

**NOTICE OF RECORDING
DEDICATORY INSTRUMENTS**

The Estates of Austin Trail

NOTICE OF RECORDING DEDICATORY INSTRUMENTS

Estates of Austin Trail

This Notice of Recording Dedicatory Instruments for the Estates of Austin Trail (the “*Notice*”), a Texas property owners association, is made and executed by the Estates of Austin Trail Homeowners Association, Inc. and is as follows:

1. **Authority.** This Notice is filed in accordance with Section 202.006 of the Texas Property Code.

2. **Purpose.** Notice of recording of the following Dedicatory Instruments of the Estates of Austin Trail and the Estates of Austin Trail Homeowners Association, Inc. is hereby provided:

A. **Articles of Incorporation of the Estates of Austin Trail Homeowners Association, Inc.**, filed with the Texas Secretary of State on May 11, 2001, a true and correct copy of which is attached hereto as Exhibit “A” and recorded herewith.

B. **Records Production and Copying Policy for the Estates of Austin Trail Homeowners Association, Inc.**, a true and correct copy of which is attached hereto as Exhibit “B” and recorded herewith.

C. **Record Retention Policy for the Estates of Austin Trail Homeowners Association, Inc.**, a true and correct copy of which is attached hereto as Exhibit “C” and recorded herewith

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

**Articles of Incorporation of
Estates of Austin Trail Homeowners Association, Inc.**



FILED
In the Office of the
Secretary of State of Texas

MAY 11 2001

Corporations Section

ARTICLES OF INCORPORATION
OF

ESTATES OF AUSTIN TRAIL HOMEOWNERS ASSOCIATION INC

I the undersigned natural person over the age of eighteen (18) acting as an incorporator adopt the following Articles of Incorporation of ESTATES OF AUSTIN TRAIL HOMEOWNERS ASSOCIATION INC (referred to as the Corporation) under the Texas Non Profit Corporation Act (referred to as the Act)

ARTICLE I

DEFINITIONS

The following words when used in these Articles of Incorporation shall have the following meanings

Act shall mean and refer to the Texas Non Profit Corporation Act Articles 1396 1 01 through 1396 11 01 Vernons Tex Ann Civil Statutes and all amendments and additions thereto

Common Properties shall have the meaning given to it in the Declaration

Corporation" shall man and refer to the corporation incorporated hereunder

Declarant shall mean and refer to Lucas Austin Trail L P and its respective successors and any assignee who shall receive an assignment from the said Lucas Austin Trail L P all or a portion of its rights under the Declaration as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee

Declaration shall mean and refer to that certain Declaration of Covenants Conditions and Restrictions for Estates of Austin Trail City of Lucas Collin County Texas and recorded as Instrument No 2001 0023792 in the Deed Records of Collin Texas and as the same may be amended or supplemented from time to time as therein provided

Member or Owner shall have the meanings given to them in the Declaration

Property shall mean and refer to the land and premises in the City of Lucas Collin County Texas as described and defined in the Declaration

T J J S T L * A E L V D D C

ARTICLE 2

NAME

The name of the Corporation is ESTATES OF AUSTIN TRAIL HOMEOWNERS ASSOCIATION INC

ARTICLE 3

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation

ARTICLE 4

DURATION

The period of its duration is perpetual

ARTICLE 5

PURPOSES

This Corporation does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are

To provide for maintenance and preservation and to promote the health, safety and welfare of the residents of the Property and to preserve the beautification of the Property in accordance with the provisions of the Declaration and for these purposes

(a) To 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 Corporation

(b) To maintain the Common Properties

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration and reference to the Declaration is hereby made for all purposes

(d) To fix levy collect and enforce payment by any lawful means all charges or assessments provided for by the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including any licenses taxes or governmental charges which may be levied or imposed against any property owned by the Corporation

(e) To borrow money to mortgage pledge deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred

(f) Insofar as permitted by law to do any other thing that in the opinion of the Board of Directors of the Corporation will promote the common benefit and enjoyment of the residents of the Property provided that no part of the net earnings of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes) and no member director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation and provided further that no part of the activities of the Corporation shall be carrying on propaganda or otherwise attempting, to influence legislation, or participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office and

(g) Nothing contained in these Articles of Incorporation shall grant any authority to any officer or director of the Corporation for the exercise of any powers which are inconsistent with limitations on any of the same which may be expressly set forth in the Act

ARTICLE 6

POWERS

Except as otherwise provided in these Articles the Corporation shall have all of the powers provided in the Act Moreover the Corporation shall have all implied powers necessary and proper to carry out its express powers The Corporation may pay reasonable compensation to directors or officers for services rendered to or for the Corporation in furtherance of one or more of its purposes set forth above

ARTICLE 7

MEMBERSHIP

The Corporation shall have both Class A and Class B members

Every person or entity who is now or hereafter becomes an Owner or Member as defined in the Declaration shall automatically be a Member of the Corporation

Every person or entity who is a record owner of a fee or an undivided fee interest in any part of the Property (with the exception of the Common Properties and areas deeded to a governmental authority or utility) (an Estate) and only such persons or entities shall be Members of the Corporation Membership in the Corporation shall be appurtenant to and may not be separated from ownership of any Estate in the Property Ownership of such Estate shall be the sole qualification for membership in the Corporation The Corporation may (but shall not be required to) issue certificates evidencing membership therein

The Corporation shall have two classes of voting membership as set forth and described in the Declaration and the voting rights of each Member shall be as set forth in the Declaration Cumulative voting in the election of the Board of Directors or in the exercise of any other right to vote is expressly permitted

ARTICLE 8

DISSOLUTION

Upon dissolution of the Corporation, the assets both real and personal of the Corporation shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation 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 engaged in activities substantially similar to those of the Corporation and which are qualified as exempt organizations under the Internal Revenue Code of 1986 as amended or the corresponding provisions of any future United States Internal Revenue law

ARTICLE 9

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is c/o Zyland Lovejoy Corporation, 1600 North Collins Suite 2100 Richardson Texas 75080 The name of the initial registered agent at this office is William A Gilligan

ARTICLE 10

BOARD OF DIRECTORS

The qualifications manner of selection duties terms and other matters relating to the Board of Directors (referred to as the Board of Directors) shall be provided in the bylaws The initial Board of Directors shall consist of three (3) persons The number of directors may be increased or decreased by adoption or amendment of bylaws The initial Board of Directors shall consist of the following persons at the following addresses

<u>Name of Director</u>	<u>Street Address</u>
William A Gilligan	c/o Zyland Lovejoy Corporation 1600 North Collins Suite 2100 Richardson Texas 75080
Paula Gilligan	c/o Zyland Lovejoy Corporation 1600 North Collins Suite 2100 Richardson Texas 75080

Thomas C Hillsman

c/o Zyland Lovejoy Corporation
1600 North Collins Suite 2100
Richardson, Texas 75080

ARTICLE 11

LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas. Any repeal or amendment of this Article by the Members of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director or this Corporation existing at the time of such repeal or amendment.

ARTICLE 12

INDEMNIFICATION

To the full extent permitted by applicable law the Corporation shall indemnify any director or officer against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses (including court costs and attorneys' fees) actually incurred by any such person who was or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer and shall advance to such person such reasonable expenses as are incurred by him in connection therewith. The rights of directors and officers set forth in this Article shall not be exclusive of any other right which directors or officers may have or hereafter acquire relating to the subject matter hereof. As used in this Article the terms "director" and "officer" shall mean any person who is or was a director or officer of the Corporation and any person who while a director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprises. As used in this Article the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in any such action, suit or proceeding and any inquiry or investigation that could lead to such an action, suit or proceeding.

ARTICLE 13

CONSTRUCTION

All references in these Articles of Incorporation to statutes, regulations or other sources of legal authority shall refer to the authorities cited or their successors as they may be amended from time to time. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Declaration.

CONFIDENTIAL

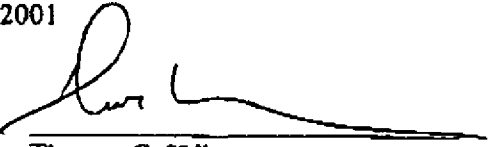
ARTICLE 14

INCORPORATORS

The name and street address of the incorporator is

Name of Incorporator	<u>Street Address</u>
Thomas C Hillsman	8226 Douglas Avenue Suite 625 Dallas Texas 75225

I execute these Articles of Incorporation on May 10 2001



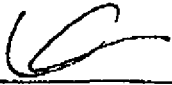
 Thomas C Hillsman

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of May 2001 by Thomas C Hillsman



My Commission Expires
1-20



 NOTARY PUBLIC IN AND FOR
 THE STATE OF TEXAS
Karye Katherine Wiggs
 Printed Name

KARYE WIGGS

EXHIBIT “B”

**Records Production and Copying Policy
for Estates of Austin Trail Homeowners Association, Inc.**

RECORDS PRODUCTION AND COPYING POLICY

ESTATES OF AUSTIN TRAIL

WHEREAS, the Board of Directors ("**Board**") of the Estates of Austin Trail Homeowners Association, Inc. ("**Association**") desires to adopt a Records Production and Copying Policy pursuant to Section 209.005 of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of Collin County, Texas, pursuant to Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Records Production and Copying Policy is established by the Board:

1. **Standard paper copy.** The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.20 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) Rewritable CD (CD-RW)--\$1.00;
- (B) Non-rewritable CD (CD-R)--\$1.00;
- (C) Digital video disc (DVD)--\$3.00;
- (D) Thumb Drive, or other external hard drive --actual cost;
- (E) Other electronic media--actual cost;
- (F) All other mediums for copying data not provided herein – actual cost; and
- (G) Oversize paper copy or specialty paper (e.g.: 11 inches by 17 inches, greenbar, bluebar)--\$.50 per page.

3. **Labor charge for programming.** If a particular request requires the services of a programmer or hardware in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the Association may charge a reasonable fee for the location of the Property for the programmer's time and/or the hardware needed.

4. **Labor charge for locating, compiling, manipulating data, and reproducing public information.**

- (A) The charge for labor costs for HOA members incurred in processing a request for public information is \$25 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records.

5. **Labor charge for third parties.** 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 on behalf of the Association to determine whether the Association will raise any exceptions to disclosure of the requested information under applicable law.

6. **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 public information.

7. **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.

8. **Payment.** If the Association accepts payment by credit card for the charges in this Policy and is charged a "transaction fee" by the credit card company, the Association may recover that fee. The Association may require advance payment of the charges in this Policy. The Association will provide an invoice to the Owner within 30 days after delivering the requested information. In the event the invoiced amount is less than the pre-paid amount, the Association will refund the excess amount to the Owner within 30 days after the invoice is sent to the Owner. If the actual cost invoiced is greater than the pre-paid amount, the Owner will pay such excess within 30 days of receipt of the invoice. In the event such excess is not paid by the owner timely, the Association may add such unpaid amounts to the Owner's assessment account.

9. **Savings Clause.** This Policy is subject to periodic reevaluation and update. Notwithstanding anything to the contrary, the Association will not in any event be entitled to receive or collect the charges in this Policy in amounts greater than the maximum allowed by applicable law. In the event the Association receives amounts charged which are in excess of the maximum charges permitted by law, the excess amount will be returned to the Owner.

Executed to be effective on February 28, 2022.

Estates of Austin Trail Homeowners Association, Inc., a Texas nonprofit corporation

By: [Signature]
Name: Scott Conrad
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this 28 day of February 2022 by Scott Conrad, President of Estates of Austin Trail Homeowners Association, Inc, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[Signature]
Notary Public, The State of Texas

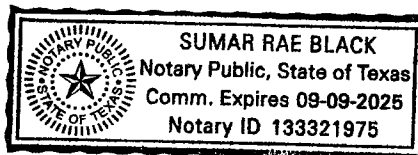


EXHIBIT “C”

**Document Retention Policy for
Estates of Austin Trail Homeowners Association, Inc.**

DOCUMENT RETENTION POLICY

ESTATES OF AUSTIN TRAIL

WHEREAS, the Board of Directors ("**Board**") of the Estates of Austin Trail Homeowners Association, Inc. ("**Association**") desires to adopt a Document Retention Policy in order to be in compliance with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of Collin County, Texas, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Document Retention Policy is established by the Board:

1. Governing Documents - All governing documents including but not limited to certificates of formation, bylaws, restrictive covenants, design guidelines, and all amendments and supplements thereto shall be retained permanently.
2. Financial Records; Tax Returns - Financial books and records to include tax returns, audits of the Association's books, invoices paid by the Association, bank statements, and each year's budget shall be retained for seven years.
3. Record of Owners' Account - Account records of current owners to include transaction ledgers, violations, architectural requests, and disputes shall be retained for five years.
4. Contracts - 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 - Minutes of Annual and Special Meetings of the Members, Board meetings, and committee meetings minutes shall be retained for seven years.

In the event the Association is served with any subpoena, request for documents, becomes aware of a governmental investigation, or origination of any litigation concerning the Association, all documents pertaining to such investigation, claim, or litigation shall be retained indefinitely. Additionally, any further disposal of documents shall be suspended and shall not be reinstated until completion of the investigation or litigation until such time as the Board, with the advice of legal counsel, determines otherwise.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

