
  - (ii) state a date by which the information will be either sent or made available for inspection that is not later than fifteen (15) business days after the date of the Inspection Delay Letter.

4. Inspection Time and Place. Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company, if one is utilized by the Association, or such other location as the Association designates.

No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's or management company's office, if a management company is utilized by the Association, or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

5. Costs Associated with Compilation, Production and Reproduction. The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

a. Copy charges.

- (i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.
- (ii) 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:
  - 1. Diskette--\$ 1.00;
  - 2. Magnetic tape--actual cost
  - 3. Data cartridge--actual cost;
  - 4. Tape cartridge--actual cost;
  - 5. Rewritable CD (CD-RW)--\$ 1.00;
  - 6. Non-rewritable CD (CD-R)--\$ 1.00;
  - 7. Digital video disc (DVD)--\$ 3.00;
  - 8. JAZ drive--actual cost;
  - 9. Other electronic media--actual cost;
  - 10. VHS video cassette--\$ 2.50;
  - 11. Audio cassette--\$ 1.00;
  - 12. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
  - 13. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

b. Labor charge. The labor charge for locating, compiling, manipulating data, and reproducing information is as follows:

- (i) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (ii) 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 information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.
- (iii) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

c. Overhead charge.

- (i) 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. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.

- (ii) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.
- (iii) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (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. Postal and shipping charges.

- (i) The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

6. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance.

If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information.

If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association.

If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner

This Policy is effective upon recordation in the Public Records of Brazos County, Texas and supersedes any policy regarding document inspection and copying which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held November 27, 2022 and has not been modified, rescinded or revoked.

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**

By:

Stacy Light  
Stacy Light, President

# HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC.

## BID PROCESS POLICY

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, the Home Owners Association of Post Oak Forest, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Post Oak Forest, Inc., filed of record and recorded on April 24, 2009, at Volume 9059, Page 21, *et seq.*, at Instrument No. 01026709 of the Official Public Records, Brazos County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and

WHEREAS, the Association is a "property owners' association" as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, the Association is required by Section 209.0052 of the Texas Property Code to establish procedures for soliciting bids or proposals for services that will cost more than \$50,000.00; and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish procedures for soliciting bids or proposals for services that will cost more than \$50,000.00 consistent with Section 209.0052 of the Texas Property Code.

NOW, THEREFORE, IT IS RESOLVED that the Board adopts the following *Bid Process Policy* (the "Policy"):

If the Association proposes to contract for services that will cost more than \$50,000.00, the Association will solicit bids or proposals using the following bid process:

1. A scope of work will be developed for the work to be undertaken.
2. The Board may, in its discretion, form an ad hoc committee to assist with the procurement of bids.
3. The Association will use its best efforts to obtain at least three (3) bids, if reasonably available. In the event of an emergency, the Association may, if the circumstances warrant, hire a contractor to resolve the emergency without following the process set forth herein.
4. Bids from vendors with a prior relationship with either the management company (if any) or any Association member may be accepted upon disclosure of the material facts regarding the relationship or interest with respect to the proposed contract.
5. One of the bids may be from a member of the Board, a Board member's relative or a company affiliated with a Board member or their relative, if the requirements of Section 209.0052(b) of the Texas Property Code are met.

6. To the extent a prospective vendor is a residential delivery company or an in-home service company as defined in Texas Civil Practice & Remedies Code ("CPRC") Section 145.001, the Association must request in writing that the vendor obtain an applicable criminal history background check as described in CPRC Section 145.002.
7. Prospective vendors must carry any appropriate licenses and general liability and worker's compensation insurance and must provide the Association with copies showing such coverage and must provide a completed W-9.
8. Upon the selection of a vendor, the Board will vote on accepting the bid of the vendor and will document such in writing. The contract will be signed by a member of the Board.
9. Insurance obtained by the Association, since it is not a contract for services, is not subject to the above requirements.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of the Board on November 27 2022, 2022, and has not been modified, rescinded or revoked. This Resolution is to remain in force and effect until revoked, modified or amended.

**HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.**

By: Stacy Light  
Stacy Light, President

FILED  
In the Office of the  
Secretary of State of Texas

JAN 05 1973

*Bill Gimmaman*

Deputy Director, Corporation Division

ARTICLES OF INCORPORATION  
OF  
HOME OWNERS ASSOCIATION OF  
POST OAK FOREST, INC.

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are citizens of the State of Texas, and all of whom are above the age of twenty-one years, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby certify:

ARTICLE I.

The name of the corporation is HOME OWNERS ASSOCIATION OF POST OAK FOREST, INC., hereinafter called the "Association."

ARTICLE II.

The initial registered office of the Association is located at 1407 Post Oak Circle in the City of College Station, Texas, and Raymond Reiser, whose address is the same, is hereby appointed the initial registered agent of this Association.

ARTICLE III.

The duration of the corporation shall be perpetual.

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION:

This Association is a non-profit Association, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

ATTACHMENT "5"

Field notes of an 8.493 acre tract or parcel of land lying and being situated in the Richard Carter League, College Station, Brazos County, Texas and being part of the 9.155 acre tract No. 2 and Lot 10, Block B shown on the plat of Carter's Grove, Second Installment, plat of said subdivision being recorded in Volume 288, page 161 of the Deed Records of Brazos County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set for corner, said iron rod being located at or near the northeast corner of the abovementioned Lot 10, Block B, said iron rod being a common corner of the said Lot 10 and Lot 9, Block B of the abovementioned subdivision;

THENCE S 41° 48' 00" W along the common line of the abovementioned Lot 9 and Lot 10 for a distance of 337.28 feet to an iron rod found for corner;

THENCE N 48° 12' 47" W for a distance of 188.15 feet to an iron rod set for corner, said iron rod being located S 48° 12' 47" E a distance of 5.0 feet from a found concrete monument, said concrete monument being located in the southeast line of the beforementioned 9.155 acre tract No. 2, said line being the common line between the said tract No. 2 and the abovementioned Lot 10;

THENCE S 41° 48' 00" W parallel to and 5.0 feet from the abovementioned common line for a distance of 323.52 feet to an iron rod set for corner, said iron rod being located in the northeast right-of-way line of Shady Drive;

THENCE along the abovementioned right-of-way, same being a curve to the left with a radius of 40.06 feet, at an arc distance of 5.08 feet pass a found concrete monument, said concrete monument being the southwest corner of the beforementioned 9.155 acre tract No. 2, continue along the said right-of-way line and curve for a total arc distance of 79.24 feet, the chord bears S 89° 00' 22" W a distance of 66.94 feet, to an iron rod set for corner, said iron rod being the southeast corner of the said tract No. 2, said iron rod also being located in the southeast line of the 12.264 acre tract No. 1, shown on the beforementioned plat;

THENCE N 28° 55' 30" W along the common line of the abovementioned Tract No. 1 and Tract No. 2 for a distance of 666.68 feet to an iron rod set for corner, said iron rod being a common corner of this tract and a 1.715 acre tract out of the said tract No. 2;

THENCE along the common line of this tract and the abovementioned 1.715 acre tract for the following calls:

N 70° 55' 52" E for a distance of 266.69 feet to an iron rod for angle point;

N 63° 00' 27" E for a distance of 298.49 feet to an iron rod for corner, said iron rod being located in the common line of the abovementioned 9.155 acre tract No. 2 and a 171.028 acre tract conveyed to Bert Wheeler, Trustee by the deed recorded in Volume 271, page 128 of the Deed Records of Brazos County, Texas, said iron rod also being a common corner of this tract and the said 1.715 acre tract;

THENCE S 48° 10' 31" E along the common line of the abovementioned tract No. 2 and the abovementioned 171.028 acre tract at a distance of 364.83 feet pass an iron rod, said iron rod being located at or near the common corner of the said tract No. 2 and the beforementioned Lot 10, continue along the said line for a total distance of 557.98 feet to the PLACE OF BEGINNING containing 8.493 acres of land more or less as surveyed June, 1972 by B. J. Kling.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

In furtherance of said purposes, this Association shall have the power to:

(A) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the aforesaid property and recorded or to be recorded in the Deed Records of Brazos County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth verbatim;

(B) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(D) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;



(E) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(F) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(G) have and exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise;

#### ARTICLE V.

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest 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.

#### ARTICLE VI.

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to two votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

#### ARTICLE VII.

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>Raymond Reiser</u>	<u>1407 Post Oak Circle,</u>
	<u>College Station, Texas</u>
<u>Shirley Reiser</u>	<u>1407 Post Oak Circle,</u>
	<u>College Station, Texas</u>
<u>Donald Reiser</u>	<u>1215 Berkley,</u>
	<u>College Station, Texas</u>

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VIII.

##### DISSOLUTION

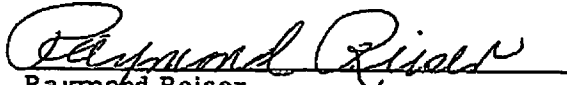
The Association may be dissolved with the affirmative vote of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such a similar purposes.

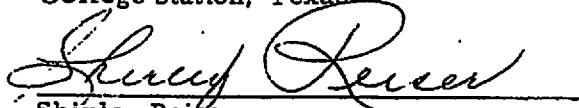
#### ARTICLE IX.


##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five per cent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 3rd Day of January, 1973

  
Raymond Reiser  
1407 Post Oak Circle  
College Station, Texas

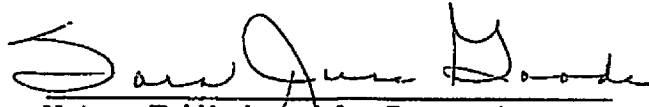
  
Shirley Reiser  
1407 Post Oak Circle  
College Station, Texas

  
Donald Reiser  
1215 Berkley  
College Station, Texas

THE STATE OF TEXAS

COUNTY OF BRAZOS

I, Sara June Goode, a Notary Public, do hereby certify  
that on this 3rd day of January, 19 73, personally appeared  
before me, Raymond Reiser, Shirley Reiser and Donald Reiser, who each  
being by me first duly sworn, severally declared that they are the persons  
who signed the foregoing document as incorporators, and that the statements  
therein contained are true.

  
Notary Public in and for Brazos County,  
Texas

**Brazos County  
Karen McQueen  
County Clerk**

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**Instrument Number:** 1491487  
Volume : 18391  
ERecordings - Real Property

Recorded On: December 21, 2022 11:15 AM

Number of Pages: 21

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**" Examined and Charged as Follows: "**

Total Recording: \$106.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

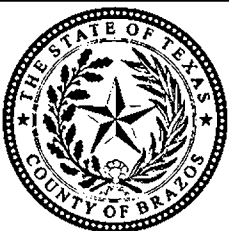
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 1491487  
Receipt Number: 20221221000048  
Recorded Date/Time: December 21, 2022 11:15 AM  
User: Patsy D  
Station: CCLERK07

**Record and Return To:**

Simplifile  
5072 NORTH 300 WEST  
  
PROVO UT 84604



STATE OF TEXAS  
COUNTY OF BRAZOS

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

Karen McQueen  
County Clerk  
Brazos County, TX