

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

White Tail Homeowners' Association, Inc.
d/b/a Deer Run Homeowners' Association

The undersigned, being all of the Directors of White Tail Homeowners' Association, Inc. d/b/a Deer Run Homeowners' Association ("The Corporation"), a Texas corporation, hereby adopt the following unanimous written consent.

WHEREAS the persons signing this consent are all the directors entitled to vote at the Corporation's Board of Directors' meetings and on the following resolutions; and

WHEREAS, the undersigned desire to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code and Section 4.10 of the Association's Bylaws, and execute a unanimous written consent in lieu of formally holding a Board of Directors' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Board of Directors' meeting; therefore, be it:

RESOLVED, that the Corporation make the formal findings stated below, and adopt the three Policies attached as **Exhibit A**, **Exhibit B**, and **Exhibit C**, which are incorporated herein by reference.

Alternative Payment Schedules

It is RESOLVED that the Board make a finding that the "Policy Regarding Alternative Payment Schedules" attached to these Minutes as **Exhibit A** is in compliance with the applicable provisions of the law, and that its adoption is in the best interest of the Members, and FURTHER RESOLVED that the Board adopt said policy.

It is FURTHER RESOLVED that the Board instruct the President to take the following actions:

1. Sign the "Policy Regarding Alternative Payment Schedules," certifying that it was duly adopted;
2. Take the necessary steps for it to be filed with the Smith County Deed Records; and
3. Take any further action required by law.

Document Retention

It is RESOLVED that the Board make a finding that the "Policy Regarding Document Retention" attached to these Minutes as **Exhibit B** is in compliance with the applicable provisions of the law, and that its adoption is in the best interest of the Members, and FURTHER RESOLVED that the Board adopt said policy.

It is FURTHER RESOLVED that the Board instruct the President to take the following actions:

1. Sign the "Policy Regarding Document Retention," certifying that it was duly adopted;
2. Take the necessary steps for it to be filed with the Smith County Deed Records; and
3. Take any further action required by law.

Open Records

It is RESOLVED that the Board make a finding that the "Policy Regarding Open Records" attached to these Minutes as **Exhibit C** is in compliance with the applicable provisions of the law, and that its adoption is in the best interest of the Members, and FURTHER RESOLVED that the Board adopt said policy.

It is FURTHER RESOLVED that the Board instruct the President to take the following actions:

1. Sign the "Policy Regarding Open Records," certifying that it was duly adopted;
2. Take the necessary steps for it to be filed with the Smith County Deed Records; and
3. Take any further action required by law.

It is FURTHER RESOLVED, that this unanimous written consent shall have the same force and effect as a formal Board of Directors' meeting for all purposes.

The undersigned direct that this unanimous written consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

DATED to be effective on August 1, 2014.

[Signature]
Gary Lee, President

[Signature]
Jacob Wamboldt, Treasurer

[Signature]
Tom Sill, Vice President

CERTIFICATION

I hereby certify that the foregoing are the Minutes of the Meeting of the Board of Directors of the White Tail Homeowners' Association, Inc. d/b/a Deer Run Homeowners' Association held on 8/1/, 2014.

[Signature]
GARY LEE, President

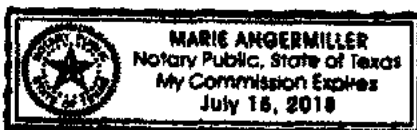
STATE OF TEXAS

COUNTY OF SMITH

SMITH

This instrument was acknowledged before me on Sept 26, 2014 by Gary Lee.

[Signature]
Notary Public, State of Texas



POLICY REGARDING ALTERNATIVE PAYMENT SCHEDULES

White Tail Homeowners' Association, Inc.
d/b/a Deer Run Homeowners' Association

1. **Purpose:** The purpose of this Policy is to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for amounts owed to the Association.
2. **Definitions:** As used in this Policy, the following definitions shall apply:
 - a. Association - White Tail Homeowners' Association, Inc. d/b/a Deer Run Homeowners' Association, a Texas non-profit corporation.
 - b. Owner - An owner of real property in the The Deer Run Addition in Smith County, Texas.
 - c. Governing Documents - All documents specifically governing the Association, the Owners, and/or the Subdivision, as amended, including but not limited to the Restrictive Covenants governing The Deer Run Addition; the Bylaws of the Association; the Policies, Rules, and Regulations of the Association, and any other contracts or agreements between the specific Owner and the Association.
 - d. Obligation - All amounts of money owed by an Owner to the Association, including but not limited to regular and special assessments; all fees of any kind charged by the Association; all fines levied by the Association for violations of the Governing Documents; and all other charges or obligations of any kind whatsoever, regardless of whether they are owed by reason of the Governing Documents or some other legally imposed duty or obligation.
 - e. Delinquent Obligation - Any Obligation that is past due as of the date that an Alternative Payment Plan is adopted by an Owner and the Association.
 - f. Future Obligation - Any Obligation that becomes due while an Alternative Payment Plan is in effect between an Owner and the Association, and which is not timely paid.
 - g. Alternative Payment Plan - A written agreement between an Owner and the Association establishing an alternative payment schedule by which that Owner will make partial payments to the Association for any Obligation(s). A Hardship Alternative Payment Plan is a specific type of Alternative Payment Plan.
 - h. Board - The Board of Directors of the Association.



3. **Alternative Payment Plan:** Any Owner who owes an Obligation to the Association may apply for an Alternative Payment Plan by delivering a completed application to the Association's Treasurer.
- a. **Application:** The Application form will be established by the Board.
 - b. **Approval or Rejection:** The Board shall have the sole discretion to approve or reject such an Application. The Board may delegate authority to the Treasurer to approve or reject any such application. Applications will normally be approved, but in its sole discretion the Board may require obtain additional information from the Owner regarding the Owner's circumstances, before considering whether to approve the application.
 - c. **Terms of Plan:** An Alternative Payment Plan will ordinarily require the Owner to pay all Obligations then due and owing to the Association by immediately paying one-fourth of the total upon approval of the Plan, an additional one-fourth within thirty days of approval of the Plan, an additional one-fourth within sixty days of approval of the Plan, and the full remaining balance within ninety days of approval of the Plan.
 - d. **Future Obligations:** An Alternative Payment Plan must require the Owner to timely pay all Future Obligations to the Association as they come due, and must require the Owner to comply with all other terms and conditions of the Governing Documents while the Plan is in effect.
4. **Hardship Alternative Payment Plan:** Any Owner undergoing a serious hardship and who owes an Obligation to the Association may apply for a Hardship Alternative Payment Plan by delivering a completed application to the Association's Treasurer.
- a. **Application:** The Application form will be established by the Board. The application form shall require the Owner to declare that he or she is applying for such a plan because of a serious hardship. The Board may but is not required to obtain additional information from the Owner regarding the hardship and the Owner's circumstances, before considering whether to approve the application.
 - b. **Approval or Rejection:** The Board shall have the sole discretion to approve or reject such an Application. Applications will normally be approved, but in its sole discretion the Board may require obtain additional information from the Owner regarding the Owner's circumstances, before considering whether to approve the application.
 - c. **Terms of Plan:** The duration of a Hardship Alternative Payment Plan is at the sole discretion of the Board, but must be between three months and eighteen months. Normally a Hardship Alternative Payment Plan will require the Obligations to be paid in equal monthly payments over the duration of the
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Plan, but the Board may approve other terms, in its sole discretion. A Hardship Alternative Payment Plan must require the Owner to pay all Obligations then due and owing to the Association within eighteen months of the date of the owner's request for a Hardship Alternative Payment Plan.

- d. Future Obligations: A Hardship Alternative Payment Plan will generally require the Owner to timely pay all Future Obligations to the Association as they come due. However, the Board in its sole discretion may include in a Hardship Alternative Payment Plan alternative payment arrangements for future obligations. A Hardship Alternative Payment Plan must require the Owner to comply with all other terms and conditions of the Governing Documents while the Plan is in effect.
 5. Prior Default: If the Owner failed to honor the terms of a previous payment plan within two years prior to the submission of the application, the Board may, in its sole discretion, approve an Application for an Alternative Payment Plan or an Application for a Hardship Alternative Payment Plan.
 6. Late fees, interest, etc.: An owner who has a current alternative Payment Plan, and who is in compliance with that plan, shall not accrue any interest, late fees, or other additional monetary penalties accruing solely as a result of the fact that the Obligation(s) were not paid when due. An owner who fails to perform all terms and conditions of such a plan will be charged all interest, late fees, and other charges that would have accrued during the time the plan was in effect. Any interest, late fees, or similar charges incurred after payment of an Obligation became due but before an alternative Payment Plan was adopted shall be added to the balance owed by that Owner, and shall be included in the amounts to be paid under the terms of the plan.
 7. Other Remedies: By approving an Alternative Payment Plan with an Owner, the Association is agreeing not to seek other remedies against that Owner for any past failures by that Owner to timely pay the Obligations that are to be repaid pursuant to the Alternative Payment Plan, as long as the Owner complies with the terms and conditions of the Plan and the Governing Documents. If the Owner fails to comply with the Plan or with any other obligation to the Association, or fails to comply with the Governing Documents, the Association may in its sole discretion terminate the Plan and declare all Obligations immediately due and owing, and/or exercise any other remedy. Pursuant to the Covenants and Bylaws, those other remedies may include filing a lawsuit or other proceeding; seeking attorney's fees, court costs, and costs of sale; and foreclosing on the owner's property.
 8. Implementation: The Association's Treasurer shall be primarily responsible for implementation of and compliance with this Policy.
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CERTIFICATION

I hereby certify that the foregoing Policy was duly adopted by the Board of Directors
of the WHITE TAIL HOMEOWNERS' ASSOCIATION, INC. D/B/A DEER RUN
HOMEOWNERS' ASSOCIATION on 8/1, 2014.

Gary Lee
GARY LEE, President

STATE OF TEXAS

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COUNTY OF SMITH

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This instrument was acknowledged before me on Sept. 26th,
2014 by Gary Lee.

Marie Angermiller
Notary Public, State of Texas



POLICY REGARDING DOCUMENT RETENTION

White Tail Homeowners' Association, Inc.

d/b/a Deer Run Homeowners' Association

1. **Purpose:** The purpose of this Policy is to adopt guidelines for the Association governing the retention of documents. This Policy shall apply to all Agents of the Association, as defined below. The Association finds that this Policy strikes an appropriate balance between the need to retain information and the burden of storing and keeping track of numerous documents, while complying with applicable legal requirements.
2. **Definitions:** As used in this Policy, the following definitions shall apply:
 - a. **Association** - WHITE TAIL HOMEOWNERS' ASSOCIATION, INC. D/B/A DEER RUN HOMEOWNERS' ASSOCIATION, a Texas non-profit corporation.
 - b. **Agent** - All of the Association's current and past officers and directors; agents, employees, third-party contractors, and volunteers; any other person acting for the Association in the past or present; and any other person in possession of Association Records, regardless of whether the relationship with the person is formal or informal, written or verbal.
 - c. **Association Records** - All documents (including electronic records) owned by the Association, including but not limited to those specifically identified in the paragraph below entitled "Document Retention." The phrase shall include not only hard copies, but also electronic mail, instant messages, records of web transactions and communications sent from handheld devices; documents and/or records stored using any backup systems; archived media; and all other automated or manual systems for storage and management of documents and information. The phrase shall include any documents or records owned by the Association but in the possession of an Agent, but shall not include any documents or electronic records owned by an Agent or third party.
 - d. **Owner** - An owner of real property in THE DEER RUN ADDITION in Smith County, Texas.
3. **Document Retention:** The Association shall retain the following documents for the period set forth for each respective category:
 - a. **Governing Documents** - Certificates of formation, bylaws, restrictive covenants, policies, procedures, rules, and all amendments to any of those documents shall be retained permanently.



- b. Title Documents - All deeds, deeds of trust, lien documents, certificates of title, bills of sale, documents filed with the deed records, and all other documents evidencing acquisition, ownership, or transfer of any motor vehicles, real property, or other significant assets shall be retained permanently.
 - c. Banking Records - Banking books and records, including but not limited to bank statements, cancelled checks, and deposit slips, shall be retained permanently.
 - d. Annual Financial Reports: Periodic financial reports, including but not limited to annual budgets, balance sheets, profit and loss reports, general ledgers, year end statements, and similar documents, shall be retained permanently.
 - e. Other Financial Records: Other financial records, including invoices and receipts for expenses; and other hard copies or computerized records of the Association's finances, shall be retained for at least ten years.
 - f. Mass Communications - General communications such as newsletters or announcements, where an identical copy is sent to all owners or to groups of owners such as those residing in a specific unit, section, or phase, shall be retained for at least seven years.
 - g. Records of Transactions with Specific Owners - Records of transactions with specific owners shall be retained for at least five years. This phrase shall include but not be limited to account records of current and past owners, correspondence (including electronic communications) between the Association and the Owner, records of all charges, payments, and credits for that owner; and all letters, electronic communications, and other correspondence between the Association and that specific Owner (but shall not include Mass Communications). Account records with an unpaid balance owed by the Owner to the Association shall be retained until paid in full, or until the Board declares the remaining balance to be uncollectible. Any balance that is rendered uncollectible by a final court order or judgment shall automatically be considered uncollectible. Contracts between the Association and a specific Owner (including Alternative Payment Plans) shall be retained for at least seven years after the expiration of the contract, or after all terms of the contract have been fulfilled (whichever is later).
 - h. Donations: Records of donations of all endowment funds or restricted funds, donations that are the subject of a written agreement with the donor, and records of significant donations (\$500.00 or more) shall be retained permanently.
 - i. Contracts With Third Parties - Contracts with parties other than Owners with a term of one year or more, and other records regarding that specific party
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(including but not limited to all invoices, receipts, and payment records), shall be retained for at least four years after the expiration of the contract term, or after all terms of the contract have been fulfilled (whichever is later).

- j. Loan Documents - Any account statements, records of payment, and records of interest paid for loans shall be retained for at least four years after the loan is paid in full. Promissory notes or other loan agreements, along with proof that a loan was paid in full, shall be kept permanently.
- k. Insurance Documents - Insurance policies and declarations pages shall be retained for at least seven years after the expiration of the policy. Documents relating to any claims submitted to insurers (whether the Association's insurers or otherwise) shall be retained for at least seven years after the claim is fully determined.
- l. Minutes - Minutes of meetings of the owners, board, and any committees, and written consent forms adopted in lieu of a formal meeting, shall be retained for at least seven years. Minutes reflecting amendment of the Association's Governing Documents shall be retained permanently.
- m. Committee Minutes - All minutes of meetings of the Association's committees shall be retained for at least seven years.
- n. Building Permits, etc. - Building permits, applications submitted seeking approval of the Association or a committee for building, repairing, or altering homes or improvements, approvals of such applications, applications and approvals for variances, and all similar documents shall be retained permanently.
- o. Ballots - Ballots cast by Owners, whether in elections of officers and directors or in considering other measures to be approved or rejected by the Owners, shall be discarded within thirty days after the Board formally approves the results of the election at a properly called meeting and includes such approval in the minutes of that meeting. However, if a formal challenge has been properly made to the election or if a recount has been properly requested, the Association shall retain the ballots cast in that election until thirty days after the challenge and/or recount is fully and finally resolved.
- p. Tax and Audit Records - Tax returns and audit records shall be retained for at least seven years. Letters from the Internal Revenue Service, Texas Comptroller, Smith County Appraisal District, or any other taxing entity with authority over the Association shall be retained for at least seven years, except that any such letters including a formal determination of the tax status of the Association or its property shall be retained permanently. Audit reports shall be retained permanently. Cancelled checks and other documentation of payments made to any taxing authority shall be retained permanently.

- q. Records of Gains or Losses - If the Association has claimed a gain or loss with regard to a specific asset on any tax return, then all records of the acquisition cost, cost of any improvements, and sales price of the asset shall be retained for at least seven years after the gain or loss is included in a tax return.
 - r. Communications with the Association's Attorney - All communications with the Association's attorney shall be retained permanently.
 - s. Court Records - All records of any lawsuit to which the Association was a party shall be retained permanently. This includes but is not limited to all pleadings and motions filed by any party; all correspondence regarding that lawsuit; all discovery requests and responses; all interlocutory and final judgments, orders, and decrees; and all other documents received from or sent to the opposing party or parties or from the Court. This policy shall not require the Association to obtain any such records if they do not come into its possession in the course of the lawsuit. If the Association's attorney has possession of such documents, then the Association shall be considered in compliance with this policy.
 - t. Personnel Records - All records regarding the Association's employees, including but not limited to payroll records, evaluations, correspondence, and employment forms completed by or in regards to any full or part time employee of the Association, shall be retained for at least seven years after the respective employee's employment with the Association terminates. All applications for employment shall be retained for at least four years.
 - u. Other Documents - All other documents shall be retained for a period determined in the sole discretion of the Board.
- 4. Backup: The Association's officers, directors, and employees shall take reasonable steps to back up electronic records.
 - 5. Document Destruction: After the expiration of the retention period for any specific document or group of document, the Association may elect either to retain or to destroy that document or group of documents.
 - 6. Electronic Copies: With approval from the Board, the Secretary or other officer or director may destroy paper copies of a document, if a true and correct electronic copy of that document is retained. No one shall destroy an original document, if it is advisable for the Association to keep the original (examples include but are not limited to deeds, signed contracts, certificates of title, ballots, and Governing Documents). If a Litigation Hold is in effect, then it shall not be permissible to destroy paper copies even if an electronic copy is kept.
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7. **Litigation Hold:** A Litigation Hold shall be implemented if the Association becomes a party to a lawsuit, if a subpoena is served on the Association, if notification of an audit or government investigation of any type is received, if the Association reasonably anticipates litigation, an audit, or investigation, or if for any other reason there is a need to preserve information because of possible legal action. If a Litigation Hold is implemented, then the Association and its Agents shall not destroy or alter any Association Records until its attorney has advised the Association that the proposed destruction or alteration is permissible. If the Association or any of its Agents receives notification of any such circumstances, then the person receiving such notification shall notify the President and/or Secretary, who shall notify all other Agents that the Litigation Hold prohibits any person from destroying or altering Association Records. The Association should require an acknowledgment by each person receiving such notification, and should maintain records of such notifications and acknowledgments. As soon as possible, the President and/or Secretary should contact the Association's attorney for advice on complying with all legal requirements.
8. **Delivery of Association Records** - Within thirty days after a person ceases to serve as an officer, director, employee, volunteer, committee member or chair, or other agent of the Association, that person shall deliver all Association Records in his or her possession to the Association's Secretary. The person shall also destroy any additional copies of confidential information in his or her possession. The Secretary may deliver the Association Records or copies thereof to the person's successor. If any person fails to deliver the Association Records to the Secretary, then within seven days of receiving a request from the Association, that person shall deliver all Association Records in his or her possession to the Association. Any third-party contractor or other person in possession of Association Records shall also deliver any Association Records requested by the Association, within seven days of receiving a request.
9. **Implementation:** The Association's Secretary and Treasurer shall be primarily responsible for implementation of and compliance with this Policy. The Secretary's responsibilities with regard to this Policy shall include informing the other officers, directors, employees, agents, and third party contractors of this Policy; supervising and coordinating the retention and destruction of documents pursuant to this Policy; and documenting the actions taken to maintain and/or destroy organization documents and retaining such documentation.

CERTIFICATION

I hereby certify that the foregoing Policy was duly adopted by the Board of Directors
of the WHITE TAIL HOMEOWNERS' ASSOCIATION, INC. D/B/A DEER RUN
HOMEOWNERS' ASSOCIATION on 8/1, 2014.

Gary Lee
GARY LEE, President

STATE OF TEXAS

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COUNTY OF SMITH

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This instrument was acknowledged before me on Sept. 26th,
2014 by Gary Lee.

Marie Angermiller
Notary Public, State of Texas



POLICY REGARDING OPEN RECORDS

White Tail Homeowners' Association, Inc.
d/b/a Deer Run Homeowners' Association

1. **Purpose:** The purpose of this Policy is to adopt guidelines for the Association to make its books and records, including financial records, open to and reasonably available for examination by an owner or the owner's agent, attorney, or certified public accountant. This Policy does not govern the production of information in formal discovery during a pending court proceeding.
2. **Definitions:** As used in this Policy, the following definitions shall apply:
 - a. **Association** - White Tail Homeowners' Association, Inc. d/b/a Deer Run Homeowners' Association, a Texas non-profit corporation.
 - b. **Association records** - All books and records (including electronic records) owned by the Association, except that the phrase shall not include any of the following:
 - i. Documents or electronic records owned by an individual Owner, Officer, or Director, such as personal notes.
 - ii. Any files and records in the possession of the Association's attorney, unless such records are required by law to be made available. The Association shall consult its Attorney if there is any question about whether a specific document must be produced.
 - c. **Exempt Records** - The following books and records of the Association are considered "Exempt Records" and may not be released under the procedures of this Policy:
 - i. Any books or records that identify an individual owner's history of violations of the Association's Dedicatory Instruments;
 - ii. An owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - iii. An owner's contact information, other than the owner's address;
 - iv. Information related to an employee of the Association, including personnel files;
 - v. any document that constitutes the work product of the Association's attorney or that is privileged as an attorney-client communication;



- vi. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding Invoices requested by an owner under Texas Property Code section 209.008(d); and
 - vii. Any other information that is considered confidential, privileged, private, nondisclosable, or exempt from disclosure under any other provision of Texas law or federal law.
- d. Nonexempt Records Books and records are not considered Exempt Records if:
- i. Information that would otherwise render a document exempt, but which is contained in the official Minutes of the Association's meetings;
 - ii. Information that would otherwise render a document exempt, but which is maintained in an aggregate or summary manner that would not identify an individual property owner;
 - iii. Information regarding a specific Owner who has provided his or her express written approval for release of the specific document or information, in a form acceptable to the Association; and
 - iv. Information which a court of proper jurisdiction has specifically ordered the Association to release or to make available for inspection.
- e. Owner - An owner of real property in the The Deer Run Addition in Smith County, Texas.
- f. Owner's Representative - A person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant.
- g. Requesting Party - The Owner or Owner's Representative who submits a request for inspection or copies under this Policy.
- h. Business Day - A day other than Saturday, Sunday, or a state or federal holiday.
3. Open Records: The Association shall make its books and records, including financial records, open to and reasonably available for examination by an owner or an owner's representative, in accordance with this Policy.
4. Request: An owner or Owner's Representative who wishes to examine or obtain copies of the Association's books and records must submit a written request, by certified mail, with sufficient detail, describing the property owners' Association's
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books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate. The request must contain an election either to inspect the books and records before obtaining copies, or to have the property owners' Association forward copies of the requested books and records to the Owner or Owner's Representative. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.

5. **Inspection:** If the Written Request seeks an inspection of the books and records, 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 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. The inspection shall take place at a time arranged by mutual agreement with the Requesting Party, during normal business hours. At the inspection, the Requesting Party shall identify any specific books and records for the Association to copy and forward to the Requesting Party.
6. **Copies:** If the Written Request seeks copies of books and records, 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. The Association may provide copies in hard copy, electronic format, or any other format reasonably available to the Association.
7. **Inability to Comply:** If the Association is unable to produce the books or records requested within ten business days of receiving the request, the Association must notify the Requesting Party in writing 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 must state a specific method by which the information will be sent or made available for inspection to the Requesting Party within fifteen business days after sending the notice of inability to comply with the request.
8. **Charges:** The Association shall charge for all reasonable costs of materials, labor, and overhead incurred in the compilation, production, and reproduction of its books and records, except that the charges may not exceed the Maximum Charges set forth in this Policy.
 - a. **Advance Payment:** The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. The Association shall estimate the costs using the same amount specified for calculation of the actual costs as set forth below. The owner may modify his or her request after reviewing the estimate. If the Association requires advance payment of the estimated costs, the Association is not required to allow the inspection or produce the copies until

payment is received.

- b. **Additional Costs:** If the actual costs exceed the amount of the advance payment, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. The Owner shall reimburse the Association for the additional costs, in the amount stated on the final invoice, within 30 days after the final invoice is sent to the Owner. If the Owner fails to reimburse the Association for the additional costs, then the Association may impose an additional assessment on the Owner for the additional costs.
 - c. **Refund:** If the amount of the advance payment exceeds the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered, and shall issue a refund to the Owner not later than the 30th business day after the date the final invoice is sent to the owner.
 - d. **Maximum Charges:** The Maximum Charges which the Association may charge are the same as the maximum permitted charges for responses to Public Information Requests, as set forth in Section 70.3 of the Texas Administrative Code (Title 1, Part 3, Chapter 70). The current maximum charges allowable under that section, as of the date this Policy is adopted, are shown on **Exhibit A**, which is attached hereto and incorporated herein by reference. The Maximum Charges shall change automatically whenever the State changes the rates set forth in Section 70.3. If the Association's actual costs for materials, labor, and overhead incurred in the compilation, production, and reproduction of its books and records in response to a specific request exceed the Maximum Charges, then the Association shall charge the Maximum Charges instead for that request.
9. **Waiver or Reduction of Charges:** The Association may reduce the charges for a specific Request, or may waive such charges, in its sole discretion. Any reduction or waiver shall not operate as a general waiver of the Association's right to collect charges as set forth herein, and shall not obligate the Association to waive or reduce its charges for any other requests or any other Owners.
10. **Failure to Provide Information:** If the Association fails to provide an Owner with access to or copies of the Association's books or records as required by this Policy, the Owner may notify the Association in writing of his or her intent to take further action. If the Association receives such notification, then it shall provide the Owner with access to or copies of the Association's books or records as required by this Policy, on or before the ninth business day after the notification was sent.
11. **Implementation:** The Association's Secretary shall be primarily responsible for implementation of and compliance with this Policy.
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CERTIFICATION

I hereby certify that the foregoing Policy was duly adopted by the Board of Directors of the WHITE TAIL HOMEOWNERS' ASSOCIATION, INC. D/B/A DEER RUN HOMEOWNERS' ASSOCIATION on 8/11, 2014.

Gary Lee
GARY LEE, President

STATE OF TEXAS

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COUNTY OF SMITH

This instrument was acknowledged before me on Sept. 26th, 2014 by Gary Lee.

Marie Angermiller
Notary Public, State of Texas



EXHIBIT A - MAXIMUM CHARGES
(pursuant to Texas Administrative Code § 70.3)

<u>Item</u>	<u>Charge</u>
Electronic document transmitted by email	no charge
Electronic document downloaded to USB drive	actual cost of USB drive
Standard paper copy or scan (letter or legal size) (double sided is considered two pages)	\$0.10 per page
Oversize paper copy or scan (such as 11x17)	\$0.50 per page
Diskette or CD	\$1.00
DVD	\$3.00
Labor Charge (50 or fewer pages of information, available in the processor's office)	No charge
Time spent to review the requested information to determine if the information is an Exempt Record	No charge
Labor Charge (more than 50 pages of information, or information not available in the processor's office)	\$15.00/hour or actual costs, whichever is greater, 1/4 hour increments
Actual time to locate, compile, manipulate data, reproduce information, and (if necessary) redact confidential information	\$15.00/hour or actual costs, whichever is greater, 1/4 hour increments
Overhead Charge (50 or fewer pages of information)	No charge
Overhead Charge (more than 50 pages of information)	20% of Labor Charge
Remote Document Retrieval Charge (information stored with a commercial records storage company that charges a fee to deliver and return stored records, if the request otherwise qualifies for a labor charge)	Actual costs
Other Charges (actual postage and shipping charges necessary to transmit the reproduced information to the Requesting Party)	Actual costs
Miscellaneous supplies used to produce the requested information (for instance, boxes)	
Transaction fees charged by credit card company	Actual costs
Sales tax	none

Filed For Record in:
Smith County, Texas
On Sep 29, 2014
at 12:29P

Receipt #: 705737
Recording: 94.00
Doc/Num : 00040088
Doc/Type: Recordless - Land
Deputy - Denise Avery

I hereby certify that this
instrument was filed and duly
recorded in the Official
Records of Smith County, Texas

Karen Phillips
County Clerk