

ADDITIONAL DEDICATORY INSTRUMENT
for
TIMBERCREST HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Melissa Walters**, who, being first duly sworn, stated on oath the following:

“My name is Melissa Walters. I am competent and authorized to submit this affidavit on behalf of Timbercrest Homeowners Association, Inc. The statements made herein are based upon my personal knowledge and are true and correct.

“I am the Secretary of Timbercrest Homeowners Association, Inc. Pursuant to Section 202.006 of the Texas Property Code, the following document(s) is a true and correct copy of an original official document(s) on file with the Association:

(1) Records Retention and Production Policy.”

DATED this 8th day of March, 2024.

TIMBERCREST HOMEOWNERS
ASSOCIATION, INC.

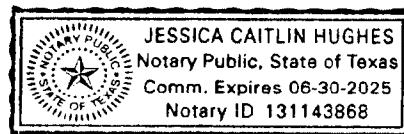
By: _____

Melissa Walters, Secretary

SIGNED AND SWORN BEFORE ME THIS 8th DAY OF March, 2024.

Notary Public in and for the State of Texas

Return to:
Melissa Walters
Timbercrest Homeowners Association, Inc.
P.O. Box 88261
Houston, Texas 77288



RP-2024-116645

**TIMBERCREST HOMEOWNERS ASSOCIATION, INC.
RESOLUTION**

WHEREAS, the Timbercrest Addition subdivision of Harris County, Texas, as described in **Volume 17, Page 48**, of the Map Records of Harris County, Texas (the "Subdivision"), is subject to the Declaration of Covenants, Conditions and Restrictions of Timbercrest Addition, recorded under **File No. 562-80-1649** in the Real Property Records of Harris County, Texas (collectively, the "Declaration");

WHEREAS, pursuant to the Declaration, it is enforceable and enforced by Timbercrest Homeowners Association, Inc. (the "Association"), acting through its Board of Directors in accordance with the Bylaws of Timbercrest Homeowners Association, recorded under **File No. RP-2024-83530** in the Real Property Records of Harris County, Texas (the "Bylaws");

WHEREAS, the Declaration provides that Members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours;

WHEREAS, the Board of Directors desires to clarify the obligations of the Association to keep, maintain, and make available to Members such books and records;

NOW THEREFORE, upon a duly-called Meeting of the Board of Directors, the following Records Retention and Production Policy is hereby ADOPTED:

RECORDS RETENTION AND PRODUCTION POLICY

1. BOOKS AND RECORDS OF THE ASSOCIATION

The Association shall retain and, subject to the limitations below, make available to the Members the following books and records:

(a) Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates for formation, bylaws, and restrictive covenants, which shall be retained permanently;

(b) Financial books and records, which shall be retained for seven years;

(c) Account records of current owners, which shall be retained for five years;

(d) Contracts with a term of one year or more, which shall be retained for four years after the expiration of the contract term;

(e) Minutes of meetings of the Members and Board, which shall be retained for seven years; and

- (f) Tax returns and audit records, which shall be retained for seven years.

2. ACCESS TO ASSOCIATION BOOKS AND RECORDS

(a) The books and records of the Association, including financial records, shall be open to and reasonably available for examination by a Member, or a person designated in writing signed by the Member as the Member's agent, attorney, or certified public accountant. A Member is entitled to obtain from the Association copies of information contained in the books and records.

(b) Except as provided by this subsection, an attorney's files and records relating to the Association, excluding invoices requested by a Member for attorney's fees and other costs relating only to a matter for which the Association seeks reimbursement of fees and costs from the Member, are not records of the Association and are not subject to inspection by the Member or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This subsection does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

(c) A Member or the Member's authorized representative described by Subsection (a) must submit a written request for access or information under Subsection (a) by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate on record for the Association. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and:

(i) If an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the unit owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or

(ii) If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the Association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, except as otherwise provided by this Section.

(d) If the Association is unable to produce the books or records requested under Subsection (c) on or before the 10th business day after the date the Association receives the request, the Association must provide to the requestor written notice that:

(i) Informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and

(ii) 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.

(e) If an inspection is requested or required, the inspection shall take place at a mutually agreed upon time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.

(f) The Association may produce books and records requested under this Section in hard copy, electronic, or other format reasonably available to the Association.

(g) Notwithstanding anything to the contrary contained in any other governing document of the Association, all records shall be produced subject to the terms of this Policy. A Member is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by this Policy. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Member on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Member, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the unit owner, may be added to the Member's account as an assessment. If the estimated costs exceeded the final invoice amount the Member is entitled to a refund, and the refund shall be issued to the Member no later than the 30th business day after the date the invoice is sent to the Member.

(h) Except as provided by Subsection (i) and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member of the Association, a Member's personal financial information, including records of payment or nonpayment of amounts due the Association, a Member's contact information, other than the Member's address, or information related to an employee of the Association, including personnel files.

Information may be released in an aggregate or summary manner that would not identify an individual property owner.

(i) The books and records described by Subsection (h) shall be released or made available for inspection if:

(i) The express written approval of the Member whose records are the subject of the request for inspection is provided to the Association; or

(ii) A Court orders the release of the books and records or orders that the books and records be made available for inspection.

(j) As used in this Policy, "Business Day" refers to a day other than a Saturday, Sunday, or state or federal holiday.

3. COSTS OF COMPILING INFORMATION AND MAKING COPIES OF RECORDS

The costs of compiling information and making copies shall not exceed those set forth in 1 T.A.C. § 70.3 for an item produced by the Association and may not exceed actual costs for an item produced by a third party. The following fee schedules and explanations comply with this code section.

(a) Copy Charges

(i) Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) Nonstandard copy. Covers materials onto which information is copied and does not reflect any additional charges, including labor that may be associated with a particular request. Charges for nonstandard copies are:

1. Diskette – \$1.00
2. Magnetic tape – actual cost
3. Data cartridge – actual cost
4. Tape cartridge – actual cost
5. Rewritable & non-rewritable CD – \$1.00
6. DVD – \$3.00
7. Other electronic media – actual cost
8. VHS video cassette – \$2.50
9. Audio cassette – \$1.00

(iii) Oversize paper copy (e.g., 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper). \$0.50.

(iv) Specialty paper (e.g., mylar, blueprint, blueline, map, photograph). Actual cost.

(b) Labor Charges. For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:

(i) Labor charge: \$15.00/hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(ii) No labor charge to be billed for requests that are fifty (50) or fewer pages of paper records, unless the documents to be copied are located in:

1. Two or more separate buildings that are not physically connected with each other; or

2. A remote storage facility

(iii) Labor charge may be charged when confidential information is mixed with public information in the same page, for an attorney, legal assistant, or any other person who reviews the requested information, for time spent to redact, blackout, or otherwise obscure confidential information for requests of 50 or fewer pages.

(c) Overhead Charges. Whenever a labor charge is applicable to a request, the Association may include in the charges direct and indirect charges, in addition to the specific labor charge. This overhead charge would cover costs such as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, the charge shall be made in accordance with the methodology described hereafter:

(i) The overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge;

(ii) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.

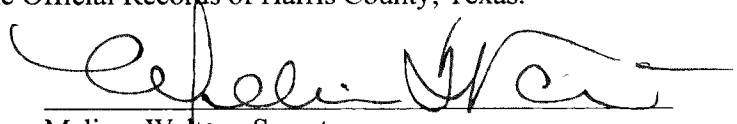
(d) Miscellaneous Supplies.

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge. Related postal or shipping expenses which are necessary to transmit the reproduced information may be added to the total charge. If payment by credit card is accepted,

and if a transaction fee is charged by the credit card company, that fee may be added to the total charge.

Nothing herein is intended to alter, modify, or amend the Declaration or any other governing document of the Association except as specifically provided herein.

I am a duly-elected officer of Timbercrest Homeowners Association, Inc., and certify under penalty of perjury that the foregoing Records Retention and Production Policy was properly adopted on the 7th day of March, 2024, in accordance with the provisions of the Declaration, Bylaws, and Texas law, by a vote of a majority of a quorum of the Board of Directors to be effective as of the date it is recorded in the Official Records of Harris County, Texas.


Melissa Walters, Secretary

RP-2024-116645
Pages 8
04/03/2024 07:29 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$49.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-116645