

THE REGENCY HOUSE CONDOMINIUM ASSOCIATION

RECORD RETENTION, PRODUCTION AND COPYING POLICY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, The Regency House Condominium Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Condominium Declaration for The Regency House filed in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No. F490936 and recorded in Volume 107, Page 101 of the Condominium Records of Harris County, Texas, as amended; and

WHEREAS, Section 82.114 of the Texas Uniform Condominium Act was amended effective September 1, 2021, to add a reference to Section 82.1141 regarding retention of and access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for record retention, production and copying consistent with Section 82.1141 and to provide clear and definitive guidance to unit owners regarding access to Association Records.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the Record Retention, Production and Copying Policy listed below, which shall run with the land and be binding on all owners and Units within The Regency House.

RECORD RETENTION

1. Association Records may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Records shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, Declaration, and other dedicatory instruments and any amendments to same shall be retained permanently.
 - b. financial books and records, including annual budgets, reserve studies, tax returns, monthly financial statements and bank statements, shall be retained for a minimum of seven (7) years.
 - c. account records of current unit owners shall be retained for a minimum of five (5) years.
 - d. contracts with a term of one year or more shall be retained for a minimum of four (4) years after the expiration of the contract.
 - e. minutes of meetings of the owners and the Board shall be retained for a minimum of seven (7) years after the date of the meeting.
 - f. tax returns and audit records shall be retained for a minimum of seven (7) years.

Any Records not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.

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3. Upon expiration of the retention period listed above, the Records shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

DOCUMENT PRODUCTION AND COPYING POLICY

1. Association Records, including the books and records and financial records of the Association, shall be open to and reasonably available to every unit owner for examination. All financial and other records of the Association shall be reasonably available at the Association's registered office or principal office for examination and production in accordance with this Policy.
2. A unit owner may provide access to Association Records to any other person (such as an attorney, CPA or agent, collectively "agent") they designate in writing as their agent for the purpose of inspecting Association Records. A designation of agent must be signed by the owner and include a copy of the owner's photo ID.
3. A unit owner or their agent must submit a written request for access to or copies of Association Records. The written request must:
 - a. be sent by certified mail to the Association's mailing address or address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Association Records being requested; and
 - c. indicate whether the unit owner or agent would like to inspect the Association Records before possibly obtaining copies or if the specified Association Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
4. Within ten (10) business days of receipt of the request specified in Section 3 above, the Association shall provide the following to the extent the Association Records are in the possession, custody or control of the Association:
 - a. the requested Association Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Association Records are available and offer dates and times when the Association Records may be inspected by the owner or their agent during normal business hours at the office of the Association; or
 - c. a written notice that the requested Association Records are available for delivery once a payment of the cost to produce the Association Records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Association Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Association Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business

days from the date of the notice and payment of the cost to produce the Association Records is made and stating the cost thereof.

- f. The Association may produce Association Records in hard copy, electronic, or other formal reasonable available to the Association.
5. The following Association Records are not available for inspection by owners or their agents:
- a. the financial records associated with an individual owner or unit.
 - b. violation details for an individual owner or unit.
 - c. personal information, including an owner's contact information and address.
 - d. information related to an employee of the Association, including personnel files.
 - e. attorney files and records relating to the Association, excluding invoices requested by an owner for attorney's fees and other costs relating to a matter for which the Association seeks reimbursement of fees and cost from said owner.
 - f. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection. The information may also be released to the extent the information is provided in meeting minutes or in an aggregate or summary manner that does not identify an individual owner.

6. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Association Records and certain Association Records are maintained in electronic format, the unit owner or their agent will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the unit owner or their agent agrees to pay the cost of producing such copies.
7. If a unit owner or their agent inspecting Association Records requests copies of certain Association Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
8. The unit owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
 - a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of Records ... \$0.10 per page
 - f. compact disk or flash drive ... must be provided by the owner or agent
 - g. labor and overhead ... \$15.00 per hour
 - h. downloading of requested records ... \$2.00 fee
 - i. mailing supplies ... \$1.00 per mailing

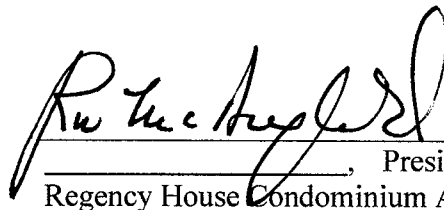
- j. postage ... at cost
 - k. other supplies ... at cost
 - l. third party fees ... at cost
9. Any costs associated with a records request must be paid in advance of delivery by the unit owner or their agent. An owner who makes a request for Association Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
10. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the unit owner, the Association may agree to invoice the cost of the Association Records request to the owner's account. Unit owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the unit owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declaration.
11. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under Section 3 and/or fees under Section 5.

This Policy is effective upon recordation in the Public Records of Harris County, Texas and supersedes any policy regarding document retention that may have previously been in effect. Except as affected by Section 82.1141 and/or by this Policy, all other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

CERTIFICATION

I, the undersigned, being the President of The Regency House Condominium Association, hereby certify that the foregoing Policy was adopted by at least a majority of The Regency House Condominium Association's Board of Directors.

Approved and adopted by the Board of Directors on the 3RD day of ^{September}~~August~~ 2021.

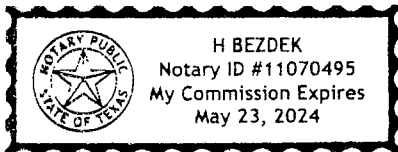

_____, President of The
Regency House Condominium Association

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared RICHARD MEDUGALD
_____, President of The Regency House Condominium Association, a Texas corporation, known
to me to be the person and officer whose name is subscribed to the foregoing instrument and
acknowledged to me that s/he had executed the same as the act of said corporation for the purpose
and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 30th day of ~~August~~ ^{September} 2021.



H. Bezdek
Notary Public, State of Texas

After Recording, Return to:

ESG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

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Pages 6
09/08/2021 11:58 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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