

**BYLAWS OF
TUMBLEWEED ESTATES HOMEOWNERS ASSOCIATION, INC .**

ARTICLE I

Name and Location

Section 1. The name of this corporation shall be Tumbleweed Estates Homeowners Association, Inc.

Section 2. The principal office and place of business of this Association shall be maintained in the City and County of El Paso, Texas.

Section 3. Other offices for the transaction of the business of the Association shall be located at such other places either within or outside the State of Texas as may be determined by the Board of Directors from time to time.

Section 4. The following terms used in these bylaws are defined as follows:

“Association” means Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

“Board of Directors” means the Board of Directors of the Association.

“Certificate” means the Certificate of Formation of the Association.

“Clubhouse/Amenities Improvements” means a clubhouse, swimming pool, surrounding landscape, sidewalks and similar improvements identified on the Map as the “Clubhouse/Amenities Improvements”.

“Common Areas” means the streets of the Subdivision, including any entry gates or facilities and related landscaping, streetlights within the street right of way or utility easements, trash collection areas, all other portions of the Subdivision shown on the Map to be Common Areas, all utility easements shown on the Map, other easement areas that the Association is required to maintain under the terms of the Declaration and such other portions of the Subdivision which Declarant may, by deed, convey to the Association as Common Area. In the avoidance of any doubt, the term “Common Areas” does not include the Clubhouse/Amenities Improvements.

“Common Assessment” means an assessment for Common Expenses.

“Common Expenses” means: (a) the expenses of, or reasonable reserves for, the maintenance, management, operation, repair and replacement of those portions of the Common Area that is the responsibility of the Association to maintain, manage, operate, repair and replace, including, but not limited to the maintenance of streets, entry gates or facilities and related landscaping, streetlights and trash collection areas; (b) the cost of capital improvements which the Association may from time to time authorize; (c) the expenses of management and administration of the Association, including, without limitation, compensation paid by the Association to a manager, or accountants, attorneys, or other employees or agents; (d) any other item or items designated by or in accordance with other provisions of the Declaration or the Bylaws to be Common Expenses; and (e) any other expenses reasonably incurred by the Association on behalf of all Owners.

“Declarant” means Wildwood Developers, L.L.C., a Texas limited liability company, the declarant under the Declaration.

“Declaration” means the Declaration of Covenants, Conditions and Restrictions for the Subdivision, of record in the Real Property Records, El Paso County, Texas.

“Development Period” is the period of time from the date hereof until such time as Declarant is no longer a Class B member of the Association.

“Fiscal Year” shall mean January 1st to December 31st of each year.

“Lot” means any numbered lot shown on the Map, other than Common Areas.

“Map” means the map and plat of the Subdivision of record in the Plat Records of El Paso County, Texas.

“Member” means a member of the Association.

“Mortgage” includes deeds of trust, mortgages and recorded contracts of sale wherein the purchaser is entitled to possession of a Lot.

“Mortgagee” means a person or entity to whom a Mortgage upon a Lot is granted and shall include the beneficiary of a Deed of Trust and the holder of a vendor's interest in recorded contracts of sale wherein the purchaser is entitled to possession of a Lot.

“Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the payment or performance of an obligation.

“Property” means the Tumbleweed Estates Subdivision as set forth on the Map.

“Rules and Regulations” means the Rules and Regulations governing the use of the Subdivision, duly adopted under this Declaration and the Bylaws or as may be duly amended by the Board of Directors.

“Subdivision” means the Tumbleweed Estates Subdivision as set forth on the Map.

“Vendor's Lien” has the meaning given such term in Article VII, Section 8.

ARTICLE II

Membership and Assessments

Section 1. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The membership held by an Owner shall not be transferred, pledged or alienated in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. Evidence of transfer of membership shall be furnished to the Association in the form of a certified copy of the recorded conveyance of a Lot signed by the current Owner thereof as reflected upon the books and records of the Association.

Section 2. The Association shall have two classes of voting membership with the voting rights hereinafter indicated:

Class A Members. Class A Members shall be all Owners with the exception of Declarant. As long as Declarant is a Class B Member, no Class A Member will have a vote. When Declarant is no longer a Class B Member, each Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall constitute one Member, and the one (1) vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B Members. Declarant shall be a Class B Member and the Class B Membership shall cease and be converted to a Class A Membership (provided that Declarant is then an Owner) on the happening of either of the following events, whichever occurs earlier:

(i) The sale of all Lots to Owners other than Declarant or Declarant's affiliated entities; or

(ii) Should Declarant notify in writing all Members of Declarant's election to convert from a Class B Member to a Class A Member;

and (unless the next annual meeting of the Association shall come within 120 days after such conversion) a special meeting of the Members shall be called by the Board of Directors within not more than 120 days after such conversion for the purpose of electing a new Board of Directors.

Section 3. The voting rights of any Member shall be automatically suspended during any period during which such Member shall be delinquent in the payment of assessments due the Association.

ARTICLE III

Membership Meetings

Section 1. An annual meeting of the Members shall be held during the month of December. Special meetings may be called by the Board of Directors of the Association upon the giving of thirty days' written notice to the Members. At the annual meeting, the Members shall elect the members of the Board of Directors for the ensuing year and transact such other business as may come before the meeting.

Section 2. Members holding 20% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

Section 3. At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless other-wise provided in the proxy.

ARTICLE IV

Board of Directors

Section 1. The Board of Directors shall be at least three in number and may consist of any number greater than three.

Section 2. The members of the Board of Directors shall be elected by the Members and shall hold office for a term of one year or until their successors are duly elected and are qualified. After the Development Period, all members of the Board of Directors shall be Members.

Section 3. If the office of any Director becomes vacant for any reason, the Board of Directors shall choose a successor who shall hold office for the unexpired term in which such vacancy occurred.

Section 4. The Board of Directors shall meet at least once each year. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members, and at such meeting, the Board of Directors shall elect the officers of the Association for the ensuing year. The Board of Directors shall also meet when called by any two members of the Board, and unless waived, notice of such meeting shall be at least ten days in advance of the called date. A quorum for the transaction of business shall be two-thirds of the Board of Directors.

Section 5. The Board of Directors shall have control and management of the affairs of the funds of the Association and all its functions. The Board of Directors shall have the authority to appoint and confirm special committees of the Board of Directors to exercise within the area of their appointment all the powers of the Board of Directors. The Board of Directors shall have the authority, from time to time, to make reasonable Rules and Regulations regarding the use and enjoyment of the Common Areas which are not inconsistent with the Declaration or the Certificate, which Rules and Regulations shall be binding upon all Members.

Section 6. The Board of Directors may employ a professional management agent to perform such duties and services as the Board of Directors shall direct, including, but not limited to, the collection of and accounting for Common Assessments made by the Association. Any such management agreement shall provide for a rate of compensation to be established and approved by the Board of Directors, and shall further provide for the right of the Association to terminate the agreement with cause upon not more than thirty (30) days written notice and without cause upon not more than sixty (60) days written notice.

ARTICLE V

Officers

Section 1. Officers of the Association shall be:

President
One or more Vice Presidents
Secretary and one or more Assistant Secretaries
Treasurer and one or more Assistant Treasurers

Any two or more offices may be held by the same person, except the offices of President and Secretary. These officers shall be elected by a majority vote of the Board of Directors at the annual meeting of the Board of Directors.

Section 2. Each officer shall hold office during the ensuing year or until his successor shall have been duly elected and qualified.

Section 3. After the Development Period, no person shall be eligible to hold office in the Association unless such person is a Member.

Section 4. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 5. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VI

Duties of Officers

Section 1. President. The President shall preside over the meetings of the Board of Directors. The President shall have general direction and control of the affairs of the Association. He shall preside at all meetings of the Association. He shall perform such other duties as are usual to his office, including the execution of documents, contracts or instruments authorized by the Board of Directors.

Section 2. Vice Presidents. The First Vice President shall perform the duties of the President in the absence or inability of the President. The Second Vice President shall perform these duties in case of the absence or inability of the First Vice President, et cetera.

Section 3. Secretary. The Secretary shall keep the records of the Association. He shall perform such other duties as may be required of him for the proper conduct of his office.

Section 4. Treasurer. The Treasurer shall supervise the receipt and care of all funds of the Association and shall approve the disbursement of the same upon checks and vouchers. He shall keep an accurate account of the funds and may be required by the Board of Directors to give a bond in such amount as the Board of Directors may determine. He shall report regarding the funds in his possession whenever required to do so by the Board of Directors or the President.

ARTICLE VII

Common Assessments

Section 1. The Board of Directors shall have the responsibility and authority to assess each Lot for Common Expenses, and the Owners of such Lots shall be personally liable for the payment of such Common Assessments levied during the time any such Owner owns a Lot, and the Common Assessment applicable to each Lot shall be a charge and continuing lien upon each such Lot.

Section 2. Not less than thirty (30) days prior to the beginning of each Fiscal Year, the Board of Directors shall, after taking into consideration all anticipated items of Common Expense for such Fiscal Year, together with a reasonable reserve for contingencies, fix and establish the amount of the Common Assessment for the ensuing Fiscal Year. Each Owner shall be required to pay each Owner's proportionate part thereof which shall be a fraction, the numerator of which is the number of Lots owned by each such Owner and the denominator of which is the total number of Lots.

Following the establishment of the Common Assessment, each Owner shall be given notice of the Common Assessment and each Owner's proportionate part thereof, but the failure of an Owner to receive such notice shall not affect such Owner's liability for the payment of each Owner's proportionate part thereof. Each Owner's proportionate part of the Common Assessment shall be due and payable by each

Owner (excluding Declarant) in equal installments as determined by the Board of Directors, but such installments shall be payable no more frequently than monthly during the Fiscal Year.

During the course of a Fiscal Year, should the Board of Directors determine that the Common Assessments theretofore assessed will be inadequate, the Board of Directors from time to time may increase the Common Assessment for such Fiscal Year and each Owner's proportionate part. Conversely, should the Board of Directors during the course of a Fiscal Year determine that the Common Assessments theretofore assessed will create a surplus in excess of that necessary as a reserve for contingencies, the Board of Directors from time to time may decrease the Common Assessment and each Owner's proportionate part. In either such event, the Board of Directors shall notify each Owner of the adjustment and the revised amount of each quarterly installment thereafter due by each Owner.

Section 3. If the Board of Directors shall fail to fix and establish the Common Assessment and the proportionate part due by each Owner of a Lot as herein provided, the Common Assessment and the proportionate part due by each Owner of a Lot for the previous Fiscal Year shall be automatically established immediately prior to the commencement of the Fiscal Year so that there will be no interruption in the payment by an Owner of the quarterly installments due paying such Owner's proportionate part of the Common Assessment.

Section 4. Each Owner of a Lot purchased from Declarant, on the date of the purchase, shall become liable to the Association for a pro rata part of the Common Assessment attributable to such Lot then established by the Board of Directors; such pro rata part being a fraction, the numerator of which is the number of calendar days until the next ensuing January 1, and the denominator of which is 365. The prorated monthly payment for the month in which a Lot is purchased shall be due and payable by each such Lot Owner within ten (10) days after receipt from the Association of a statement therefor.

Section 5. Declarant, during the Development Period, shall have no obligation to pay to the Association the proportionate part of the Common Assessment applicable to Lots owned by Declarant. Declarant shall, however, during the Development Period, pay to the Association from time to time, as required, any amounts necessary (over and above payments to the Association by other Lot Owners) to satisfy the Association's current operating expenses on a cash basis. During the Development Period, Declarant shall have no obligation to contribute any sums to the Association on account of reserves. At the termination of the Development Period, the Lots then owned by Declarant, if any, shall bear their full proportionate share of Common Assessments and special assessments.

Section 6. No Owner shall be exempt from liability for Common Assessments duly established by the Association. Further, no diminution or abatement of Common Assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Lots or from any action taken to comply with any law, ordinance or order of a governmental authority.

Section 7. The payment of a Common Assessment shall be considered delinquent if not paid upon the due date thereof and shall bear interest from such date at the rate of twelve (12%) percent per annum until paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as the Board of Directors may from time to time determine. Each Owner (whether one or more) shall be and remain personally liable for the payment of all Common Assessments which may be levied against such Owner's Lot by the Association in accordance with the terms and provisions of the Declaration until the same shall be paid in full, both principal and interest. In the event of sale or conveyance of a Lot, the purchaser of same shall be required and entitled to cause such delinquent assessments to be paid out of the sales price and, failing this, such purchaser shall become personally liable for payment of such delinquent assessments by such purchasers acceptance of a deed to such Lot from an Owner in default.

Section 8. The Association may enforce collection of delinquent assessments by suit at law for a money judgment and may seek the appointment of a receiver and/or judicial foreclosure of a vendor's lien (the "*Vendor's Lien*") to be reserved and transferred to the Association. Failure to seek judicial foreclosure of such Vendor's Lien in any suit at law for a money judgment shall not operate to waive such Vendor's Lien, but the same shall remain in full force and effect to secure the payment of all assessments due or to become due by an Owner.

Section 9. The Common Assessments against all Owners shall be set forth upon a roll of the Lots which shall be available in the office of the Association for inspection at all reasonable times by Owners and Mortgagees or their duly authorized representatives. Such Assessment Roll shall indicate for each Lot the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate signed by an officer of the Association as the status of an Owner's assessment account shall limit the liability of any person for whom made other than the Owner. The Association shall issue such certificates to such persons as an Owner may request in writing and shall be entitled to charge a reasonable fee therefor in such amount as shall be determined by the Board of Directors from time to time.

ARTICLE VIII

Contracts, Checks, Deposits and Funds

Section 1. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts or orders for the payment of money, notes, or other evidences issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

Section 3. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX

Amendments to Bylaws

Section 1. These Bylaws may be amended from time to time as required.

Section 2. In any case in which it is desired to amend these Bylaws, the Board of Directors, by a majority vote of a quorum thereof, shall first approve the proposed amendment for submission to the Members at an Annual or Special Meeting thereof. Notice of the time, place and purposes of any such meeting shall be as set forth in Article III hereof, except that notice of an Annual Meeting to amend the Bylaws shall state said purposes.

Section 3. The proposed amendment shall be put to a vote of the Members present at said meeting, and if said amendment shall receive the affirmative votes of at least two thirds of the Members present (provided such Members shall constitute a quorum), the amendment shall be declared adopted.

ARTICLE X

Seal

Section 1. The official seal of the Association shall consist of a design consistent with the approval of the Board of Directors.

ARTICLE XI

Indemnification of Directors and Officers

Section 1. To the extent permitted by law, each director and officer or former director and officer of the Association may be indemnified, defended and held harmless by the Association against liabilities imposed upon him or her and against him or her (including attorney's fees), or any action, of his or her service as a director or officer, and against such sums as independent counsel selected by the Board of Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding; provided, however, that no director or officer shall be indemnified with respect to matters which shall be settled by the payment of the sums which counsel for the Association may deem unreasonable or with respect to matters for which such indemnification would be against public policy or in contravention of Tex.Rev.Civ.Stat.Ann. art. 1396-2.22A, as amended.

Section 2. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association against any liability asserted against him or her and incurred by them in any such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability.

ARTICLE XII

Mortgages

Section 1. Any Owner who shall give a Mortgage upon such Owner's Lot shall furnish the Association the name and address of such Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Lots". Upon written request from any Mortgagee, the Association shall report to such Mortgagee: (a) any unpaid Common Assessments due from the Owner of such Lot at the same time as the Association makes demand of the Owner for the payment of any Common Assessment; and (b) any other default by the Owner in the performance of such Owner's obligations under the terms and provisions of this Declaration which shall not have been cured within 30 days after written notice to such Owner by the Association specifying such default. Likewise, upon written request from any Mortgagee, any such Mortgagee shall also be entitled to prompt written notification from the Association of: (a) the calling of all meetings of the Members (and each such Mortgagee shall be entitled to designate a representative to attend such meetings); (b) the occurrence of substantial damage to the Common Areas; and (c) the taking of any portion of the Common Areas by a condemning authority.

Section 2. All Mortgagees shall be entitled to inspect the books and records of the Association during normal business hours and upon request shall be entitled to receive from the Association an annual financial statement of the Association certified by an officer or a Director of the Association to be true and correct within 90 days following the end of each fiscal year of the Association.



Office of the Secretary of State

CERTIFICATE OF FILING OF

Tumbleweed Estates Homeowners Association, Inc.
File Number: 803820807

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/05/2020

Effective: 11/05/2020



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$25



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803820807 11/05/2020
Document #: 1006050430002
Image Generated Electronically
for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Tumbleweed Estates Homeowners Association, Inc.

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Gustavo Quintana

C. The business address of the registered agent and the registered office address is:

Street Address:

6950 Helen of Troy Drive El Paso TX 79911

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Gustavo Quintana**

Title: **Director**

Address: **6950 Helen of Troy Drive El Paso TX, USA 79911**

Director 2: **Fernando Haddad**

Title: **Director**

Address: **6950 Helen of Troy Drive El Paso TX, USA 79911**

Director 3: **David Carmona**

Title: **Director**

Address: **6950 Helen of Troy Drive El Paso TX, USA 79911**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

Neighborhood association for Tumbleweed Estates.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Mike Ainsa **5809 Acacia Circle, El Paso, Texas 79912**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Mike Ainsa

Signature of organizer.

FILING OFFICE COPY

AFTER RECORDING RETURN TO:

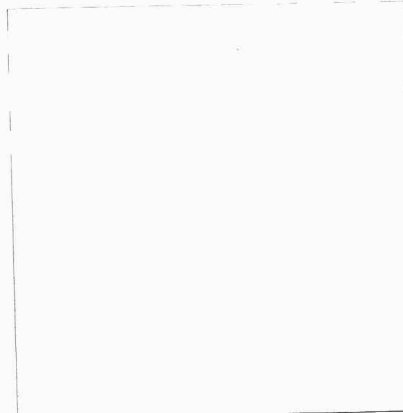
Tumbleweed Estates Homeowners Association, Inc.
Attn: Gustavo Quintana
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

**MANAGEMENT CERTIFICATE
TUMBLEWEED ESTATES HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Tex. Prop. Code § 209.004, Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation (the "*Association*"), hereby sets forth the following information:

1. The name of the subdivision is "Tumbleweed Estates".
2. The name of the Association is "Tumbleweed Estates Homeowners Association, Inc."
3. The recording data for the subdivision is: Clerk's File No. 20210012521, Real Property Records of El Paso County, Texas.
4. The recording data for the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Tumbleweed Estates is: Clerk's File No. 20220030651, Real Property Records of El Paso County, Texas.
5. The name and mailing address of the Association is Tumbleweed Estates Homeowners Association, Inc., 6950 Helen of Troy Drive, El Paso, Texas 79911-3024.
6. The name, mailing address, telephone number, and email address of the person managing the Association or the Association's designated representative is: Gustavo Quintana, 6950 Helen of Troy Drive, El Paso, Texas 79911-3024; (915) 252-3457; gustavocquintana@gmail.com.
7. The website address of any Internet website on which the Association's dedicatory instruments are available in accordance with Section 207.006 of the Texas Property Code is: Tumbleweed-Estates.com.
8. The amount and description of a fee or fees charged by the Association relating to a property transfer in the subdivision is: \$250.00.

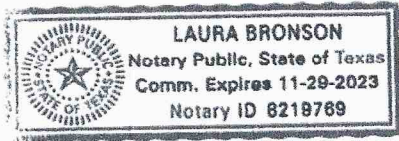
**TUMBLEWEED ESTATES HOMEOWNERS
ASSOCIATION, INC., a Texas nonprofit corporation**



O.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

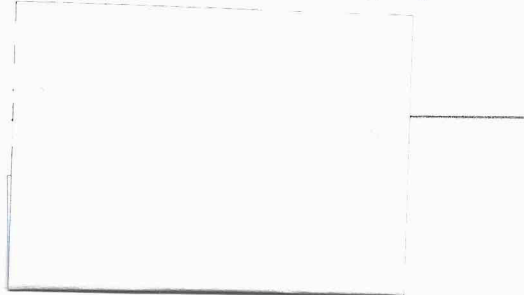
This instrument was acknowledged before me on May 5, 2022, by David Carmona, Secretary of Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Laura Bronson

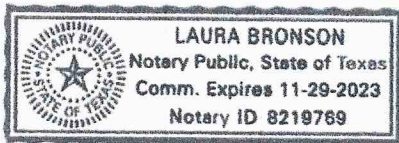
Notary Public

The undersigned hereby certifies that he is the duly elected and qualified President of Tumbleweed Estates Homeowners Association, Inc.; that David Carmona is the duly elected and qualified Secretary; that the signature above is the genuine signature of David Carmona, and that the foregoing Certificate is true and correct.



STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on May 5, 2022, by Gustavo Quintana, President of Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Laura Bronson

Notary Public

Doc # 20220044432
#Pages 2 #NFPages 1
05/09/2022 08:56 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$30.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
heron by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County



Delia Briones

EL PASO COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

DOCUMENTATION RETENTION POLICY

SUBDIVISION. Tumbleweed Estates Subdivision as described on Exhibit A hereto.

ASSOCIATION. Tumbleweed Estates Homeowners Association, Inc.

The Board of Directors of Tumbleweed Estates Homeowners Association, Inc., a Texas property owners association as defined by Texas Prop. Code Chapter 209, has resolved that it is in the best interests of the Association to adopt this Policy, and has instructed the undersigned to execute and effect recording of this instrument on behalf of the Association.

PURPOSE. The purpose of this Policy is to comply with the minimum requirements of Texas Prop. Code Sec. 209.005(m) which requires a property owners' association composed of more than 14 lots to adopt and comply with a document retention policy.

EFFECTIVE DATE. This policy is adopted by the Board of Directors to be effective date from November 5, 2020.

DOCUMENT RETENTION REQUIRMENTS. At a minimum, the Association will retain the documents required by Texas Prop. Code Sec. 209.005(m) for the periods required by Texas Prop. Code Sec. 209.005(m), which on the Effective Date consists of the documents identified on Exhibit B hereto.

CONSTRUCTION. The Policy may not be constructed to prevent the Board of Directors from adopting, amending and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records, and information of the Association, including, without limitation, policies relating to the storage and destruction of the items identified on Exhibit B, and policies pertaining to the retention, storage, and destruction of other types of documents, records, and information of the Association. This provision may not be constructed as a duty of the Board of Directors to adopt such additional administrative policies.

APPLICABILITY. Pursuant to Texas Prop. Code Sec. 209.005, this Policy applies only with respect to books and records of the Association generated on or after January 1, 2012, the effective date of the law.

PUBLIC RECORDS. In case this administrative policy is constructed to be a "dedicatory instrument" within the meaning of Texas Prop. Code Sec. 202.001(1), it will be publicly recorded in El Paso County, Texas, pursuant to Texas Prop. Code Sec. 202.006(b). All amendments, restatements, and supplements to this policy must also be publicly recorded in El Paso County, Texas, unless and until State law clarifies that public recording of administrative policies, such as an assertion by the Association that this policy, which is administrative in nature, is a "dedicatory instrument."

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

DOCUMENTATION RETENTION POLICY

SUBDIVISION. Tumbleweed Estates Subdivision as described on Exhibit A hereto.

ASSOCIATION. Tumbleweed Estates Homeowners Association, Inc.

The Board of Directors of Tumbleweed Estates Homeowners Association, Inc., a Texas property owners association as defined by Texas Prop. Code Chapter 209, has resolved that it is in the best interests of the Association to adopt this Policy, and has instructed the undersigned to execute and effect recording of this instrument on behalf of the Association.

PURPOSE. The purpose of this Policy is to comply with the minimum requirements of Texas Prop. Code Sec. 209.005(m) which requires a property owners' association composed of more than 14 lots to adopt and comply with a document retention policy.

EFFECTIVE DATE. This policy is adopted by the Board of Directors to be effective date from November 5, 2020.

DOCUMENT RETENTION REQUIRMENTS. At a minimum, the Association will retain the documents required by Texas Prop. Code Sec. 209.005(m) for the periods required by Texas Prop. Code Sec. 209.005(m), which on the Effective Date consists of the documents identified on Exhibit B hereto.

CONSTRUCTION. The Policy may not be constructed to prevent the Board of Directors from adopting, amending and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records, and information of the Association, including, without limitation, policies relating to the storage and destruction of the items identified on Exhibit B, and policies pertaining to the retention, storage, and destruction of other types of documents, records, and information of the Association. This provision may not be constructed as a duty of the Board of Directors to adopt such additional administrative policies.

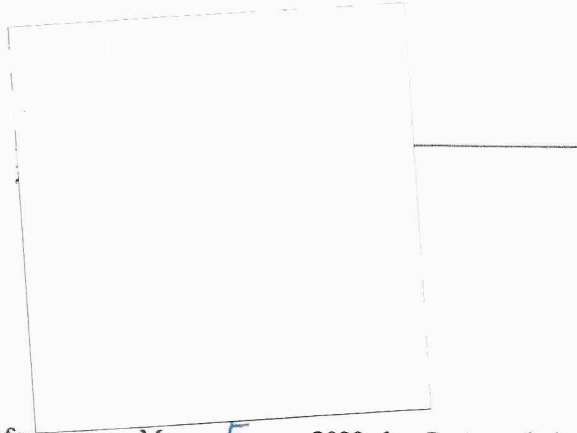
APPLICABILITY. Pursuant to Texas Prop. Code Sec. 209.005, this Policy applies only with respect to books and records of the Association generated on or after January 1, 2012, the effective date of the law.

PUBLIC RECORDS. In case this administrative policy is constructed to be a "dedicatory instrument" within the meaning of Texas Prop. Code Sec. 202.001(1), it will be publicly recorded in El Paso County, Texas, pursuant to Texas Prop. Code Sec. 202.006(b). All amendments, restatements, and supplements to this policy must also be publicly recorded in El Paso County, Texas, unless and until State law clarifies that public recording of administrative policies, such as an assertion by the Association that this policy, which is administrative in nature, is a "dedicatory instrument."

By signing below, the undersigned certifies that the Board of Directors of Tumbleweed Estates Homeowners Association, Inc. adopted this policy and instructed the undersigned to execute this policy and effect its recording on behalf of the Association.

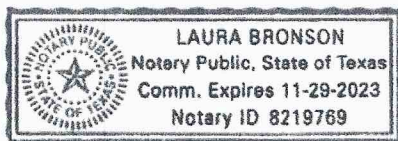
SIGNED on May 5, 2022.

**TUMBLEWEED ESTATES HOMEOWNERS
ASSOCIATION, INC.**, a Texas nonprofit corporation



STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on May 5, 2022, by Gustavo Quintana, President of Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Laura Bronson

Notary Public

**EXHIBIT A TO
HOA DOCUMENT RETENTION POLICY**

DESCRIPTION OF SUBDIVISION

Tumbleweed Estates, a subdivision platted pursuant to Section 232, Subchapter B, Local Government Code, in El Paso County, Texas, as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded under Clerk's File No. 20210012521 in the Real Property Records of El Paso County, Texas, previously described as a portion of Lot 1, Block 1, ARROYO SECO, according to the Plat thereof recorded on November 15, 2006, under Clerk's File No. 20060110944, Real Property Records, El Paso County, Texas

**EXHIBIT B TO
HOA DOCUMENT RETENTION POLICY**

MINIMUM STATUTORY REQUIREMENTS

Effective November 5, 2020, Tumbleweed Estates Homeowners Association, Inc. will retain the following documents for the below stated periods of time, being the requirements of Texas Prop. Code Sec. 209.005(m):

certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;

financial books and records shall be retained for at least seven years;

account records of current owners shall be retained for at least five years;

contracts with a term of one year or more shall be retained for at least four years after the expiration of the contracts' terms;

minutes of meetings of the owners and the board shall be retained for at least seven years; and

tax returns and audit records shall be retained for at least seven years.

Doc # 20220044433
#Pages 4 #NFPages 1
05/09/2022 08:56 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$38.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County



Delia Briones

EL PASO COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

OPEN RECORDS, PRODUCTION AND COPYING POLICY

Date: May 5, 2022

Subdivision: Tumbleweed Estates, a subdivision platted pursuant to Section 232, Subchapter B, Local Government Code, in El Paso County, Texas, as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded under Clerk's File No. 20210012521 in the Real Property Records of El Paso County, Texas, previously described as a portion of Lot 1, Block 1, ARROYO SECO, according to the Plat thereof recorded on November 15, 2006, under Clerk's File No. 20060110944, Real Property Records, El Paso County, Texas

Property Owners Association: Tumbleweed Estates Homeowners Association, Inc.

Charges: Charges for examining and copying Property Owners Association information are set out in Exhibit A.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to --

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code Section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has maintained a separate copy of the document.

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

OPEN RECORDS, PRODUCTION AND COPYING POLICY

Date: May 5, 2022

Subdivision: Tumbleweed Estates, a subdivision platted pursuant to Section 232, Subchapter B, Local Government Code, in El Paso County, Texas, as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded under Clerk's File No. 20210012521 in the Real Property Records of El Paso County, Texas, previously described as a portion of Lot 1, Block 1, ARROYO SECO, according to the Plat thereof recorded on November 15, 2006, under Clerk's File No. 20060110944, Real Property Records, El Paso County, Texas

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1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code Section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the County Clerk of El Paso County, Texas.
2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.
3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and—
 - a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
 - b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Property Owners Association receives the request.
4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that —
 - a. informs the owner that the Property Owners Association is unable to produce the information on or before the tenth business day after the date the Property Owners Association received the request; and
 - b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.
5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Property Owners Association to copy and forward to the owner.
6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners Association.
7. Before starting work on an owner's request, the Property Owners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.
8. Within ten (10) business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

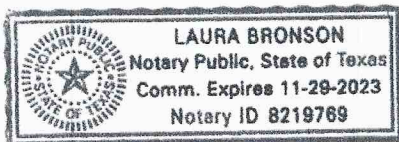
10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth 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 Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the Owner not later than the thirtieth business day after the date the invoice is sent to the owner.

**TUMBLEWEED ESTATES HOMEOWNERS
ASSOCIATION, INC.,** a Texas nonprofit corporation



STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on May 5, 2022, by Gustavo Quintana, President of Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Laura Bronson

NOTARY PUBLIC

EXHIBIT A

Charges for Examining and Copying Property Owners Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner's request for Property Owners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. **Whenever** any labor charge is applicable to a request, the Property Owners 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 Property Owners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .

b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty or fewer Pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Property Owners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are —

- a. diskette—\$1.00;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blue-line, map, photographic) - actual cost.

Doc # 20220044434
#Pages 5 #NFPages 1
05/09/2022 08:56 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$42.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
Attn: Gustavo Quintana
6950 Helen of Troy Drive
El Paso, Texas 79911-3024

**ALTERNATIVE PAYMENT SCHEDULE
AND GUIDELINES
(Payment Plan Policy)**

Date: May 5, 2022

Property Owners Association: Tumbleweed Estates Homeowners Association, Inc.

Property Owners Association's Address: 6950 Helen of Troy Drive
El Paso, Texas 79911-3024

Subdivision: Tumbleweed Estates, a subdivision platted pursuant to Section 232, Subchapter B, Local Government Code, in El Paso County, Texas, as shown and designated on the plat of the Subdivision filed in the Office of the Clerk of El Paso County, Texas, and recorded under Clerk's File No. 20210012521 in the Real Property Records of El Paso County, Texas, previously described as a portion of Lot 1, Block 1, ARROYO SECC, according to the Plat thereof recorded on November 15, 2006, under Clerk's File No. 20060110944, Real Property Records, El Paso County, Texas

Payment Plan Guidelines: Minimum of 3 months not to exceed 18 months as per the attached Payment Plan Guidelines

Administrative Fee: \$250.00

Annual Interest Rate: 8.00%

The Property Owners Association establishes the attached Payment Plan Guidelines to allow owners who are delinquent in payment of a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt will result in nonmonetary penalties, such as loss of privileges.

Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association.

Owners can make no more than one (1) request for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

Payment received by the Property Owners Association from an Owner shall be applied to the Owner's debt in the order and priority set forth in Section 209.0063 of the Texas Property Code.

[Signatures on Next Page]

AFTER RECORDING RETURN TO:

Tumbleweed Estates Homeowners Association, Inc.
Attn: Gustavo Quintana
6950 Helen of Troy Drive
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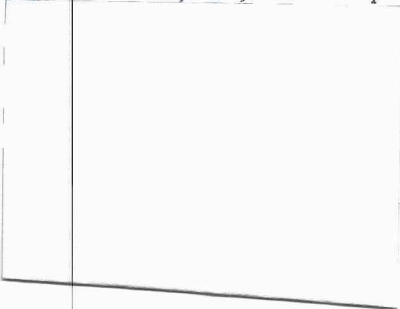
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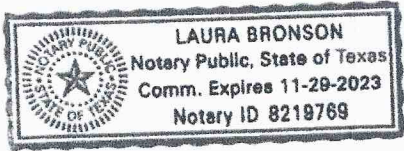
[Signatures on Next Page]

**TUMBLEWEED ESTATES HOMEOWNERS
ASSOCIATION, INC., a Texas nonprofit corporation**



STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on May 5, 2022, by Gustavo Quintana, President of Tumbleweed Estates Homeowners Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Laura Bronson

NOTARY PUBLIC

Doc # 20220044435
#Pages 2 #NFPages 1
05/09/2022 08:56 AM
Filed & Recorded in
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County Clerk
Fees \$30.00

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Delia Briones

EL PASO COUNTY, TEXAS