

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS

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§

COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared BARBARA LOWRY, who, being by me duly sworn according to law, stated the following under oath:

“My name is BARBARA LOWRY. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Association Management Services is the Managing Agent of Shavano Rogers Ranch Crosstimber Homeowners Association, Inc. (the “Association”). Association Management Services is the custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in *Section 202.001 of the Texas Property Code*. The Association’s jurisdiction includes, but may not be limited to, the property subject to the Declaration of Restrictions of Rogers Ranch, each of which are recorded in the Official Records of Real Property of Bexar, County, Texas:

<u>Rogers Ranch Subdivision:</u>	<u>Recording Date</u>	<u>Volume and Page</u>
Unit 2	February 10, 1997	Volume 7003 Page 0272
Unit 4	February 13, 1998	Volume 7346 Page 1129
Unit 12	September 18, 1998	Volume 7631 Page 1151
Unit 14	October 01, 1998	Volume 7656 Page 0327
Unit 16	November 12, 1998	Volume 7708 Page 0874
Unit 16A	June 29, 2000	Volume 8471 Page 0890
Unit 18	October 18, 1999	Volume 8173 Page 0574
Unit 20 Phase I	October 18, 1999	Volume 8173 Page 0657
Unit 20 Phase II and III	August 10, 2000	Volume 8527 Page 0122
Unit 22	October 18, 2000	Volume 8609 Page 1782
Unit 24	August 03, 2001	Volume 9000 Page 2190
Unit 26	June 11, 2003	Volume 0077 Page 0197

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

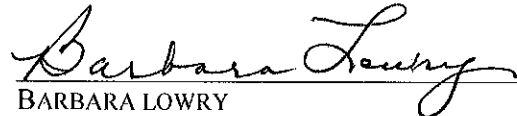
Collection Policy and Payment Guidelines

Document Retention, Access, Production and Copying Policy

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Association Management Services
1600 NE Loop 410 Suite 202
San Antonio, Texas 78206
(210) 829-7202 Office
(210) 829-5207 Fax
Barbara@ams-sa.com

SIGNED on this the 24 day of January, 2012.

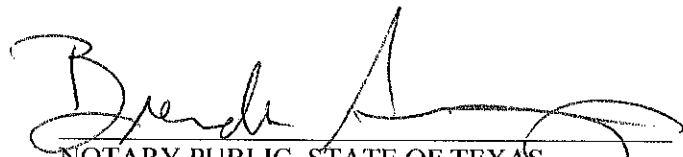

BARBARA LOWRY
Association Management Services
Managing Agent

VERIFICATION

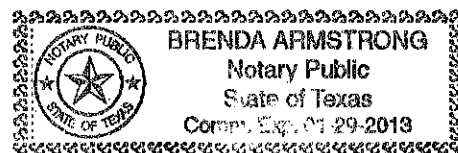
THE STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared BARBARA LOWRY, President of Association Management Services who, after being duly sworn, acknowledged and stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

24 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the
day of January, 2012.


NOTARY PUBLIC, STATE OF TEXAS

After Recording Return To:
Eugene Patillo
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209



**SHAVANO ROGERS RANCH CROSSTIMBER
HOMEOWNERS ASSOCIATION, INC.'S**

**COLLECTION POLICY AND PAYMENT PLAN GUIDELINES
OF SHAVANO ROGERS RANCH CROSSTIMBER**

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Shavano Rogers Ranch Crosstimber Homeowners Association, Inc. ("Association") hereby adopts these Guidelines for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association assessed to Owners of properties currently included or annexed in the future in Shavano Rogers Ranch Crosstimber and identify the guidelines under which Owners may request, if eligible, alternative payment schedules for certain assessments; and

WHEREAS, reference is hereby made to the each of the Declaration of Restrictions of Rogers Ranch (collectively "Declaration") for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the respective Declaration, unless otherwise specified herein; and

WHEREAS, the Board has established that it is in the best interest of the Association to establish these Guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the following Collection Policy and Payment Plan Guidelines:

I. COLLECTION POLICY

1. ASSESSMENT PERIOD

The Board has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

In December of each year, the Board shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Upon completion of the roster, written notice of the assessment shall be sent to every Owner subject to the assessment. An Owner shall not escape liability or be entitled to a deferral of interest, fines or collection costs with regard to delinquent assessments on the basis of such Owner's failure to

receive notice, if such notice was sent via regular mail to the most recent address of the Owner according to the records of Association. Each Owner shall have the obligation to notify the Association in writing of any change in address, which shall become effective five days after written notice has been received.

3. DUE DATE

All Annual Assessments (the "Assessment" or the "Assessments") are due on the (1st) day of January and payable on a quarterly basis, as determined by a majority of the Board for that assessment year. Those Assessment Payments are due on the first (1st) day of January, April, July, and October. If any Assessment Payment due the Association is not paid on the date when due, then the entire remaining unpaid portion of the Assessment shall become delinquent and due. Charges disputed by an Owner are considered delinquent until such time as they are paid in full or the Owner has been provided verification of the disputed amounts due.

4. INTEREST

If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum until the delinquent Assessment is paid in full.

5. DELINQUENCY NOTIFICATION

The Association may cause to be sent the following notification(s) to delinquent Owners:

- a. PAST DUE NOTICE: In the event that any Assessment Payment balance remains unpaid thirty (30) days from the due date, a Past Due Notice may be sent via regular mail to each Owner with a delinquent account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the owner is entitled to a Payment Plan as set forth in Section II of these Guidelines (if they are so entitled). **In the event an Owner chooses to enter a Payment Plan, a charge of \$20.00 dollars per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**
- b. FINAL NOTICE: In the event the entire Assessment is not paid in full within thirty (30) days of a Past Due Notice, or there is a default on the Payment Plan, where an Assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via certified mail, return receipt requested, to each delinquent Owner. The Final Notice will set forth the following information and results of failure to pay, including an explanation of:

1. AMOUNTS DUE: All delinquent Assessments and the total amount of the payment required to make the account current, interest and other amounts due;
2. HEARING: Owners shall be given notice and opportunity for a hearing before the Board. A hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Owner's receipt of the Final Notice;

If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board.
3. COMMON AREA RIGHTS SUSPENSION: If the Owner fails to pay by the deadline stated in the Final Notice, then the Owner's use of recreational common properties and recreational facilities may be suspended and Owner's gate access cards may be made inactive.

c. NOTICE OF TURNOVER TO COLLECTION AGENT/ATTORNEY: If all delinquent amounts are not paid within thirty (30) days from receipt of the Final Notice, the account may be sent to a collection agent and/or the Association's attorney for collection and collection fees and expenses will be charged. An Owner may not be charged fees of a collection agent (as same is defined in Property Code Section 209.0064) unless the Association first provides written notice to the Owner by certified mail, return receipt requested, that:

1. Specifies each delinquent amount and the total amount of the payment required to make the account current;
2. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and
3. Provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken.

6. REFERRAL OF ACCOUNT TO ASSOCIATION ATTORNEY

Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Owner for a

money judgment, instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, such foreclosure shall be accomplished pursuant to the requirements of Section 209.0092 of the Texas Property Code by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by Tex. R. Civ. P. 735.3 which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure".

7. BANKRUPTCIES

Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

8. REQUIRED ACTION

Nothing contained herein shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

II. PAYMENT PLAN GUIDELINES

1. PAYMENT PLAN SCHEDULE

The Association hereby establishes a Payment Plan schedule by which an Owner may make payments over time to the Association for delinquent Annual Assessments and any other amount owed to the Association without accruing additional monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the Payment Plan. The Payment Plan Schedule is as follows:

- a. For those assessments that first become delinquent on the (1st) day of February, the entire Annual Assessment balance along with interest and administrative fees shall be due and payable in six (6) equal payments. For those assessments that first become delinquent on the (1st) day of May, the entire Annual Assessment balance along with interest and administrative fees shall be due and payable in five (5) equal payments. For those assessments that first become delinquent on the (1st) day of August, the entire Annual Assessment balance along with interest and administrative fees shall be due and payable in four (4) equal payments. For those assessments that first become delinquent on the (1st) day of November, the entire Annual

Assessment balance along with interest and administrative fees shall be due and payable in three (3) equal payments;

- b. An Owner, upon written request, may request a longer period of time for a Payment Plan;
- c. The Association is not required to offer a Payment Plan to an Owner if said Owner has defaulted on any previous Payment Plan with the Association in the past two (2) years.

2. APPLICATION OF PAYMENTS

- a. Except as provided in subsection (b) immediately below, a payment received by the Association shall be applied in the following order of priority:
 - 1. Any delinquent Assessment;
 - 2. Any current Assessment;
 - 3. Attorney's fees or third party collection costs incurred by the Association associated solely with Assessments or other charge that can be the basis of foreclosure;
 - 4. Attorney's fees not subject to "3" above;
 - 5. Fines;
 - 6. Any other amount owed to the Association.
- b. If/when an Owner defaults on a Payment Plan, the remaining delinquent amount will become immediately due in full and the Association may begin further collection action as set out above in Article I(5)(b) above. Any payment(s) received by the Association after such default shall be applied in the following order of priority:
 - 1. Costs;
 - 2. Attorney fees;
 - 3. Interest;
 - 4. Late Fees;
 - 5. Delinquent Assessments;
 - 6. Current Assessments;
 - 7. Fines.

As to each category identified in this subsection (b), payment shall be applied to the oldest charge first. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account.

3. PAYMENTS RETURNED NON-SUFFICIENT FUNDS

An Owner will be assessed a service charge for any check that is returned or Automatic Clearing House (ACH) debit that is not paid for any reason, including but not limited to Non-Sufficient Funds (NSF) or stop payment order. The amount of the service charge assessed will be the customary amount charged.

CERTIFICATE OF SECRETARY

I hereby certify as Secretary of the Shavano Rogers Ranch Crosstimber Homeowners Association, Inc., that the foregoing Shavano Rogers Ranch Crosstimber Homeowners Association, Inc.'s Collection Policy and Payment Plan Guidelines were approved on the 21st day of September, 2011, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 20th day of January, 2012.

Carol Waryas
Carol Waryas, Secretary

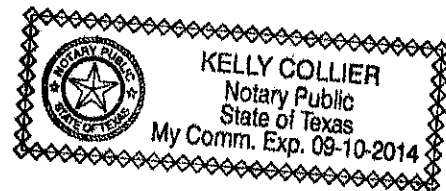
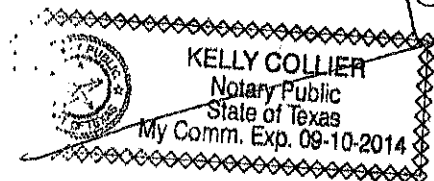
STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, on this day personally appeared Carol Waryas, the Secretary of Shavano Rogers Ranch Crosstimber Homeowners Association, Inc., known by me to be the person whose name is subscribed to the this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20th day of January, 2012.

Kelly Collier
Notary Public – State of Texas

After Recording Return To:
Eugene Patillo
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209



SHAVANO ROGERS RANCH
CROSSTIMBER HOMEOWNERS ASSOCIATION, INC.'S

DOCUMENT RETENTION, ACCESS, PRODUCTION AND COPYING POLICY

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of Directors (the "Board") of the Shavano Rogers Ranch Crosstimber Homeowners Association, Inc. ("Association") hereby adopts this Document Retention, Access, Production and Copying Policy ("Policy") for standardized procedures and pricing for production and copying of Association records for Owners, including authorized agents, of properties currently included or annexed in the future in Shavano Rogers Ranch Crosstimber; and

WHEREAS, reference is hereby made to the each of the Declaration of Restrictions of Rogers Ranch for the multiple units of Rogers Ranch (collectively "Declaration") for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the respective Declaration, unless otherwise specified herein; and

WHEREAS, the Board has established that it is in the best interest of the Association to establish this Policy concerning the retention, production and copying of information, books, and records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the following Document Retention, Access, Production and Copying Policy:

1. ACCESS

The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an Owner, or a person designated in writing signed by the Owner as the Owner's agent, attorney, or certified public accountant. An Owner is entitled to obtain from the Association copies of information contained in the books and records. An Owner, or the Owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the Association forward copies of the requested books and records.

An attorney's files and records relating to the Association, excluding invoices requested by an Owner under Section 209.008(d) of the Texas Property Code, are not

records of the Association and are not subject to inspection by the Owner, or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.

The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an Owner, an Owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an Owner's contact information other than the Owner's address, or information related to an employee of the Association, including personnel files. These records may be made available only with (i) the express written approval of the Owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records. Information may be released in an aggregate or summary manner that would not identify an individual Owner.

If inspection is requested, the Association, on or before the tenth (10th) business day shall send written notice of dates during normal business hours that the Owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours.

If copies are requested, the Association shall produce the requested records for the Owner on or before the tenth (10th) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.

If the Association is unable to produce the records on or before the tenth (10th) business day, the Association shall give the Owner notice that it is unable to produce the records within ten (10) business days, and state a date by which the information will be sent or made available for inspection, on a date not more than fifteen (15) business days after the date the notice is given.

Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

2. CUSTODIAN OF RECORDS

The Secretary of the Association, or other person designated by the Board, is the designated Custodian of the Records of Association. As such, the Secretary of the Association, or other Board designee, is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

3. PROCEDURES FOR RESPONDING TO REQUEST FOR INFORMATION

All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.

Requests for information will **NOT** be approved when the information regards pending legal issues, unless specifically required by law; information of personnel matters such as individual salaries; information about other members; information that is privileged or confidential.

4. COST OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS

The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.

The following are the costs of materials, labor, and overhead, which shall be charged to the Owner requesting. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.

4.1 Copy Charge:

- (1) Standard paper copy. The charge for 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: covers materials onto which information is copied and does not reflect any additional charges, including labor, that may be associated with a particular request. 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 & non-rewritable CD - \$1.00
 - (F) Digital video disc - \$3.00
 - (G) JAZ drive – actual cost
 - (H) Other electronic media – actual cost
 - (I) VHS video cassette - \$2.50
 - (J) Audio cassette - \$1.00

- (3) Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50
- (4) Specialty paper (e.g. Mylar, blueprint, blueline, map, photographic) – actual cost

4.2 Labor Charge:

For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:

- (1) Labor charge - \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;
- (2) No labor charge to be billed for requests that are fifty (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) Labor charge may be charged when confidential information is mixed with non-confidential information in the same page, for time spent to redact, blackout, or otherwise obscure confidential information for requests of fifty (50) or more pages.

4.3 Overhead Charge:

Whenever a labor charge is applicable to a request, the Association shall include in the charges direct and indirect charges, 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. The charge shall be made in accordance with the methodology described hereafter:

- (1) The overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge;
- (2) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

4.4 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.

Related postal or shipping expenses, which are necessary to transmit the reproduced information, may be added to the total charge.

If payment by credit card is accepted, if a transaction fee is charged by the credit card company, that fee may be added to the total charge.

5. DENIAL OF REQUESTED INFORMATION

If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting member of that decision and the reason for it in a timely manner.

6. DOCUMENT RETENTION POLICY

This Section 6 provides for the systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed.

The Association retains specific documents for the time periods outlined in the attached Exhibit "A." Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in Exhibit "A". Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on Exhibit "A" will be maintained for the identified time period.

The Custodian of the Records of Association is responsible for the ongoing process of identifying the Association's records, which have met the required retention period, and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

CERTIFICATE OF SECRETARY

I hereby certify as Secretary of the Shavano Rogers Ranch Crosstimber Homeowners Association, Inc., that the foregoing Shavano Rogers Ranch Crosstimber Homeowners Association, Inc.'s Document Retention, Access, Production and Copying Policy was approved on the 21st day of September, 2011, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 20th day of January, 2012.

Carol Waryas
Carol Waryas, Secretary

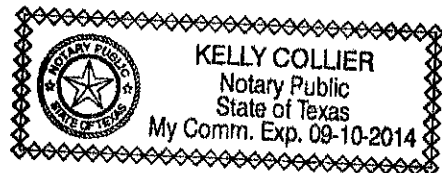
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BEFORE ME, on this day personally appeared Carol Waryas, the Secretary of Shavano Rogers Ranch Crosstimber Homeowners Association, Inc., known by me to be the person whose name is subscribed to the this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 20th day of January, 2012.

Kelly Collier
Notary Public - State of Texas

After Recording Return To:
Eugene Patillo
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209



Doc# 20120019547
Pages 16
02/02/2012 1:50PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$72.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
02/02/2012 1:50PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff