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GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC.'S COLLECTION POLICY,  
POLICY FOR APPLICATION OF PAYMENTS, ALTERNATIVE PAYMENT PLANS,  
REQUESTS FOR ASSOCIATION RECORDS, & DOCUMENT RETENTION POLICY

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WHEREAS, effective January 1, 2012, Chapter 209 of the Texas Property Code mandates that each Association adopt a Policy for identifying the retention periods for the books, records, and/or other documents of the Association and prescribing the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005 of the Texas Property Code; and

WHEREAS, the duly elected Board of Directors for GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC., has determined the Association is best served by ensuring that it complies with all State mandates and requirements to establish this Policy concerning the retention, production and copying of information, books, and records of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association, by and through its Board of Directors, does hereby adopt the following Policy for the stated purpose.

NOW, IT IS FURTHER RESOLVED THAT that this Collection Policy, Policy for Application of Payments, Alternative Payment Plans, Requests for Association Records, and Document Retention Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and the application of payments received from Owners and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

## ARTICLE I

### General Provisions for Collections and Method of Payments

- 1.1. The collection of assessments owed by Owners and the application of their payments pursuant to the Texas Property Code, the Declaration, the Bylaws, and this Collection Policy and Payment Plan Guidelines will be governed by the following objectives:
  - a. The Association will diligently pursue collection of all Annual Assessments, and any Special Assessments levied for a given fiscal year.
  - b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

- c. The Board of Directors may delegate to the Association's Managing Agent those duties determined by the Board in its sole discretion to be necessary to accomplish these objectives.
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- 1.2. Ownership Interests. The person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot if expressly assumed by them. As used in this Policy: (i) the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due, and (ii) the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.
  - 1.3. Due Date. The date at which the annual dues or special assessment is due will be at least 30 days from statement date but not greater than 60 days. Pursuant to Article VII, Section 7.2 of the Declaration, Common Area Maintenance Charges that are not paid within 10 days of due date are subject to collection efforts authorized by the Board.
  - 1.4. Delinquency Date. Any assessment or installment thereof which is not received by the Association on or before the 10th day following the due date is delinquent (the "Delinquency Date").
  - 1.5. Delinquency Notice. If an assessment has not been received by the Association on or before the Delinquency Date, the Association may send a delinquency notice to the Owner (referred to as the "Delinquency Notice"), which will identify the unpaid assessments, interest charges, collection fees and late fees claimed to be owing. The Delinquency Notice will be sent via first-class United States mail to the Owner's mailing address as reflected in the Association's records.
  - 1.6. Default Letter. If an assessment or installment thereof has not been paid within 30 days following the Delinquency Date, the Association will send a default notice (referred to as the "Default Letter") to the Owner which notifies the Owner of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and may state:
    - a. The amount of unpaid assessments, interest, late charges, fines, collection costs and the handling charges claimed to be due.
    - b. That the Owner's right to use the Common Elements may be suspended unless the delinquency is cured or otherwise resolved.
    - c. That the Association may invoke or commence any other remedy available pursuant to the Declaration, Bylaws or the Texas Property Code, to include referral



to the Association's attorney for collection, with the legal costs of such collection to be assessed against the Owner.

d. Such other information as the Board determines pertinent.

- 1.7. Interest, Late Fees and Fines. In the event any assessment, or portion thereof, is not paid in full and received by the Association by the Delinquency Date, the Association may charge the Owner interest at the rate of ten percent (10%) per annum, or such interest rate established in the Declaration or any amendments thereto, from the Due Date, a late fee in the amount of \$15.00 for each month any balance remains outstanding after the Delinquency Date, such amount to be assessed on the 15th day of each month any balance remains outstanding after the Delinquency Date, and collection costs. Such interest, late fees and collection costs, as and when accrued pursuant to this Assessment Collection Policy, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided in the Texas Property Code and herein.
- 1.8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:
- a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.
  - b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored for any reason by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.
  - c. Any fee or charge becoming due and payable pursuant to this Paragraph 8 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.
- 1.9. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of, and in the order specified below, unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner.

- 1.9.1. IF AN OWNER TENDERS LESS THAN FULL PAYMENT OF ALL AMOUNTS DUE, TO INCLUDE ANY COLLECTION COSTS AND CHARGES, WITH INSTRUCTIONS OR WITH A RESTRICTIVE ENDORSEMENT THAT THE PAYMENT IS TO BE DEEMED AS "PAYMENT IN FULL" OF ALL AMOUNTS OWED, OR IF THE OWNER SUBMITS PAYMENT WITH SOME FORM OF RESTRICTIVE ENDORSEMENT, OR IF THE OWNER DISPUTES ANY PORTION OF THE DEBT OWED, THE OWNER MUST SUBMIT SUCH PAYMENT DIRECTLY TO THE OFFICE OF THE ASSOCIATION'S MANAGING AGENT FOR A DETERMINATION BY THE BOARD OF DIRECTORS AS TO WHETHER THE PAYMENT CAN BE ACCEPTED OR IS TO BE RETURNED TO THE OWNER.
- 1.9.2. Payments made to the Association, its managing agent, or a lock box at an address established for the receipt of assessment payments are deposited in the Association's bank account without regard to communication or other notices enclosed with or stated on the payment.
- 1.9.3. Any notice of communication (including, without limitation, a dispute of the debt) enclosed with or stated on the Payment will be ineffective and not binding on the Association.
- 1.9.4. Any dispute of an assessment or related charge, any proposed tender of an amount less than the entire amount claimed to be due which is intended to satisfy the Owner's debt in full, or any change in the identity, status or address of the Owner, must be in writing, sent to and received by the Association's managing agent at the managing agent's offices.

## ARTICLE II

### Alternative Payment Schedule for Delinquent Assessment

2.1. All owners that are delinquent on their assessments are entitled to enter into an alternative payment schedule with GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC., for the payment of the assessments, fees, fines, attorney's fees, and other costs incurred due to the delinquency.

2.1.1. Terms: Any payment plan entered between the delinquent owner and the Association shall be as follows:

- a. For a term of no more than four (4) months from the date of the execution of the payment schedule;
- b. A down payment of twenty-five percent (25%), of the delinquent amount is required at the inception of the Payment Plan. The down payment shall be considered the first month payment;



- c. The remaining balance shall be paid in equal installments over the next three months, with the due date being on the first of the month, and default if not paid by the fifth (5<sup>th</sup>) day of said month<sup>1</sup>;
- d. Each payment is required to be made by ACH payment;
- e. Failure to timely pay the twenty-five percent (25%) shall be deemed a default of the Payment Plan; and
- f. Any owner may request, in writing, a longer payment plan. Such extension of the Payment Plan shall require approval of the Board of Directors.

2.1.2. Owners Not Eligible: The Association is not required to enter into any payment plan to the extent the delinquent owner seeks an alternative payment plan and has failed to completely honor the terms of a previous payment plan during the two (2) years prior to the date of new request.

### ARTICLE III

#### Application of Payment

3.1. Any payment received by the Association from an owner shall be applied to the owner's debt in the following manner:

3.1.1 Payment to delinquent assessments;

3.1.2. Payment to Current assessment;

3.1.3 Payment to any attorney's fees or third party collection costs incurred by the Association solely with assessments or any other charge that could provide the basis for foreclosure

3.1.4. Payment of attorney's fees incurred by the Association that is not the basis for foreclosure;

3.1.5. Payment of fines assessed by the Association;

3.1.6. Payment of any other amount owed to the Association.

3.2. However, if the owner is in default under a payment plan with the Association for delinquent assessments or dues, the Association is not required to apply the funds received in the order specified in the foregoing.

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<sup>1</sup> If the Fifth day falls on a weekend or a Federally recognized holiday, the default date shall extend to the next business day.

## ARTICLE IV

### Collection Procedure of Unpaid Assessments

- 4.1. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.
- 4.2. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration and the Texas Property Code.
- 4.3. Legal Action. Legal counsel for the Association will take the following actions with regard to delinquencies referred to it upon legal counsel's receipt of a written request by Management and/or the Board to take a specific collection action.
  - a. Notice Letter. As the initial correspondence to a Delinquent Owner, counsel will send a notice letter (the "Notice Letter") to the Owner providing notice of all outstanding assessments and related charges, including the charges for the attorney's fees and costs incurred for counsel's services. If the amounts owing are disputed by the Owner within thirty (30) days of Owner's receipt of the Notice Letter, Management and/or Legal Counsel will provide verification of the amounts claimed to be due.
  - b. Title Search. If a Delinquent Owner fails to pay the amounts demanded in the initial Notice Letter sent by counsel, counsel will, upon direction from the Board and/or Management, order a search of the land records to verify current ownership of the Unit on which the delinquency exists. If the title report indicates that the Current Owner is other than the Delinquent Owner, counsel will communicate that fact to the Association. A determination will then be made by the Board whether to pursue collection of the unpaid assessments from the Delinquent Owner or the Current Owner or both. Based on that determination, the Board and/or Management will direct counsel to proceed according to this Assessment Collection Policy. Where the title report confirms that the Current Owner is the Delinquent Owner, the Association, Management and counsel will likewise proceed according to this Assessment Collection Policy.



- c. Notice of Lien. Where the Board has determined that foreclosure of the Association's assessment lien is to be pursued, if an Owner fails to pay in full all amounts indicated by the Notice Letter by the date specified, counsel, upon being requested to do so by the Board and/or Management, will cause to be prepared, executed by a member of the Board or by an officer of the Association and recorded in the Real Property Records of Smith County, a written notice of lien (referred to as the "Notice of Lien") setting forth therein the amount of the unpaid indebtedness, the name of the Owner of the Unit covered by such lien and a description of the Unit covered by the lien. A copy of the Notice of Lien will be sent to the Owner contemporaneously with the filing of same with the County Clerk's office, together with a demand for payment in full of all amounts then outstanding within thirty (30) days of the date of the transmittal to the Owner of the Notice of Lien.
- 4.4. Judicial foreclosure. After proper notice of the unpaid assessments, and in the event assessments are not paid in full in accordance with the foregoing, the Association's attorney is authorized to file a lawsuit in any court of competent jurisdiction seeking all monies due from the Owner, including assessment, attorney's fees, postage, late fees, court costs and interests (pre- and post-judgment interests), which come due during the pendency of the lawsuit, and to seek an Order authorizing judicial foreclosure of the Owner's Lot.
- 4.4.1. If judgment is granted in favor of the Association, and against the Owner, and arrangements have not been made between the Owner and the Association to remit payment before the foreclosure date noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale. The Association may bid in at such foreclosure sale by and through its attorney.
- 4.4.2. The Association's President is authorized to appoint the Association's attorney as Trustee/Substitute Trustee to notice and hold the foreclosure sale referenced in Section 4.4.1.
- a. For the purposes of this section, the term, "Association's attorney" shall include any licensed attorney working for the law firm retained by the Association, subject to any special limitations imposed by the Board at its discretion.
- b. After foreclosure, the lender holding the first lien on the property, and the Owner will be notified of the Association's action, at the last known address on file with the Association or any other address located by the Association's attorney.
- c. If after foreclosure, and any applicable retention period following such foreclosure, an Owner or any inhabitants continue to occupy any dwelling on the Lot, a forcible detainer will be filed seeking possession.

- d. In the event a Lot is foreclosed, but the Owner still owes a balance of assessments to the Association, the Association's attorney is authorized to file a deficiency suit against the Owner for recovery of said monies.
- 4.5. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.
- 4.6. Credit Bureaus. The Association may also notify any credit bureau of an Owner's delinquency. The Association will notify the Owner that it has filed such a report and will comply with any local, state, or federal laws in connection with the filing of such report.

## ARTICLE V

### Document Retention Policy

- 5.1. The books and records of the Association, including financial records, shall be open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner as the owner's agent, attorney, or certified public accountant. An owner is entitled to obtain from the Association copies of information contained in the books and records. An owner, or the owner's authorized representative, must submit a written request for access or information by certified mail, with sufficient detail describing the books and records requested, to the mailing address of the Association 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 Association forward copies of the requested books and records.
- 5.2. An attorney's files and records relating to the Association, excluding invoices requested by an owner under Section 209.008(d) of the Texas Property Code are not records of the Association and are not subject to inspection by the owner, 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. Any document that constitutes attorney work product or that is privileged as an attorney-client privileged communication is not required to be produced.
- 5.3. The Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an owner, an owner's personal financial information, including records of payment/nonpayment of amounts due the Association, an owner's contact information other than the owner'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 owner.



These records may be made available only with (i) the express written approval of the owner whose records are the subject of the request, or (ii) if a court of competent jurisdiction orders the release of the records.

- 5.4. If inspection is requested, the Association, on or before the tenth (10<sup>th</sup>) business day shall send written notice of dates during normal business hours that the owner may inspect the requested records to the extent the records are in the possession or control of the Association. The inspection shall take place at a mutually agreed upon time during normal business hours,
- 5.5. If copies are requested, the Association shall produce the requested records for the owner on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request except as otherwise provided herein. The Association may produce the requested records in hard copy, electronic, or other format reasonably available to the Association.
- 5.6. If the Association is unable to produce the records on or before the tenth (10<sup>th</sup>) business day, the Association shall give the owner notice that it is unable to produce the records within ten (10) business days, and state a date by which the information will be sent or made available for inspection, on a date not more than fifteen (15) business days after the date the notice is given.
- 5.7. Notwithstanding anything contained herein to the contrary, all records shall be produced subject to the terms of this Policy as set out below. The Association may require advance payment of estimated costs per its adopted policy.

## ARTICLE VI

### Custodian of Records

- 6.1. The Secretary of the Board or other person designated by the Board, is the designated Custodian of the Records of Association. As such, the Secretary of the Board is responsible for overseeing compliance with this Policy. Any questions regarding this Policy shall be directed to the Custodian of the Records of the Association.

## ARTICLE VII

### Procedure for Requesting Documents

- 7.1. All requests for information must comply with the requirements set forth hereinabove. The dated and signed, written request must state the specific information being requested.
- 7.2. Requests for information will NOT be approved when the information regards pending legal issues, unless specifically required by law; information of personnel matters such as individual salaries; information about other owners; and information that is privileged or confidential.

## ARTICLE VIII

### Costs of Requested Documents

- 8.1. The costs of compiling information and making copies shall not exceed those set forth in 1 TAC §70.3. The following fee schedules and explanations comply with this code section.
- 8.2. The following are the costs of materials, labor, and overhead which shall be charged to the owner requesting. 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 owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> 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, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.
- 8.3. **Copy Charge:**
- 8.3.1. Standard paper copy. The charge for paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- 8.3.2. 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:
- A. Diskette - \$1.00
  - B. Magnetic tape - actual cost
  - C. Data cartridge - actual cost
  - D. Tape cartridge - actual cost
  - E. Rewritable & non-rewritable CD - \$1.00
  - F. Digital video disc - \$3.00
  - G. JAZ drive - actual cost
  - H. Other electronic media - actual cost
  - I. VHS video cassette - \$2.50
  - J. Audio cassette - \$1.00
- 8.3.3. Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50
- 8.3.4. Specialty paper (e.g. Mylar, blueprint, blueline, map, photographic) - actual cost



8.4. Labor Charge: For locating, compiling, manipulating data, and reproducing public information, the following charges shall apply:

8.4.1. Labor charge - \$15.00 per hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;

8.4.2. Labor charge may be charged when confidential information is mixed with public information in the same page, 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.

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

## ARTICLE IX

### Association's Denial of Requested Information

9.1. If it is decided that a request for information is inappropriate or unapproved, the Board, or its designee, will notify the requesting owner of that decision and the reason for it in a timely manner. The Board, or its designee, will inform the owner, in writing of their right to appeal to the Board.

## ARTICLE X

### Document Retention Policy

10.1. The Association retains specific documents for the time periods outlined in the table located in Section 10.2. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to those listed in the schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on Section 10.2 will be maintained for the identified time period.

10.2. Document Retention Dates:

See Chart Provided Below:

**DOCUMENT RETENTION POLICY**

DOCUMENT TYPE	TIME PERIOD
<b>1. ACCOUNTS PAYABLE</b> Accounts payable, accounts receivable support ledgers	7 years
<b>2. ACCIDENT/SAFETY REPORTS</b> Accident reports and insurance claims	7 years; Claims of minors should be retained 7 years or at until the minor turns 21, whichever is longer
<b>3. ACCIDENT REPORTS (WORKERS COMP)</b> Accident reports and insurance claims for workers compensation injuries	7 years  Unless employee is disabled, for longer period of time in which case a period of disability plus 4 years.
<b>4. OWNER ASSESSMENT RECORDS</b>	Period of ownership plus two (2) years  Unless period of ownership exceeds five (5) years, then retain last five (5) years.
<b>5. AUDIT RECORDS</b> Independent Audit Records	7 years
<b>6. BANK RECORDS</b> Statement of financial accounts, deposit tickets, cancelled checks, reconciliation statements.	7 years
<b>7. BOARD PACKAGES</b> Documentation delivered to the Board prior to meetings. Temporary, intermediate documents used to develop final deliverable documents.	After meeting
<b>8. BUDGETS</b> Association budgets	7 years
<b>9. COMMITTEE CHARTERS</b> Committee charters	Indefinitely



<b>10. COMMITTEE REPORTS</b> Committee reports	4 years
<b>11. CONTRACTS</b> Final contracts between the Association and another entity.	Later of completion of performance or expiration of the contract term plus four (4) years
<b>12. CONTRACT BID PROPOSALS/SPECIFICATIONS</b> For contract proposals not entered into by the Association.	2 years
<b>13. CORPORATE FINANCIAL RECORDS AND BOOKS</b> Year End Financial Records and supporting documents	7 years
<b>14. CORPORATE GOVERNANCE DOCUMENTS</b> Plats, Articles of Incorporation, By Laws, Restrictions, Rules, Regulations, Policies and Guidelines and all amendments thereto, deeds, easements.	Indefinitely
<b>15. CORRESPONDENCE-OWNERS</b> Correspondence relating to general matters	4 years
<b>16. CORRESPONDENCE-OWNERS</b> Correspondence to/from owners - kept in owner file	2 years
<b>17. DEEDS</b> Deed records relating to common areas which are recorded in the real property records.	Indefinitely
<b>18. DEED RESTRICTION ACTIVITY RECORDS</b> Owner deed restriction activity records	Period of ownership plus two (2) years.  Unless period of ownership exceeds five (5) years, then retain last five (5) years.
<b>19. EASEMENT AGREEMENTS</b> Easements between the association and another entity.	Indefinitely
<b>20. EMPLOYEE APPLICATIONS</b> Applications from employees who were not hired	4 years

<b>21. EXPENSE REPORTS</b>	7 years
<b>22. FINAL DOCUMENTS</b> Final deliverable documents which are not superseded or incorporated into later documents.	See Document Type  Contract drafts have benefit as they can help clarify contract terms negotiated which may later be disputed.
<b>23. JUDGMENTS</b> Court judgments	Until judgment amount is paid in full. Judgments can be renewed every ten (10) years.
<b>24. LABOR CONTRACTS</b> Contract for labor or employment	Contract period plus 4 years
<b>25. LEASES</b> Leases relating to equipment	Lease term plus 4 years
<b>26. LOAN DOCUMENTS</b> Documents relating to loans plus security agreements	Until the loan is fully discharged plus 4 years
<b>27. MEETING TAPE OR VIDEO RECORDS</b> Video or audio tape of meetings-strongly advise against these	If made, destroy prior to next meeting.  See Meeting Minutes if used as same.
<b>28. MEMBER OR OWNER RECORDS</b> Member or Owner voting lists or Name, address, telephone, and email address.	Period of ownership plus 2 years  Unless period of ownership exceeds 5 years, then retain last 5 years
<b>29. MINUTES - BOARD OF DIRECTORS</b> Board minutes and written consents in lieu of a meeting	7 years
<b>30. MINUTES - OWNER MEETINGS</b> Annual owner meetings	7 years
<b>31. MINUTES - EXECUTIVE SESSION MEETINGS</b> Executive session meeting minutes	7 years
<b>32. NEWSLETTERS</b>	5 years



Newsletter or inserts sent to association members	
<b>33. OPINION LETTERS OR REPORTS</b> Prepared by professionals including attorney, accountant, engineer	Indefinitely
<b>34. OWNER INFORMATION</b> Current name and address of each owner	Updated continually
<b>35. PURCHASE ORDERS</b>	Four (4) years
<b>36. RESERVE STUDIES</b> Documents relating to study of common area and amount of funds necessary to fund upkeep, maintenance and replacement	Time period for which the reserve study covers, plus 4 years statute of limitations period
<b>37. TAX RETURNS</b> Federal and State Income, Franchise Tax Returns and supporting documentation	Indefinitely
<b>38. VENDOR INVOICES</b> Invoices associated with final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus 4 years for statute of limitations for any action relating to a breach of contract.
<b>39. VOTING RECORDS</b> Associations board member election records including proxies and ballots	1 year, Unless election is contested, then retain for period of contest

SIGNED on the 27 day of APRIL, 2015.

I, BRYAN MEAL, President of GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC., do hereby declare, swear and affirm that this Policy for Application for Payments, Alternative Payment Plans, and Requests for Association Records was approved by affirmative vote of GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC.

 President

GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC.

ACKNOWLEDGMENTS

STATE OF TEXAS

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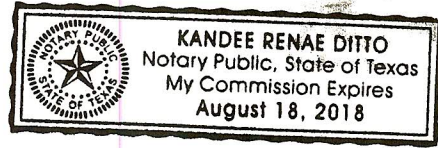
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COUNTY OF SMITH

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This instrument was acknowledged before me by Bryan Neal, President of GRAEMONT ESTATES HOMEOWNERS ASSOCIATION, INC., on the 27 day of April, 2015.

Kandee Renae Ditto  
NOTARY PUBLIC, STATE OF TEXAS



Filed for Record in  
Smith County, Texas  
4/28/2015 2:12:41 PM  
Fee: \$66.00  
20150100016794

BY LAWS  
Deputy -Brenda Calhoun

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

Karen Phillips  
Karen Phillips  
County Clerk

