



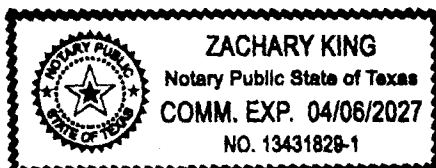
**MANAGEMENT CERTIFICATE**  
(Texas Property Code Section 209.004)

1. Name of Subdivision: **WEST POINT PLACE - PHASE ONE & PHASE TWO**
2. Subdivision Recording Data: The Phase One plat of the Subdivision recorded under County Clerk's File No. 200422522, Official Public Records, Gregg County, Texas and the Phase Two plat of the Subdivision recorded under County Clerk's File No. 200624580, Official Public Records, Gregg County, Texas
3. Declaration Recording Data: The Declaration recorded under County Clerk's File No. 200415238, Official Public Records, Gregg County, Texas; and Supplement to Declaration recorded under County Clerk's File No. 200709635, Official Public Records, Gregg County, Texas
4. Name of Association: **WEST POINT PLACE HOMEOWNERS' ASSOCIATION**, an unincorporated non-profit association
5. Association Governing Documents: The Association's Articles of Association are attached as Exhibit "A", By-Laws are attached as Exhibit "B", Guidelines for Alternative Payment Plans as Exhibit "C", Alternative Payment Plan Agreement as Exhibit "D", Document Retention Policy as Exhibit "E", and Records Production and Copying Policy as Exhibit "F"
6. Mailing Address of Association or Managing Agent:  
PO Box 3674  
Kilgore, Texas 75662  
  
WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, an unincorporated non-profit association  
  
By: *Crystal Kranzman*  
Name: Crystal Kranzman  
Title: President

STATE OF TEXAS       §  
COUNTY OF GREGG   §

This instrument was acknowledged before me on the 23 day of January, 2025, by Crystal Kranzman, President of WEST POINT PLACE HOMEOWNERS' ASSOCIATION, a Texas nonprofit association, on behalf of said association.

*Zachary King*  
Notary Public, State of Texas



# EXHIBIT A

## ARTICLES OF ASSOCIATION

For

### WEST POINT PLACE HOMEOWNERS' ASSOCIATION

To further common purposes, the members agree to organize as under these articles of Association.

#### Article I. Name

The name of this association will be the West Point Place Homeowners' Association.

#### Article II. Principle Office

The principle office of the association will be established by the board of directors of the association. The association may have such other offices as may from time to time be designated by its members (sometimes referred to as "owners") or its executive committee.

#### Article III. Purposes

This association is a nonprofit association created pursuant to Vernon's Ann.Civ.St.art. 1396-70.01, the Texas Uniform Unincorporated Nonprofit Association Act. The purposes for which this association is formed are set forth in the Restrictions for the subdivision commonly known as "WEST POINT PLACE", enforcement of such Restrictions for the benefit of all lot owners in West Point Place.

#### Article IV. Powers

In furtherance of the objectives described above, but not in limitation of such objectives, the association will have the power, insofar as such power is conferred, or is not limited, by law, to make and perform contracts for any lawful purpose, to engage in various funding and fundraising activities and to acquire, own, hold, operate and maintain such property as may be required to effectuate its lawful purposes.

#### Article V. Membership

A. The association will have one class of members only. All voting rights and other rights, interests and privileges of each member will be equal.

B. The rights and privileges of members, their liability for dues and assessments, and the termination and transfer of membership will be as stated in the by-laws.

#### Article VI. Governing Body

The powers of the association will be exercised by a board of directors comprised of three members. The qualifications, the time and manner of election, the terms and duties of office and the manner of filling vacancies will be as set forth in the by-laws.

## Article VII. Officers

A. Elective officers. The officers of this association will be a president, vice president, secretary and treasurer. Other offices and officers may be established or appointed by members of the association at the regular annual meeting. The qualification of, the time and manner of electing, the duties of, the office terms of, and the manner of removing officers will be as set forth in the by-laws.

B. Standing committees. Committees may be specified in the by-laws or may be appointed from time to time by the board.

## Article VIII. Amendments to Articles

These articles may be amended or repealed, in whole or in part, only by majority vote of this association's members at an organized meeting of the association.

## Article IX. By-laws

By-laws will be subsequently adopted. Such by-laws may be amended or repealed, in whole or in part, in the manner provided therein, and the amendments to the by-laws will be binding on all owners.

## Article X. Dissolution

This association may be dissolved and its affairs wound up with a two-thirds majority vote of the owners.

## Article XI. Distribution of Property on Dissolution

In the event of dissolution, property of the association shall be distributed in equal undivided interest to the members and to be decided upon by the board of directors.

These Articles of Association are adopted on the 1<sup>st</sup> day of July, 2004 at Longview, Gregg County, Texas.

BENCHMARK PROPERTIES, L.C.,  
a Texas limited liability company

By: [Signature]  
Hank Boswell, President

# EXHIBIT B

## BY-LAWS

of

### WEST POINT PLACE HOMEOWNERS' ASSOCIATION

#### Article I. Principle Office

The principle office of the association for the transaction of its business will be voted upon and established by the board. The association may have such other offices as may from time to time be designated by its members or its executive committee.

#### Article II. The Board

A. Board as Governing Body. The Association shall be governed by a Board of Directors (hereinafter referred to as "board") which shall consist of three members.

B. Composition and term of service. The members of the board first elected will consist of three classes of one member each. The first class will serve for three years, the second class for two years, and the third class for one year from the date of the first annual meeting.

Thereafter, one member will be elected to the board by the association each year to serve for a period of three years and to take the places of the class retiring. No member of the board will be eligible for reelection to a position on the board until at least one year has passed since such member's last term of office.

C. Election to Board. Election to the board will be by ballot of the members. A plurality of votes cast will be required to elect. Vacancies occurring in the board will be filled, until the next annual election, by a member selected by the vote of the remaining members of the board.

#### Article III. Meetings of the Board

A. Annual Meetings. Annual meetings of the board will be held as set by the board.

B. Special Meetings. The president may call a special meeting of the board at any time. A special meeting must be called on the written request of any two members of the board. At least twenty (20) days notice by mail or telephone of such meeting must be given to the members of the board. The notice must state the object of the meeting.

C. Quorum. Two members will constitute a quorum at meetings of the board.

#### Article IV. Officers

The officers of the association will be a president, a vice president, a secretary and treasurer. The president and vice president will be elected annually by the board from among its elected members, and will hold office until their successors have been elected. The secretary and treasurer

will be appointed by, and hold office during the pleasure of, the board, and the offices of secretary and treasurer may be held by the same person.

#### Article V. Membership

A. Ownership of a Lot as that term is defined in the Restrictions is the sole criterion for membership in the Association.

B. The Owners as that term is defined in the Restrictions shall constitute the Association.

#### Article VI. Annual Dues

The annual dues will be voted upon and decided by the board.

#### Article VII. Annual meeting of Association – Quorum

A. Date of Annual Meeting. The annual meeting of the association for the transaction of the general business of the association, will be held on the first Tuesday in January of each year.

B. Quorum. A majority of the members will constitute a quorum at all meetings of the Association.

#### Article VIII. Amendments

These by-laws may be amended by the affirmative vote of a majority of the members voting at any meeting of the association, provided notice of such amendment or amendments and the nature thereof has been given to members of the association at least thirty (30) days prior to the date of the meeting at which such amendment or amendments are to be presented for consideration. Members not present at such meeting may vote by proxy or letter addressed to the secretary.

#### Article IX. Dissolution

This association may be dissolved by the vote of a two-thirds majority of its members. In the event of dissolution the property of the association will be distributed in a manner to be determined by the board.

These By-Laws are adopted on the 1<sup>st</sup> day of July, 2004, at Longview, Gregg County, Texas.

BENCHMARK PROPERTIES, L.C.,  
a Texas limited liability company

By: Hank Boswell  
Hank Boswell, President

**EXHIBIT "C"**

**GUIDELINES FOR ALTERNATIVE PAYMENT PLANS**  
**[Tex. Prop. Code Sec. 209.0062]**

Date: September 6, 2012

Property Owner's Association: WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, a Texas non-profit association

Property Owner's Association Address: 2793 Alpine Road  
Longview, Texas 75605

Subdivision: WEST POINT PLACE - PHASES ONE & TWO

Payment Plan Guidelines:

Delinquent assessments or other amounts owed to Association shall be paid on or before three (3) months from the date of the Alternative Plan Agreement, payable in two (2) installments without interest prior to maturity; all matured sums shall bear interest from the maturity date until paid at the lesser of eighteen percent (18.00%) per annum, or the highest rate of interest allowed by applicable Texas law.

The Association establishes these Guidelines in order to allow Owner's who are delinquent in the payment of debt to the Association to pay the debt in partial payments to avoid monetary penalties; however, delinquency in the payment of a debt may result in non-monetary penalties, such as loss of privileges. Payments under a payment plan will incur interest after maturity at the annual interest rate set forth above.

To be entitled to pay a Debt under a Payment Plan, a Lot Owner who is delinquent on a debt must submit a written request to the Association.

Owners can make no more than two (2) requests for a Payment Plan within a twelve (12) month period. The 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 (2) years following the Owner's default under the previous Payment Plan Agreement.

WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, a Texas non-profit association

By: Hank Boswell  
Name: Hank Boswell  
Title: President

STATE OF TEXAS

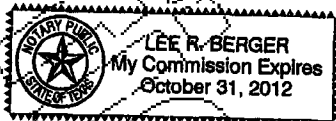
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COUNTY OF GREGG

§

§

This instrument was acknowledged before me on the 6 day of September, 2012, by Hank Boswell, President of WEST POINT PLACE HOMEOWNERS' ASSOCIATION, a Texas non-profit association, on behalf of said association.



Lee R. Berger  
Notary Public, State of Texas

**EXHIBIT "D"**

**ALTERNATIVE PAYMENT PLAN AGREEMENT**

**[Tex. Prop. Code Sec. 209.0062]**

Date: \_\_\_\_\_

Debtor: \_\_\_\_\_

Debtor's Mailing Address: \_\_\_\_\_

Debt: Principal Amount of Debt: \$ \_\_\_\_\_  
Annual Interest Rate: None prior to maturity  
Annual Interest Rate on Matured, Unpaid Amounts: The lesser of  
eighteen percent (18.00) per annum or highest lawful rate

Property Owners' Association: WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, a Texas nonprofit association

Place for Payment: PO Box 3674  
Kilgore, Texas 75662

Maturity Date: Three (3) months from date

Terms of Payment: The debt shall be paid in two (2) equal installments of \$ \_\_\_\_\_  
each due on the following dates: \_\_\_\_\_ and  
\_\_\_\_\_

Debtor promises to pay to the order of the Association the principal amount of Debt, plus interest on matured unpaid amounts at the Annual Interest Rate on Matured, Unpaid Amounts set forth above.

Debtor also promises to pay reasonable attorney fees and court or other costs if this Agreement is placed in the hands of an attorney to collect or enforce. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Debtor will pay the Association these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the Debt evidenced by this Agreement.

**DEBTOR:**

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "E"**

**RETENTION POLICY**  
**[Tex. Prop. Code Sec. 209.005(m)]**

Date: September 6, 2012

Property Owners' Association: **WEST POINT PLACE HOMEOWNERS' ASSOCIATION**

Property Owners' Association Address: PO Box 3674  
Kilgore, Texas 75662

It is the policy of the Property Owners' Association to retain the Property Owners' Association records for the time periods shown below:

**Type of Record:**

**Retention Period in years**

**ACCOUNTING**

- Account records of current owners, 5 (Prop. Code Sec. 209.005(m)(3))
- All other financial books and records 7 (Prop. Code Sec. 209.005(m)(2))

**CORPORATE RECORDS**

- Certificate of formation and all amendments Permanent (Prop Code Sec. 209.005(m)(1))
- Bylaws and all amendments Permanent (Prop. Code Sec. 209.005(m)(1))
- Restrictive covenants and all amendments Permanent (Prop. Code Sec. 209.005(m)(1))
- Minutes of meeting of owners and the board of directors 7 (Prop. Code Sec. 209.005(m)(5))

**LEGAL**

- Contracts with a term of one year or more 4 after expiration of the contract term  
(Prop. Code Sec. 209.005(m)(4))

**PERSONNEL**

- Employee earnings/payroll records 3 (FLSA, Equal Pay Act)
- Time cards/sheets 3 (FLSA)
- Form I-9 3 years after date of hire or 1 year after date of termination, whichever is later  
(Immigration Reform & Control Act)

**TAXES**

- Income tax returns, audit records and cancelled checks (federal, state & local) 7 (Sec. 209.005(m)(6) and IRS Code)
- Payroll tax returns 4 (IRS Code)

**EXHIBIT "F"**

**RECORDS PRODUCTION AND COPYING POLICY**  
**[Tex. Prop. Code Sec. 209.005]**

Date: September 6, 2012

Subdivision: **WEST POINT PLACE - PHASE ONE & PHASE TWO**

Property Owners' Association: **WEST POINT PLACE HOMEOWNERS' ASSOCIATION.** an unincorporated non-profit association

Charges: Charges for examining and copying Property Owners' Association information are set out in Schedule 1.

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 upon payment of the Charges for the copies. To the extent the Charges in this Policy exceed the charges in 1 Texas Administrative Code Sec. 70.3, the amounts in 1 Texas Administrative Code Sec. 70.3 shall 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 attorney or that is privileged as an attorney-client communication;
2. Files and records of the Property Owners' Association attorney relating to the Property Owners' Association, excluding invoices requested by an owner under Texas Property Code § 209.008(d);
3. Except to the extent the information is provided in the meeting minutes or as authorized by Tex. Prop. Code § 209.005(1),
  - 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 attorney files and records relating to the Property Owners' Association would be responsive 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 not maintained a separate copy of the document.

Procedures for Owners to Inspect Property Owners' Association Information and/or Obtain 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 Gregg 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 10th business day after the date the Property Owners' Association receives the request, shall 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 10<sup>th</sup> 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 10th 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 10th 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 15th 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/or copying records related to the owner's request using amounts prescribed herein when the estimated Charges exceed \$40.00. Owners may modify the request in response to the itemized statement.

8. Within 10 business days of the date the Property Owners' Association sent the estimate of Charges, the owner must respond in writing to 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 herein. 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 lesser or greater than the actual Charges, the Property Owners' Association shall submit a final invoice to the owner on or before the 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 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 Charges 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 30th business day after the date the invoice is sent to the owner.

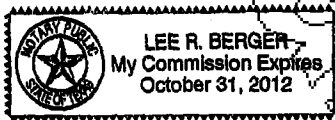
WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, an unincorporated non-profit  
association

By: [Signature]  
Name: Hank Boswell  
Title: President

STATE OF TEXAS

COUNTY OF GREGG

This instrument was acknowledged before me on the 6 day of September,  
2012, by Hank Boswell, President of WEST POINT PLACE HOMEOWNERS'  
ASSOCIATION, an unincorporated non-profit association, on behalf of said association.



[Signature]  
Notary Public, State of Texas

## SCHEDULE 1

### CHARGES FOR EXAMINING AND COPYING PROPERTY OWNERS' ASSOCIATION INFORMATION

[from 1 Texas Administrative Code Sec. 70.3]

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 data, and reproducing Property Owners' Association information.

1. The charge for labor costs incurred in processing an owner's request for Property Owners' Association information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

2. A labor charge will not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

- a. Two or more separate buildings that are not physically connected with each other; or
- b. A remote storage facility.

3. A labor charge 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 the requested information 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, blackout, 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 50 or fewer pages unless the request also qualifies for a labor charge under Texas Gov. Code § 552.261(a)(1) or (2).

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% of the charge made to cover any labor costs associated with a particular request.

Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information ( $\$15.00$  per hour); and one hour of programming labor charge ( $\$28.50$  per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

2. An overhead charge shall not be made for requests for copies of 50 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 \$.10 per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than 50 copies.

E. Remote document retrieval charge.

To the extent that the retrieval of documents stored off of 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. Standard paper copy.

The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side 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 8 ½ by 14 inches.

2. Nonstandard copy.

This includes everything but a copy of a piece of paper measuring up to 8 ½ by 14

inches. Microfiche, microfilm, diskettes, magnetic tapes, 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. Non-rewritable CD (CD-R) - \$1.00;
- g. Digital video disc (DVD) - \$3.00;
- h. JAZ drive - actual cost;
- i. Other electronic media - actual cost;
- j. VHS video cassette - \$2.50;
- k. Audio cassette - \$1.00;
- l. Oversize paper copy (e.g.: larger than 8 1/2 by 14 inches, greenbar, bluebar, not including maps and photographs using specialty paper) - \$.50;
- m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic - actual cost.

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Michelle Gilley*

Michelle Gilley, County Clerk  
Gregg County Texas

January 31, 2025 10:15:00 AM

FEE: \$85.00 CANDERSON

**202501612**

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Connie Wade*

Connie Wade, County Clerk  
Gregg County Texas

September 07, 2012 03:24:00 PM

FEE: \$76.00  
CERTIFICATE

**201216418**