

**BYLAWS OF  
COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION  
A NON-PROFIT CORPORATION**

**ARTICLE I.  
OFFICE AND REGISTERED AGENT**

1.01 Offices. The registered and principal office of the Association is located at 216 Shelley Drive, Tyler, Texas 75701.

1.02 Agent. The Registered Agent of the Association at the Registered Office is Anne Saleh Duffey.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

2.01 Membership. Every person or entity who is a record owner of a lot in Copeland Woods Unit II Homeowners Association, as shown by plat of Copeland Woods Unit II filed in Cabinet C, Slide 95A of the Plat Records of Smith County, Texas, as amended by plat recorded in Cabinet C, Slide 139A of the Plat Records of Smith County, Texas, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

2.02 Voting rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be those owners as defined in Article 2.01 hereof with the exception of Saleh Development, Ltd., a Texas Limited Partnership, who is the Declarant in the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (Patio Homes) for Copeland Woods Unit II, a part of the Marshall University Survey, A-636, Smith County, Texas, filed in Volume 3533, Page 133 of the Real Property Records of Smith County, Texas, as amended. On all matters Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article 2.01. No more than one vote may be cast with respect to any one lot.

Class B. The Class B Member shall be Saleh Development, Ltd., a Texas Limited Partnership. On all matters, Class B Member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article 2.01, provided that the Class B Membership shall cease and become converted to a Class A Membership when the total votes outstanding in Class A Membership equals the total votes outstanding in Class B Membership.

2.03 Suspension of Membership Rights. The membership rights (including voting rights) of any member shall be suspended by action of the Board of Directors if such member shall have failed to pay, when due, any assessment or charge lawfully imposed upon the member or any property owned by the member.

### **ARTICLE III** **MEETINGS OF MEMBERS**

3.01 Annual Meetings. The annual meetings of the members shall be held at the office of the Association specified in Article I above or at any other address specified in the Notice of the Meeting during the month of January of each year at which time and date as may be specified in said Notice by the Board of Directors of the Association.

3.02 Special Meetings. Special Meetings of the Members for any purpose may be called at any time by the President, the Board of Directors, or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting.

3.03 Notices. Notice of meetings shall be given to members by the Secretary. The notice shall be given to the member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Association. Notice of any meeting, regular or special, shall be given not less than ten (10) nor more than fifty (50) days in advance of the meeting and shall set forth the purpose of the meeting.

3.04 Proxy Voting. At any membership meeting, the presence, whether in person or by proxy, of members entitled to vote not less than ten percent (10%) of the total membership votes of each class of members shall constitute a quorum for the transaction of business. All proxies shall be in writing and filed with the Secretary at the commencement of the meeting. Any proxy given by a person who shall not be a qualified member at the date of the meeting and any proxy given more than eleven (11) months before the date of the meeting shall be void.

### **ARTICLE IV** **DIRECTORS**

4.01 Authority. The Directors shall act only as a Board and an individual Director shall have no power as such. All corporate powers of the Association shall be exercised by, or under the authority of, and the business and affairs of the Association shall be controlled by the Board of Directors, subject, however, to such limitations as are imposed by law, the Articles of Incorporation, Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens,



Reservations and Easements for Copeland Woods Unit II, as amended, or these Bylaws, as to actions to be authorized or approved by the members of the Association. The Board of Directors may, by contract or otherwise, give general or limited or special power and authority to the officers and employees of the Association to transact the general business, or any special business of the Association, and may give Powers of Attorney to agents of the Association to transact any special business requiring such authorization.

4.02 Number. The authorized number of Directors of this Association shall be seven (7). The Directors need not be members of the Association or residents of Texas. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws but no decrease shall have the effect of shortening the term of any incumbent Director. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

4.03 Election. The Directors shall be elected annually and shall hold office until their respective successors are selected, or until their death, resignation or removal.

4.04 Vacancies. Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, though less than a quorum, or by a sole remaining Director. The members may elect a Director at any time to fill any vacancy not filled by the Directors.

4.05 Removal. The entire Board of Directors or any individual Director may be removed from office with or without cause by vote of the holders of a majority of the members entitled to vote for Directors, at any regular or special meeting of such members.

4.06 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the Association or at such place within or without the State of Texas as may be designated from time to time by resolution of the Board or by written consent of all of the members of the Board.

4.07 Annual Meetings. Annual Meetings of the Board of Directors shall be held, without call or notice, immediately following each annual meeting of the members of the Association.

4.08 Special Meetings. Special Meetings of the Board of Directors for any purpose shall be called at any time by the President, or, if he is absent or unable or refuses to act, by any Vice-President or any five (5) Directors. Written notices of the Special Meetings, stating the time, and in general terms, the purpose or purposes thereof, shall be mailed or telegraphed or personally delivered to each Director not later than the day before the day appointed for the meeting.

4.09 Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation.

4.10 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, and with the same force and effect as the unanimous vote of Directors, if all members of the Board shall individually or collectively consent in writing to such action.

4.11 Conduct of Meetings. The President, or, in his absence, any Director selected by the Directors present, shall preside at meetings of the Board of Directors. The Secretary of the Association, or in his absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors.

## ARTICLE V OFFICERS

5.01 Officers. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such assistants and other officers as the Board of Directors shall from time to time determine. Any two offices, except the President and Secretary, may be held by one person. All officers shall be elected by and hold office at the pleasure of the Board of Directors.

5.02 Powers and Duties. The officers of the Association shall have the powers and duties generally ascribed to the respective offices, and such individual authority or duty as may from time to time be established by the Board of Directors.

## ARTICLE VI CONTRACTS, CHECKS DEPOSITS AND FUNDS

6.01 Contracts. 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 or on behalf of the Association. Such authority may be general or confined to specific instances.

6.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness 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.

6.03 Deposits. 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 VII  
BOOKS AND RECORDS

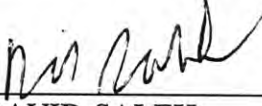
7.01 The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE VIII  
AMENDMENTS TO BYLAWS

8.01 These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by a majority of the votes cast under voting rights set forth in Paragraph 2.02 of Article II hereof, at any regular meeting or at any special meeting subject to the notice requirements of these Bylaws.

These Bylaws were adopted the 29<sup>th</sup> day of March, 1999.

  
\_\_\_\_\_  
ANNE SALEH DUFFEY

  
\_\_\_\_\_  
DAVID SALEH

  
\_\_\_\_\_  
GLORIA SALEH

## NOTICE

Please be advised that the following Resolution will be considered at the ~~(Annual Meeting)~~ (Special Meeting) of the Copeland Woods Unit II Homeowners Association to be held on the 3RD day of AUGUST, 2004.

## RESOLUTION

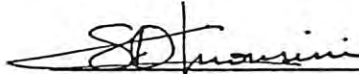
WHEREAS, Saleh Development, Ltd., a Texas Limited Partnership, desires to place Copeland Woods, Unit 5, as recorded in Cabinet D, Slide 247B, of the Plat Records of Smith County, Texas (called "Unit 5") under the provisions of the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, Easements (Patio Homes) for Copeland Woods Unit II as recorded in Volume 3533, Page 133 of the Real Property Records of Smith County, Texas, as amended on March 28, 1995, by Amendment recorded in Volume 3642, Page 666 of the Real Property Records of Smith County, Texas (called "Covenants"), and

WHEREAS, Saleh Development, Ltd. agrees, by affixing its signature hereto, to develop and construct the streets and common area of Unit 5 under the same specifications as used in the development of Copeland Woods Unit II; and

WHEREAS, Saleh Development, Ltd. agrees that each lot sold in Unit 5 will be subject to the covenants, benefits and obligations of the Covenants; and Copeland Woods Unit II Homeowners Association shall agree that the owners of Unit 5 shall have the voting rights and benefits of the Bylaws of Copeland Woods Unit II Homeowners Association; and

WHEREAS, during the development of Unit 5, Saleh Development, Ltd. shall have voting rights as a Class A Member under the provisions of Article II, Section 2.02, of the Bylaws of Copeland Woods Unit II Homeowners Association.

The Board of Directors of Copeland Woods Unit II Homeowners Association has reviewed the foregoing resolution and recommends that the Bylaws of Unit II Homeowners Association be amended as set forth above.



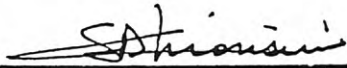
Secretary, Copeland Woods Unit II  
Homeowners Association



Anne Saleh Duffey, President,  
Saleh Properties, Inc., General Partner  
Of Saleh Development, Ltd., a Texas  
Limited Partnership

- OVER -

I certify that a copy of the above resolution was either personally delivered or forwarded to each member of Copeland Woods Unit II Homeowners Association by mailing same, postage prepaid, to the address appearing on the books of the Copeland Woods Unit II Homeowners Association on this the 12 day of July, 2004.

  
\_\_\_\_\_  
Secretary, Copeland Woods Unit II  
Homeowners Association



3  
AFFIDAVIT

Filed for Record in:  
SMITH COUNTY, TEXAS  
JUDY CARNES, COUNTY CLERK  
On Sep 30 2004  
At 9:55am  
Receipt #: 324770  
Recording: 18.00  
Doc/Num : 2004-R0051068  
Doc/Type : REC  
Deputy -Joyce Baker

STATE OF TEXAS           §  
   §  
   §  
COUNTY OF SMITH       §

BEFORE ME, the undersigned authority, on this day personally appeared STEVEN CHIONSINI, who, after being by me first duly sworn did depose and state as follows:

My name is STEVEN CHIONSINI. I am the Secretary of Copeland Woods Unit II (2) Homeowners Association. On the 3<sup>rd</sup> of August, 2004, after notices had been furnished by the Copeland Woods Unit II (2) Homeowners Association, in accordance with the Bylaws of Copeland Woods Unit II (2) Homeowners Association, the attached Resolution was duly adopted.

DATED: 9/30/04

*Steven Chionsini*  
STEVEN CHIONSINI, Secretary  
Copeland Woods Unit II (2)  
Homeowners Association

SUBSCRIBED AND SWORN TO BEFORE ME on this the 29<sup>th</sup> day of September, 2004, by STEVEN CHIONSINI.



*Elizabeth S. Smith*  
Notary Public, State of Texas

*Return:*  
Copeland Woods Unit II  
Homeowner's Association  
1101 Garden Park Circle  
Tyler, Texas 75703-3961



**AMENDMENT TO BYLAWS OF  
COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION  
A NON-PROFIT CORPORATION**

The following amendments have been approved according to Article VIII, Section 8.01 of the Bylaws of Copeland Woods Unit II Homeowners Association.

**ARTICLE III  
MEETINGS OF MEMBERS**

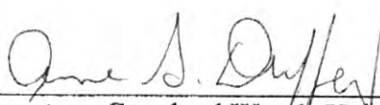
- 3.01 Annual Meetings. The annual meeting and notice of such meeting shall be during the month of September of each year.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

- 2.01 Membership. Wherever Copeland Woods Unit II is used the words Copeland Woods Unit II and Copeland Woods Unit 5 shall be substituted.

Article III Bylaws Amendment was approved in 2000.

Article II Bylaws Amendment was approved in 2004.

  
\_\_\_\_\_  
Secretary, Copeland Woods Unit II and  
Copeland Woods Unit 5 Homeowners  
Association

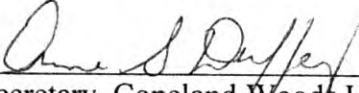
**AMENDMENT TO BYLAWS OF  
COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION  
A NON-PROFIT CORPORATION**

The following amendments have been approved according to Article VIII, Section 8.01 of the Bylaws of Copeland Woods Unit II Homeowners Association.

**ARTICLE III  
MEETING OF MEMBERS**

- 3.01 Annual Meetings. The annual meeting and notice of such meeting shall be during the month of December of each year.

Article III Bylaws Amendment was approved October 12, 2010.

  
\_\_\_\_\_  
Secretary, Copeland Woods Unit II  
Homeowners Association

## NOTICE

Please be advised that the following Resolution will be considered at the Annual Meeting of the Copeland Woods Unit II Homeowners Association to be held on the 10<sup>th</sup> day of December, 2015.

## RESOLUTION

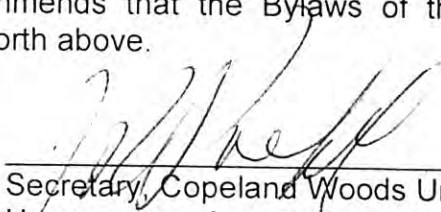
WHEREAS, Saleh Development, Ltd., a Texas Limited Partnership, desires to place Copeland Woods, Unit 7, as recorded in Cabinet E, Slide 306C, of the Plat Records of Smith County, Texas (called "Unit 7") under the provisions of the Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations, Easements (Patio Homes) for Copeland Woods Unit II as recorded in Volume 3533, Page 133 of the Real Property Records of Smith County, Texas, as amended on March 28, 1995, by Amendment recorded in Volume 3652, Page 666 of the Real Property Records of Smith County, Texas (called "Covenants"), and

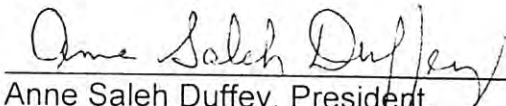
WHEREAS, Saleh Development, Ltd., agrees, by affixing its signature hereto, to develop and construct the streets and common area of Unit 7 under the same specifications as used in the development of Copeland Woods Unit II; and

WHEREAS, Saleh Development, Ltd., agrees that each lot sold in Unit 7 will be subject to the covenants, benefits and obligations of the Covenants; and Copeland Woods Unit II Homeowners Association shall agree that the owners of Unit 7 shall have the voting rights and benefits of the Bylaws of Copeland Woods Unit II Homeowners Association; and

WHEREAS, during the development of Unit 7, Saleh Development, Ltd. shall have voting rights as a Class A Member under the provisions of Article II, Section 2.02, of the Bylaws of Copeland Woods Unit II Homeowners Association.

The Board of Directors of Copeland Woods Unit II Homeowners Association has reviewed the foregoing resolution and recommends that the Bylaws of the Unit II Homeowners Association be amended as set forth above.

  
Secretary, Copeland Woods Unit II  
Homeowners Association

  
Anne Saleh Duffey, President,  
Saleh Properties, Inc., General Partner  
of Saleh Development, Ltd., a Texas  
Limited Partnership



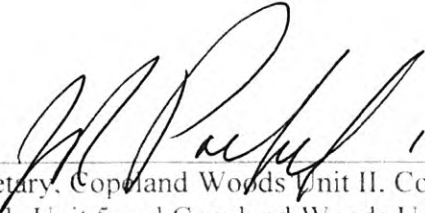
**AMENDMENT TO BYLAWS OF  
COPELAND WOODS UNIT II HOMEOWNERS ASSOCIATION  
A NON-PROFIT CORPORATION**

The following amendments have been approved according to Article VIII, Section 8.01 of the Bylaws of Copeland Woods Unit II Homeowners Association.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

2.01 Membership. Wherever Copeland Woods Unit II is used the words Copeland Woods Unit II, Copeland Woods Unit 5 and Copeland Woods Unit 7 shall be substituted.

Article II Bylaws Amendment was approved in 2015.

 10/3/16  
Secretary, Copeland Woods Unit II, Copeland  
Woods Unit 5 and Copeland Woods Unit 7  
Homeowners Association

## **Copeland Woods Unit II Homeowners Association**

### **Assessment Collection, Payment Application and Payment Plan Guidelines Policy**

The undersigned, being the President of Copeland Woods Unit II Homeowners Association (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on January 10, 2012.

WHEREAS, Article IV, Section 4.01 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Association and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, Article IV, Section 4.01 of the Bylaws provides that the Board has all powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;

WHEREAS, the Board wishes to establish standards for Assessment Collection, Payment Application and Payment Plan Guidelines to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and the Association's members to adopt the Assessment Collection, Payment Application and Payment Plan Guidelines Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts, the attached Payment Application and Payment Plan Guidelines Policy (Exhibit A) as a guide to the relationship between the Association and its members.

Executed on this 23rd day of January, 2012, to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Copeland Woods Unit II Homeowners Association Board of Directors

By: Jean Bassett, President

THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Jean Bassett, President of Copeland Woods Unit II, Association, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of January, 2012, to certify which witness my hand and official seal.

Elizabeth S. Smith  
Notary Public – State of Texas





# Exhibit A

## SUMMARY OF ASSESSMENT COLLECTION PAYMENT APPLICATION AND PAYMENT PLAN GUIDELINE POLICY

1. Due Date – Assessments are payable monthly, due the first day of each month.
2. Delinquency Date – Assessments are delinquent five days after the due date.
3. Late Fee – Any assessment not paid by the due date shall accrue an automatic late fee of \$15 per month. Any charges, including attorney fees, incurred at any time for the collection of past due assessments will be added to the amount due.
4. Late Notice/Statement – The Association will send a Late Notice/Statement to the Owner stating any amounts outstanding. The address and telephone number of a person who may be contacted regarding payment will also be stated in the Late Notice/Statement.
5. Formal Demand Letter – 30 day notice – The Association will send a notice to the Owner by first-class mail stating the Owner has 30 days to question the validity of the debt or pay balance in full. Notice will also outline future proceedings if the account remains delinquent. All fees during this collection process shall become the responsibility of the Owner.
6. Final Warning Letter –30 day notice – The Association will send a final warning notice to the Owner by first-class mail 30 days before referring delinquent account to the attorney or collection agency. All fees during this collection process shall become the responsibility of the Owner.
7. Attorney Demand Letter – The account will be referred to an attorney for collection and legal fees incurred will be added to the delinquent account. This letter will include the amounts currently due.
8. Legal Action – The Association’s legal counsel will file a Notice of Lien. The attorney’s fees for this service will be added to the delinquent account. The lien will be updated as necessary upon the advice of counsel. To secure payment of any assessment the Association reserves the right to secure a lien on individual lots.
9. Foreclosures – Continued delinquencies will be reviewed by the Board of Directors to determine when foreclosure should be considered as an option.
10. Collection Agency – No sooner than sixty (60) days beyond the due date, the Board **may** send all continued delinquencies to a collection agency. All fees will be added to the account and shall become the responsibility of the owner.
11. Payment Application – All payments received from or on behalf of owners will be applied in the following manner:
  - a. Delinquent assessments;
  - b. current assessments;
  - c. attorney fees or third party collection costs incurred by the HOA associated with assessments and any other charge that could provide the basis for foreclosure;
  - d. other attorney fees;
  - e. fines (if applicable);
  - f. other amounts
12. Payment Plans – Request for payment plans will be accepted. The Association will offer a payment plan for a minimum of three (3) months and may (at the Board of Directors discretion) allow payment

plans up to a maximum of eighteen (18) months. The amount of each payment due will be based the balance owed on the account.

13. The Association will charge an administration fee of \$15.00 per month for all payment plans.

14. While on a payment plan, payments are due on the 1<sup>st</sup> day of each month and late on the 5<sup>th</sup> day of that month. If one payment is late or missed, the owner will be in default and the plan will be considered null and void.

15. The Association will not offer a payment plan if an owner has defaulted on a payment plan in the last two (2) years.

16. Partial Payments – The Association will accept partial payment, at which time the owner will be on a payment plan.

17. Restrictive Endorsements – This policy shall supersede any written or verbal instruction or direction received from an owner as to the application of payments and payment plan made to the Association.

18. This Policy is intended to comply with the requirements of the Texas Property Code.



## **Copeland Woods Unit II Homeowners Association**

### **Open Records and Records Retention Policy**

The undersigned, being the President of Copeland Woods Unit II Homeowners Association (the "Association"), certified that the following Policy Resolution was unanimously approved by the Board of Directors of the Association at a meeting duly called and held on January 10, 2012.

WHEREAS, Article IV, Section 4.01 of the Bylaws of the Association, Inc. ("Bylaws") assigns the Board of Directors ("Board") all powers and duties necessary for the administration of the affairs of the Association and states that the Board may do all such acts and things, except those matters that the Board is prohibited from doing by law or the governing documents;

WHEREAS, Article IV, Section 4.01 of the Bylaws provides that the Board has all powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property; and further the Board may do all acts and things except those that, by law or the documents, are reserved to the members;

WHEREAS, the Board wishes to establish standards for Assessment Collection, Payment Application and Payment Plan Guidelines to serve as guiding principles for members of the Association; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and the Association's members to adopt the Assessment Collection, Payment Application and Payment Plan Guidelines Policy attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts, the attached Payment Application and Payment Plan Guidelines Policy (Exhibit A) as a guide to the relationship between the Association and its members.

Executed on this 23rd day of January, 2012, to certify the adoption of this Policy Resolution on the date of the meeting of the Board of Directors of the Association set forth above.

Copeland Woods Unit II Homeowners Association Board of Directors

By: Jean Bassett, President



THE STATE OF TEXAS

COUNTY OF SMITH

BEFORE ME, the undersigned notary public, on this day personally appeared Jean Bassett, President of Copeland Woods Unit II, Association, known to be to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23rd day of January, 2012, to certify which witness my hand and official seal.

Elizabeth S. Smith

Notary Public – State of Texas



## Exhibit A

### OPEN RECORDS AND RECORDS RETENTION POLICY

#### 1. Open Records:

- (a) An owner who seeks access to the Association's records must submit a written request to the Association by certified mail to the mailing address of the Association's managing agent or authorized representative.
- (b) The request must specify the records requested and indicate whether the requesting owner would like to inspect the records or have the Association's authorized representative forward copies.
- (c) Within ten (10) days from receipt of the request the Association's authorized representative will:
  - (1) Provide written notice of dates in which records will be available for inspection;
  - (2) Provide the requested copies or;
  - (3) Provide the owner written notice that it is unable to produce records within the ten (10) day period and provide a date, within an additional fifteen (15) days, by which the records will be sent or made available to the owner.
- (d) Inspection of records will only be conducted during normal business hours which are designated as Monday through Friday, 9:00 a.m. to 5:00 p.m.
- (e) The time and day of inspection will be mutually agreed upon by both parties.
- (f) The following is a list of charges for production and of copying of the Association's records:
  - (1) Copying fee: 15 cents per copy
  - (2) Production/administrative fee: \$15.00 per hour
- (g) The Association's records can be produced in hard copy, electronic or any other format reasonable available.
- (h) The Association requires an owner to pay for any cost incurred for the records inspection at least five (5) days prior to the records being produced to the owner.
- (i) If actual costs are lesser or greater than estimated costs, the Association reserves the right to submit a final invoice to the owner before the 30<sup>th</sup> business day after the information is delivered to the owner.
- (j) If the final invoice is not paid to the Association before the 30<sup>th</sup> business day after the date the invoice was sent to the owner, the Association will add this amount to the owner's account as assessments.
- (k) If the costs were less than the estimated amount paid by the owner the Association will refund the owner no later than the 30<sup>th</sup> business day after the invoice was sent to the owner.
- (l) The following records will not be available pursuant to an Open Records request, unless there is a court order to release this information, or the owner who is the subject of such records agrees in writing that they may be released to the requesting owner:

- (1) Violation histories of owners;
- (2) Owners personal financial information;
- (3) Owners contact information other than address,
- (4) Any Association personnel files.

(m) General exceptions to the open records policy will be any attorney files.

## **2. Records Retention:**

The following is a list of the records that must be kept and the retention period that the records will be retained:

- |  |         |
|--|---------|
| (a) Financial Records:                 | 7 years |
| (b) Minutes from the owners meetings:  | 7 years |
| (c) Minutes from the board meetings:   | 7 years |
| (d) Tax returns and audits             | 7 years |
| (e) Account records of current owners: | 5 years |

Any contract for terms of at least one year or more will be retained for at least 4 years after the expiration of the contract.

The following records will be kept permanently:

- (a) Governing documents
- (b) Rules and Regulations
- (c) Resolutions
- (d) ACC Records

3. Restrictive Endorsements – This policy shall supersede any written or verbal instruction or direction received from an owner as to open records and records retention made to the Association.

4. This policy is intended to comply with the requirements of the Texas Property Code.