

**DEDICATORY INSTRUMENTS  
OF  
CLEARWATER COVE PROPERTY OWNERS ASSOCIATION**

**BEFORE ME**, the undersigned authority, on this day personally appeared the below named person, who, being by me first duly sworn, states the following:

My name is Charles M. Jordan. I am over 21 years of age and of sound mind. I am capable of making, and authorized to make, this affidavit. I am personally acquainted with the facts herein stated. I am the agent and attorney-in-fact of the following (herein the "**Association**"): **Clearwater Cove Property Owners Association**. Pursuant to the Texas Property Code, Section 202.006, the following documents are the originals, or true and correct copies of the originals, of governing instruments of the Association:

1. Policy Regarding Records Retention, Inspection & Production
2. Policy Regarding Alternative Payment Schedules

DATED this the 28 day of September, 2011.

**CLEARWATER COVE PROPERTY OWNERS  
ASSOCIATION**

By: \_\_\_\_\_

ATTORNEY IN FACT & AGENT

Print Name:

Charles M. Jordan

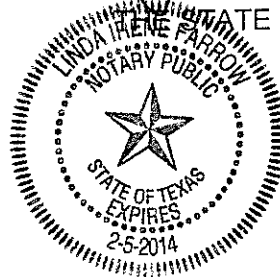
THE STATE OF TEXAS  
COUNTY OF HARRIS

**THIS** affidavit was **acknowledged** before me on the 28 day of September, 2011 by Charles M. Jordan who stated that he is the attorney-in-fact and agent for the above-named Association.

NOTARY PUBLIC IN AND FOR  
STATE OF TEXAS

**AFTER RECORDING RETURN TO :**

Print Name: Linda Farrow  
Daughtry & Jordan, P.C.  
17044 El Camino Real  
Houston, TX 77058  
281-480-6888



**CLEARWATER COVE PROPERTY OWNERS ASSOCIATION  
POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION**

WHEREAS, Section 209.005(i) of the Texas Property Code requires property owners associations to adopt a records production and copying policy record it as a dedicatory instrument; and

WHEREAS, Section 209.005(m) requires property owners associations to adopt and comply with a document retention policy;

NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING RECORDS RETENTION, INSPECTION & PRODUCTION is hereby adopted:

**RECORDS RETENTION:**

1. Certificates of Formation, Articles of Incorporation, Bylaws, restrictive covenants and any amendments thereto shall be retained permanently;
2. Financial books and records shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years; and
6. Tax returns and audit records shall be retained for seven (7) years.

**RECORDS INSPECTION & PRODUCTION:**

1. An Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant, may make a request to access the books and records of the Association, provided that such Owner or designated agent submit a written request by certified mail, return receipt requested, which contains sufficient detail to identify the records being requested.
2. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If such advance payment is required, the Association shall notify the requesting owner in writing of the cost.
3. The Association will respond to the Owner's request in writing within ten (10) business days of receiving the request. If the Association is unable to produce the information within ten (10) business days, the Association must provide the requestor written notice that: (1) informs the requestor that the Association is unable to produce the information before the 10th business day; and (2) 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 of the original response from the Association.
4. Absent a court order or the express written approval of the owner whose records are the subject of the request, the Association will not allow inspection or copying of any records that identify the violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due the Association, an owner's contact

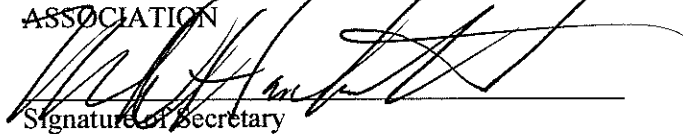
information (other than the owners' address), or information relating to an employee of the Association, including personnel files.

5. The Association hereby adopts the following SCHEDULE OF CHARGES for the production and copying of records:

- Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
- Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
- Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

Adopted this 20th day of September 2011, by the Board of Directors of Clearwater Cove Property Owner's Association.

CLEARWATER COVE PROPERTY OWNERS  
ASSOCIATION



Signature of Secretary

Print Name: M. D. Hartnett

**CLEARWATER COVE PROPERTY OWNERS ASSOCIATION  
POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES**

WHEREAS, Section 209.0062 of the Texas Property Code requires property owners associations to adopt reasonable guidelines to establish an alternative payment schedule by which an owner can make partial payments to the association for delinquent, regular or special assessments or any other amount owed to the association without accruing additional penalties; and

WHEREAS, Section 209.0062(d) requires property owners associations to file the association's guidelines in the real property records of the county where the subdivision is located.

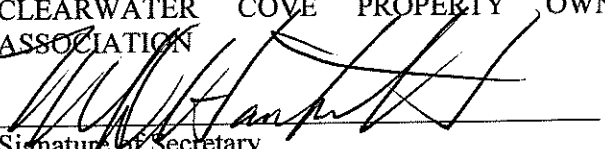
NOW THEREFORE, BE IT RESOLVED THAT:

The following POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES is hereby adopted:

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding 24 month period. If a default has occurred in the previous 24-month period, then the Board of Directors shall use its discretion as whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the Association or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding, any acceptance by the Association of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months, nor longer than eighteen (18) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the Association shall refrain from charging additional late fees or other monetary penalties. However, the Association may charge interest at the rate contained in its governing documents, in addition to costs or fees associated with administration of the payment plan.

Adopted this 20<sup>th</sup> day of September, 2011, by the Board of Directors of Clearwater Cove Property Owner's Association.

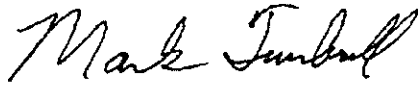
CLEARWATER COVE PROPERTY OWNERS  
ASSOCIATION

  
\_\_\_\_\_  
Signature of Secretary

Print Name M. D. Hartnett

**FILED FOR RECORD**

10/03/2011 2:10PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

10/03/2011



County Clerk  
Montgomery County, Texas