

**OWNER/PROPERTY/VAU INFORMATION and VOTE
DESIGNATION**

**EXACT Identity of lot ownership (whether individuals or legal entities) is critical in
determining VAUs and allocation of Votes and Assessments.**

**Contact information is critical for the TCPOA Board to communicate with Members
and give Members notices of meetings, events, or other matters.**

Please review the TCPOA By Laws (some sections are attached to this Form).

Only Complete Section 1. or 2.

1. IDENTICAL OWNER OR OWNERS OF ONE OR MORE LOTS. (Complete this section if only one lot is owned or the exact same individuals/entities own more than one lot).

A. Lots and Owners

1. Unit___ Lot(s)_____

Owner(s)_____

Owner(s)_____

2. Unit___ Lot(s)_____

Owner(s)_____

Owner(s)_____

3. Unit___ Lot(s)_____

Owner(s)_____

Owner(s)_____

4. Unit___ Lot(s)_____

Owner(s)_____

Owner(s)_____

B. Current Mailing address and e-mail for all owners listed in A.

1. Owner _____
Mailing address _____

E-Mail _____

2. Owner _____
Mailing address _____

E-Mail _____

3. Owner _____
Mailing address _____

E-Mail _____

4. Owner _____
Mailing address _____

E-Mail _____

C. Designation of VAU's Voting Member

As all of the owners of the lots identified above, we, by *all* of our signatures below, hereby designate _____ as the VAU's duly authorized Member entitled to cast all votes allocated to the VAU.

Printed name and signature

1. Owner _____ Signature _____

2. Owner _____ Signature _____

3. Owner _____ Signature _____

4. Owner _____ Signature _____

2. *NON-IDENTICAL OWNERS OF TWO OR MORE LOTS* . (Complete this Section if more than one lot is owned by associated, but not identical owners. For example, if Jane Doe singularly owns one lot, but also owns another lot with John Doe and/or with or involving a legal entity such as a partnership or trust. Also indentify for each lot whether legal ownership occurred on or before June 20,2017 or after June 20, 2017.

A. Lots and Owners

1. Unit____ Lot(s)_____

Owner(s)_____

Owner(s)_____

2. Unit____ Lot(s)_____

Owner(s)_____

Owner(s)_____

3. Unit____ Lot(s)_____

Owner(s)_____

Owner(s)_____

4. Unit____ Lot(s)_____

Owner(s)_____

Owner(s)_____

B. Current Mailing address and e-mail for all owners listed in A.

1. Owner_____

Mailing address_____

E-Mail_____

2. Owner_____

Mailing address_____

E-Mail_____

3. Owner_____

Mailing address_____

E-Mail_____

4. Owner_____

Mailing address_____

E-Mail_____

C. Designation of Voting Member for *each* separate VAU. There will be a separate VAU for each lot or set of lots. (See Section 3.6(A) of attached By Laws for an example)

FIRST VAU

As all of the owners of lots _____ identified above, we, by *all* of our signatures below, hereby designate _____ as the VAU's duly authorized Member entitled to cast all votes allocated to the VAU.

Printed name and signature

1. Owner _____ Signature _____
2. Owner _____ Signature _____
3. Owner _____ Signature _____
4. Owner _____ Signature _____

SECOND VAU

As all of the owners of lots _____ identified above, we, by *all* of our signatures below, hereby designate _____ as the VAU's duly authorized Member entitled to cast all votes allocated to the VAU.

Printed name and signature

5. Owner _____ Signature _____
6. Owner _____ Signature _____
7. Owner _____ Signature _____
8. Owner _____ Signature _____

For any questions that you might have contact:

Robert Wyatt: 806-622-0250 docwy@mac.com
Caroline Landry: 806-681-6508 caroline@hilconet.com

ARTICLE II

DEFINITIONS

2.8 **“Voting and Assessment Unit”** (or **“VAU”**) shall mean and refer to: (a) a single identical Owner that owns one or more Lots; or (b) a group of identical co-Owners (without deviation in the names of such co-Owners) that owns one or more Lots in common. For illustrative purposes, if Jane Doe singularly owns three Lots, but owns five additional Lots with John Doe, and one more additional Lot with John Doe and the Doe Family Trust, then the three Lots owned exclusively by Jane Doe constitutes a single VAU, the five Lots owned by Jane Doe and John Doe constitutes a separate single VAU, and the single Lot owned by Jane Doe, John Doe and the Doe Family Trust constitutes an additional separate single VAU.

ARTICLE III

ASSOCIATION; MEMBERSHIP AND MEETINGS

3.1 **Membership.** The Owners shall be the Members of the Association.

3.2 **Place of Meetings.** Meetings of the Association shall be held at a place within the Village of Timbercreek Canyon or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

3.3 **Annual Meetings.** The annual meeting of the Association shall be held in the month of December of each calendar year at a date and time as determined by the Board.

3.4 **Special Meetings.** The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board of Directors or upon a petition signed by Members representing at least 10% of the total votes of all Members. No business except as stated in the notice shall be transacted at a special meeting of the Members.

3.5 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to an Owner of each Lot entitled to vote at such meeting, not less than 14 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

3.6 **Voting.** The right to cast votes, and the number of votes which may be cast, for election of members to the Board, and on all other matters to be voted on by the Members, shall be calculated as provided below.

(A) Except as provided by Section 3.6(D) herein, each VAU shall be allocated one (1) vote, regardless of the number of Lots owned by such VAU and regardless of the number of co-Owners included in a single VAU. For illustrative purposes, if Jane Doe singularly owns one or more Lots, she constitutes a single VAU and shall be allocated a single vote regardless of the number of Lots that she owns. However, if Jane Doe singularly owns three Lots, but also co-owns one more additional Lot with John Doe and the Doe Family Trust, then the VAU consisting of her alone shall be allocated a single vote (irrespective of the fact that she owns three Lots) and the VAU consisting

of her, John Doe and the Doe Family Trust shall be allocated a single vote (irrespective of the fact that such VAU consists of three co-Owners).

(B) In the event that a VAU consists of a single Owner, such Owner shall be the duly authorized Member entitled to cast all votes allocated to such VAU.

(C) In the event that a VAU consists of more than one co-Owner, then such co-Owners shall designate in writing a single co-Owner from amongst themselves who shall be the duly authorized Member entitled to cast all votes allocated to such VAU. The written designation shall be executed by all such co-Owners and delivered to the Association's Secretary, and the co-Owner so designated shall remain the designated voting Member for such VAU until such time as a new written designation executed by all such co-Owners is delivered to the Association's Secretary. Until the co-Owners of such a VAU deliver to the Association's Secretary an unanimously executed written designation of a single co-Owner who is authorized to cast all votes allocated to such VAU, all such co-Owners shall collectively be considered the duly authorized Member entitled to cast all votes allocated to such VAU and all ballots cast or proxies given on behalf of such VAU must be unanimously executed by all co-Owners of the VAU to be effective.

(D) In the event that an Owner owns two or more Lots on the date that these Amended and Restated Bylaws of Timbercreek Canyon Property Owners Association, Inc. are recorded in the Official Public Records of Randall County, Texas, and said Lots do not have identical common ownership across all such Lots, but do share at least one or more common Owners, the Owners of all such applicable Lots shall be deemed a single VAU. For example, if John Doe owns two Lots individually, another Lot with his wife Jane Doe, another Lot with a legal entity, and another Lot or Lots are owned by a corporation, partnership or trust involving John or Jane Doe, then said Owners shall be deemed a single VAU even though the co-Owners are not identical.

ARTICLE VII

ASSESSMENTS

7.1 **Obligation to Pay Assessments.** Each Member is obligated to pay to the Association regular and special assessment (and individual assessments if applicable) levied by the Association against a VAU of which such Member is an Owner, which is secured by a continuing lien upon all Lots owned by the Owner or co-Owners of such VAU against which the assessment is made.

7.2 **Annual Budget.** The Association's fiscal year shall be January 1 to December 31 annually. Prior to the beginning of each fiscal year, the Board shall prepare and adopt an estimate of the expenses to be incurred by the Association during such upcoming fiscal year in performing its functions, including but not limited to the cost of all Common Area, roadway, and right-of-way maintenance, operation of the Association, and a reasonable provision for contingencies and appropriate replacement reserves (e.g., anticipated future maintenance projects), less any expected income and any surplus from the prior year (hereinafter, the "Annual Budget"). The Annual Budget set by the Board shall be final and binding so long as it is made in good faith. Notwithstanding anything to the contrary, the total amount of the Annual Budget shall not be increased by more than 25% over the prior year's Annual Budget unless approved by

a majority of the Voting Members present, in person or by proxy, at the Annual Meeting or other meeting called for such purpose. For example, if the prior year's Annual Budget was \$10,000, the Board cannot increase the Annual Budget by more than \$2,500, unless approved by a majority of the Voting Members present, in person or by proxy, at the Annual Meeting or other meeting called for such purpose. In addition, there cannot be increases in the total amount of the Annual Budget for more than three (3) consecutive years unless approved by a majority of the Voting Members present, in person or by proxy, at the Annual Meeting or other meeting called for such purpose.

7.3 Annual Regular Assessment. A regular annual assessment sufficient to pay the estimated net expenses of the Association, as set forth in the Annual Budget, shall be calculated and then levied upon the Owners as provided below.

(A) The Board shall calculate the amount of the annual regular assessment to be levied upon Owners by dividing the total amount of estimated net expenses set forth in the Annual Budget by the total number of VAUs existing as of January 1 of the fiscal year for which the annual regular assessment relates.

(B) The Board shall levy upon the Owner or Co-Owners of each separate VAU an annual regular assessment in an amount as calculated above, and each co-Owner of a VAU consisting of more than one Owner shall be jointly and severally liable for the payment of the annual regular assessment levied against such VAU.

7.4 Special Assessment. In addition to the regular annual assessments provided for above, the Board may levy special assessments against the Owners whenever in the Board's opinion such special assessments are necessary to enable the Board to carry out the functions of the Association, which shall be calculated and levied upon the Owners in the same manner as an annual regular assessment, as set forth in Section 7.3 above. The amount of any special assessments shall be at the reasonable discretion of the Board and shall be final and binding so long as it is made in good faith, but in no event shall the total amount of special assessments levied against a single VAU in any single fiscal year exceed 25% of the amount of the annual regular assessment levied against such VAU during the same such fiscal year unless approved by a majority of the Voting Members present, in person or by proxy, at the Annual Meeting or other meeting called for such purpose. In addition, special assessments shall be used exclusively to address unforeseen problems associated with the Common Area that need to be addressed in a timely or emergency basis (e.g., damage or deterioration to culverts, dam, or roads: professional or contractor services needed). In no event shall special assessments be levied for the purpose of addressing shortfalls in or less-than-expected collections of regular assessments from the Owners (VAUs).

7.5 Individual Assessments. In addition to annual regular and special assessments, the Board may levy an individual assessment against the Owner or co-Owners of a single VAU for reimbursement of costs incurred by the Association to repair damage to real property, and improvements located thereon, owned by the Association that was caused by the willful or negligent acts of the VAU's Owner or one of its co-Owners, or any such Owner's or co-Owner's family members, tenants, guests, invitees and/or contractors.