

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
HALLIE'S COVE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Hallie's Cove is a residential subdivision located in Bexar County, Texas (the "**Subdivision**");

WHEREAS, Hallie's Cove Homeowners Association, Inc. (the "**Association**") is a property owners association made up of owners of the lots in the Subdivision and was formed pursuant to that certain Certificate of Formation of Hallie's Cove Homeowners Association, Inc. recorded with the Texas Secretary of State on August 30, 2017;

WHEREAS, the Association is subject to those certain Bylaws of Hallie's Cove Homeowners Association, Inc. recorded on November 9, 2017 as Document No. 20170222224 of the Official Public Records of Real Property of Bexar County, Texas (the "**Bylaws**");

WHEREAS, the Subdivision is subject to that certain Declaration of Covenants, Conditions and Restrictions for Hallie's Cove Subdivision recorded on November 9, 2017 as Document No. 20170222223 of the Official Public Records of Real Property of Bexar County, Texas (the "**Declaration**");

WHEREAS, pursuant to Article IV(C)(1) of the Bylaws the Board of Directors is granted all powers vested in the Association, including the power to manage the affairs of the Association; and

WHEREAS, the Board wishes to adopt the Records Production and Copying Policy, Document Retention Policy, and Payment Plan Policy attached hereto and incorporated herein as Exhibit A, Exhibit B, and Exhibit C, respectively.

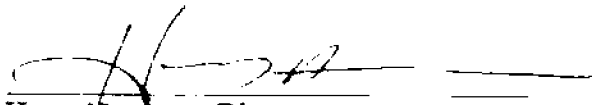
NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the members of the Association, the Association establishes the following policies: Records Production and Copying Policy, Document Retention Policy, and Payment Plan Policy attached hereto and incorporated herein as Exhibit A, Exhibit B, and Exhibit C, respectively, as policies and guidelines governing the Association.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this _____ day of _____, 2017.

ASSOCIATION:

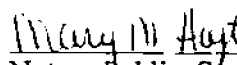
HALLIE'S COVE HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation


Harry Hausman, Director

STATE OF TEXAS §
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COUNTY OF Bexar §

This instrument was acknowledged before me on the 9th day of November, 2017 by Harry Hausman, Director of Hallie's Cove Homeowners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.



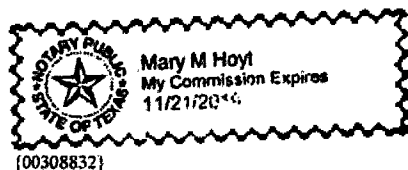

Notary Public, State of Texas
Notary ID #12880609-6

ACKNOWLEDGED:


Michael Ingersoll, Director

STATE OF TEXAS §
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COUNTY OF Bexar §

This instrument was acknowledged before me on the 9th day of November, 2017 by Michael Ingersoll, Director of Hallie's Cove Homeowners Association, Inc., a Texas nonprofit corporation, who acknowledged to me that he or she executed the same for the purposes set forth herein.



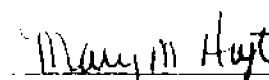

Notary Public, State of Texas
Notary ID #12880609-6

EXHIBIT A

RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, Hallie's Cove Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Hallie's Cove Subdivision recorded on November 9, 2017 as Document No. 20170222223 of the Official Public Records of Real Property of Bexar County, Texas (the "**Declaration**");

WHEREAS, Texas Property Code Section 209.005 has been amended to add Subsection (i), effective January 1, 2012;

WHEREAS, Texas Property Code Section 209.005(i) requires that the Association's Board of Directors (the "**Board**") adopt and record a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested under Texas Property Code Section 209.005; and

WHEREAS, the Board desires to adopt and record a policy in accordance with Texas Property Code Section 209.005(i).

NOW, THEREFORE, the Board has duly adopted the following ***Records Production and Copying Policy*** (the "**Policy**");

1. For purposes of this Policy, the term "**Records**" refers to all books and records of the Association, including financial records, as described in Texas Property Code Section 209.005.
2. Records shall be open to and reasonably available for examination by every owner of a lot within the subdivision, or a person designated as the owner's agent, attorney, or certified public accountant in a writing signed by the owner. Such signed writings must be submitted to the Association. For purposes of this Policy, the term "**Owner**" shall include the owner of the lot and his or her designated representative.
3. An Owner must submit a written request for access to or copies of the Records. The request must:
 - a. be sent by certified mail to the Association's mailing address as reflected in its most recent Management Certificate filed in the Bexar County Official Public Records; and
 - b. contain sufficient detail to identify the specific Records being requested; and

- c. state whether the Owner wants to:
 - i. inspect the Records before obtaining copies (the “**Inspection Option**”); or
 - ii. have the Association forward copies of Records (the “**Copy Option**”).
- 4. If the Inspection Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall send the Owner written notice of dates during normal business hours that the Owner may inspect the requested Records.
- 5. If the Copy Method is elected, then on or before the 10th business day after the date the Association receives the request, the Association shall produce the Records to the Owner except as provided herein.
- 6. If the Association is unable to produce the requested Records on or before the 10th business day, then the Association shall provide written notice to the requestor that: (1) informs the requestor that it is unable to produce the information on or before the 10th business day after the date the Association received the request; and (2) states a date by which the requested Records will be sent to or made available for inspection to the Owner within 15 additional business days from the date of the notice. During the inspection, the Owner may select the Records that he/she wants copied.
- 7. If the Owner wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the 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 costs exceeded the final invoice amount, then the Owner is entitled to a refund, and the refund shall be issued to the Owner not later the 30th business day after the day the date the invoice is sent to the Owner.
- 8. The Association may charge the Owner all reasonable costs of materials, labor, and overhead for the compilation, production, and reproduction of the requested Records. Those costs are set forth herein and are subject to periodic reevaluation and update. The costs shall not exceed those that would be applicable pursuant to Texas Administrative Code Title 1, Section 70.3. The costs are as follows:
 - a. Copy charges.

- i. Standard paper copy. The charge for standard 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. 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:
 - Diskette—\$1.00;
 - Magnetic tape—actual cost;
 - Data cartridge—actual cost;
 - Tape cartridge—actual cost;
 - Rewritable CD (CD-RW)—\$1.00;
 - Non-rewritable CD (CD-R)—\$1.00;
 - Digital video disc (DVD)—\$3.00;
 - JAZ drive—actual cost;
 - Other electronic media—actual cost;
 - VHS video cassette—\$2.50;
 - Audio cassette—\$1.00;
 - Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$.50;
 - Specialty paper (e.g., mylar, blueprint, blueline, map, photographic)—actual cost.
- b. Labor charges for locating, compiling, manipulating data, and reproducing information.
- i. The charge for labor and overhead costs incurred in processing a request is \$18.00 per hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - ii. A labor charge shall 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 two or more separate buildings that are not physically connected with each other or a remote storage facility.
- c. Remote document retrieval charges.
- i. The charge for labor and overhead costs incurred in retrieving a document is \$18.00 per hour if performed by the Association.

EXHIBIT B

DOCUMENT RETENTION POLICY

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, Hallie's Cove Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Hallie's Cove Subdivision recorded on November 9, 2017 as Document No. 20170222223 of the Official Public Records of Real Property of Bexar County, Texas (the "**Declaration**");

WHEREAS, Texas Property Code Section 209.005 has been amended to add Subsection (m);

WHEREAS, Texas Property Code Section 209.005(m) requires that the Association adopt a document retention policy that prescribes the timeframes for which the Association will maintain governing documents and other records generated on or after January 1, 2012 (collectively, the "**Association Records**");

WHEREAS, the Association's Bylaws provide that the affairs of the Association shall be managed by the Association's Board of Directors (the "**Board**"); and

WHEREAS, the Board desires to adopt a policy in accordance with Texas Property Code Section 209.005(m).

NOW, THEREFORE, the Board has duly adopted the following Document Retention Policy (the "**Policy**"):

1. Association Records may be maintained in paper or electronic format.
2. Association Records shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, and all amendments to the same shall be retained permanently;
 - b. financial books and records shall be retained for seven (7) years;
 - c. account records of current owners shall be retained for five (5) years;
 - d. contracts with a term of one (1) year or more shall be retained for four (4) years after the expiration of the contract term;

- e. minutes of meetings of the owners and the Board shall be retained for seven (7) years;
 - f. tax returns and audit records shall be retained for seven (7) years.
3. Any documents not described above may be retained for the duration deemed necessary by the Association, in the sole discretion of the Board.
4. Upon expiration of the retention period listed above, the Association Records may be destroyed, discarded, deleted, purged or otherwise eliminated.
5. This Policy is effective upon recordation and supersedes any policies regarding retention of Association Records that may have previously been in effect. Except as affected by Texas Property Code Section 209.005(m) and/or by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT C

PAYMENT PLAN POLICY

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, Hallie's Cove Homeowners Association, Inc. (the "**Association**") is charged with administering and enforcing that certain Declaration of Covenants, Conditions and Restrictions for Hallie's Cove Subdivision recorded on November 9, 2017 as Document No. 20170222223 of the Official Public Records of Real Property of Bexar County, Texas (the "**Declaration**");

WHEREAS, Chapter 209 of the Texas Property Code has been amended to add Section 209.0062 ("**Section 209.0062**"), effective January 1, 2012;

WHEREAS, Section 209.0062 requires that the Association adopt and record reasonable guidelines to establish an alternative payment schedule by which an owner of any lot subject to the Declaration (an "**Owner**") may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties; and

WHEREAS, the Association's Board of Directors (the "**Board**") desires to establish guidelines consistent with Section 209.0062.

NOW, THEREFORE, the Board has duly adopted the following Payment Plan Policy (the "**Policy**");

1. Eligibility. Any Owner who has not defaulted on a previous payment plan during the past two (2) years from the date a payment plan request is received by the Association may be eligible to enter into a payment plan under which he or she may make monthly payments to the Association for delinquent regular or special assessments or any other amount owed to the Association (the "**Payment Plan**").
2. Form. All Payment Plans must be in writing and in a form provided and approved by the Association.
3. Term.
 - a. The minimum term for a Payment Plan is three (3) months.
 - b. The maximum term for a Payment Plan is eighteen (18) months. In no event is the Association required to consider any Payment Plan that extends more than eighteen (18) months from the date of the Owner's request for a Payment Plan.

- c. If the entire amount due is not paid in full by January 31 by any homeowner, Board may, without deliberation, approve a Payment Plan that complies with the following:
 - i. An eligible Owner may be allowed to pay such balance by making two (2) consecutive installment payments, with the first payment due within one (1) month days of the Board's approval of the Payment Plan, and the second payment due within three (3) months of the Board's approval of the Payment Plan.
 - ii. The amount due under the installment payments under any such plan shall be decided by the Board.
- d. Any Owner may submit to the Board a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information he or she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming payment plan. An Owner who is not eligible for a Payment Plan may still request a Payment Plan, and the Board, in its sole discretion, may accept or reject such a request.

4. Payments.

- a. The Association may charge an Owner reasonable costs for administering the Payment Plan (the "**Administrative Costs**") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Other monetary penalties will not accrue during the term of the Payment Plan and for so long as the Owner does not default under the Payment Plan.
- b. The total of all proposed payments in a Payment Plan must equal the sum of the current balance, the estimated interest, any Administrative Costs, and any assessments that will accrue during the term of the Payment Plan.
- c. All payments under a Payment Plan shall be due by the dates specified in the Payment Plan, and shall be made by any means acceptable to the Association or its management company.

5. Default.

- a. The following shall result in an immediate default of the Payment Plan:
 - i. The Owner's failure to timely tender and deliver any payment when due under the Payment Plan; or

- ii. The Owner's failure to tender any payment in the full amount and form specified in the Payment Plan; or
 - iii. The Owner's failure to timely comply with any other requirement or obligation set forth in the Payment Plan.
 - b. Any Owner who defaults under a Payment Plan shall remain in default until his or her entire account balance is brought current.
 - c. The Association is not required to provide notice of any default.
 - d. Owners are not entitled to any opportunity to cure a default.
 - e. While an Owner is in default under a Payment Plan, the Owner's payments need not be applied to the Owner's debt in the order of priority set forth in Texas Property Code Section 209.0063(a). But, in applying a payment made while the Owner is in default, a fine assessed by the Association may not be given priority over any other amounts owed to the Association.
 - f. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
6. This Policy is effective upon recordation and supersedes any policies regarding payment plans that may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20190019816
Recorded Date: February 04, 2019
Recorded Time: 4:13 PM
Total Pages: 11
Total Fees: \$62.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/4/2019 4:13 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk