

# **The Reserve at Lake Tyler Homeowners Association**

15302 Reserve Blvd.  
Tyler, TX 75707

## **Policy for Association Records, Request for Documents, and Document Retention**

WHEREAS, effective January 1, 2013, 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 The Reserve at Lake Tyler Homeowners Association, 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.

### **ARTICLE I** **Association Records**

1.1. 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.

1.2. 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.

1.3. 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.

1.4. 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,

1.5. 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.

1.6. 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.

1.7. 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 II** **Custodian of Records**

2.1. 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 III** **Procedure for Requesting Documents**

3.1. 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.

3.2. 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 members; and information that is privileged or confidential.

## **ARTICLE IV** **Costs of Requested Documents**

4.1. 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.

4.2. The following are the costs of materials, labor, and overhead which shall be charged to the owner requesting the documents. 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 exceed 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.

#### 4.3. Copy Charge:

4.3.1. 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.

4.3.2. 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

4.3.3. Oversize paper copy (e.g. 11 x 17, green bar, blue bar, not including maps and photographs using specialty paper - \$.50

4.3.4. Specialty paper (e.g. Mylar, blueprint, blueline, map, photographic) - actual cost

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

4.4.1. Labor charge - \$25.00 per hour. This charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information;

4.4.2. 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.

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

**ARTICLE V**  
**Association's Denial of Requested Information**

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

**ARTICLE VI**  
**Document Retention Policy**

6.1. The Association retains specific documents for the time periods outlined in the table located in Section 6.2. 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 6.2 will be maintained for the identified time period.

6.2. Document Retention Dates:

<b>DOCUMENT RETENTION POLICY</b>	
<b>DOCUMENT TYPE</b>	<b>TIME PERIOD</b>
<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. MEMBER 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>4. AUDIT RECORDS</b> Independent Audit Records	7 years
<b>5. BANK RECORDS</b> Statement of financial accounts, deposit tickets, cancelled checks, reconciliation statements.	7 years

<b>6. BOARD PACKAGES</b> Documentation delivered to the Board prior to meetings. Temporary, intermediate documents used to develop final deliverable documents.	After meeting
<b>7. BUDGETS</b> Association budgets	7 years
<b>8. COMMITTEE CHARTERS</b> Committee charters	Indefinitely
<b>9. COMMITTEE REPORTS</b> Committee reports	4 years
<b>10. 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>11. CONTRACT BID PROPOSALS/SPECIFICATIONS</b> For contract proposals not entered into by the Association.	2 years
<b>12. CORPORATE FINANCIAL RECORDS AND BOOKS</b> Year End Financial Records and supporting documents	7 years
<b>13. CORPORATE GOVERNANCE DOCUMENTS</b> Plats, Articles of Incorporation, By Laws, Restrictions, Rules, Regulations, Policies and Guidelines and all amendments thereto, deeds, easements.	Indefinitely
<b>14. CORRESPONDENCE-MEMBERS</b> Correspondence relating to general matters	4 years
<b>15. CORRESPONDENCE-MEMBERS</b> Correspondence to/from members – kept in member file	2 years
<b>16. DEEDS</b> Deed records relating to common areas which are recorded in the real property records.	Indefinitely
<b>17. DEED RESTRICTION ACTIVITY RECORDS</b> Member 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>18. EASEMENT AGREEMENTS</b> Easements between the association and another entity.	Indefinitely

<b>19. EXPENSE REPORTS</b>	7 years
<b>20. 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>21. JUDGMENTS</b> Court judgments	Until judgment amount is paid in full. Judgments can be renewed every ten (10) years.
<b>22. LOAN DOCUMENTS</b> Documents relating to loans plus security agreements	Until the loan is fully discharged plus 4 years
<b>23. 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>24. MINUTES – BOARD OF DIRECTORS</b> Board minutes and written consents in lieu of a meeting	7 years
<b>25. MINUTES – MEMBER MEETINGS</b> Annual member meetings	7 years
<b>26. MINUTES – EXECUTIVE SESSION MEETINGS</b> Executive session meeting minutes	7 years
<b>27. NEWSLETTERS</b> Newsletter or inserts sent to association members	5 years
<b>28. OPINION LETTERS OR REPORTS</b> Prepared by professionals including attorney, accountant, engineer	Indefinitely
<b>29. OWNER INFORMATION</b> Current name and address of each owner	Updated continually
<b>30. PURCHASE ORDERS</b>	Four (4) years
<b>31. 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>32. TAX RETURNS</b> Federal and State Income, Franchise Tax Returns and supporting documentation	Indefinitely
<b>33. 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>34. VOTING RECORDS</b> Associations board member election records including proxies and ballots	1 year, Unless election is contested, then retain for period of contest
<b>35. VOTING RECORDS</b> Associations board member election records including proxies and ballots	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.

IN WITNESS WHEREOF, the undersigned President of The Reserve at Lake Tyler Home Owners Association, Inc., has executed this Declaration this 14 day of July 2022.

7/14/2022

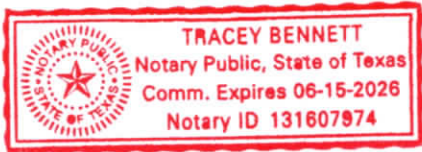
Date

William Vent Richardson

President of The Reserve at Lake Tyler Home Owners Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF SMITH       §

BEFORE ME, the undersigned authority, on the 14 day of July, 2022, personally appeared, William Trent Richardson, to me known to be the President of The Reserve at Lake Tyler Home Owners Association, Inc., and he/she acknowledged before me the he/she executed the same for the purposes therein expressed.



Tracey Bennett

Notary Public, State of Texas

My Commission Expires: 6/15/2026





\*VG-151-2022-202201027677\*

Smith County  
Karen Phillips  
Smith County Clerk

Document Number: 202201027677

Real Property Recordings  
RESTRICTION

Recorded On: July 18, 2022 12:12 PM

Number of Pages: 9

Billable Pages: 8

" Examined and Charged as Follows: "

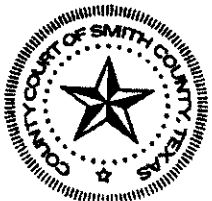
Total Recording: \$54.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202201027677  
Receipt Number: 20220718000085  
Recorded Date/Time: July 18, 2022 12:12 PM  
User: Suni W



STATE OF TEXAS  
Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX