THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

CERTIFICATE OF ADOPTION & RECORDING STATUTORY-BASED GOVERNANCE POLICIES & NOTICES

CHISHOLM RANCH ESTATES HOMEOWNERS ASSOCIATION, INC. ~ GOVERNANCE POLICIES ~

Att	INSTRUMENTS ATTACHED FOR RECORDING	Pgs
Α	Members' E-mail Address Registration Policy, adopted to implement Prop. Code §209.005(e)&(f), and §209.00592(d)(2), enacted in 2011.	1
В	Notices of Statutory Compliance and Conflict with HOA Docs, adopted to address the effect of state statutes enacted in 2011 that override provisions in governing documents adopted before the law change.	1
С	Alternative Payment Schedule Guidelines, adopted pursuant to Prop. Code §209.0062, enacted in 2011, applying to an assessment or other debt that becomes due on or after January 1, 2012.	2
D	HOA Document Retention Policy , adopted pursuant to Prop. Code §209.005(m), enacted in 2011, applying to a request for information received on or after January 1, 2012.	1
Ę	HOA Open Records Production & Copying Policy , adopted pursuant to Prop. Code §209.005(I), enacted in 2011, applying with respect to books and records of the Association generated on or after January 1, 2012.	2

PROPERTY/SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas, according to the plat thereof recorded on July 11, 2005, as File No. 00332344, in Cabinet F, Page 247-250, Plat Records, Rockwall County, Texas.

DECLARATION TO WHICH SUBDIVISION IS SUBJECT:

Amended and Restated Declaration of Covenants, Conditions and Restrictions, Chisholm Ranch Estates, recorded on October 28, 2005, as Document No. 00340281, in Volume 04269, Page 00023, Real Property Records, Rockwall County, Texas, as amended.

NAME OF PROPERTY OWNERS ASSOCIATION:

Chisholm Ranch Estates Homeowners Association, Inc.

ADOPTION

The Board of Directors of Chisholm Ranch Estates Homeowners Association, Inc., a Texas property owners association subject to Prop. Code Chapter 209, approved this Certificate and adopted the policies and notices attached hereto (as Attachments A-E) pursuant to the following resolutions.

- (1) Resolved, that it is in the best interests of the Association and its members to adopt each of the policies and notices attached hereto (as Attachments A-E) in order to be compliant with certain state statutes.
- (2) Resolved, that the policies and notices attached hereto (as Attachments A-E) apply to all real property subject to the above-referenced Declaration, as amended or supplemented from time to time.

GOVERNANCE POLICIES FOR CHISHOLM RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.

Page 1 of 2

- (3) Resolved, that each of the policies and notices attached hereto (as Attachments A-E) may be independently amended, restated, executed, and recorded by the Association.
- (4) Resolved, that the policies and notices attached hereto (as Attachments A-E) may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional policies, procedures, guidelines, and notices pertaining to the same subject matter.
- (5) Resolved, that the terms and provisions of the policies and notices attached hereto (as Attachments A-E) must be liberally construed to give effect to the purposes and intent of the underlying statutes, and may not be construed as a way to evade the protections, permissions, or requirements of State law.
- (6) Resolved, that if any policy or notice attached hereto (as Attachments A-E) inaccurately paraphrases applicable State law, or inadvertently omits an aspect of applicable State law, State law controls.
- (7) Resolved, that if provision in a policy or notice attached hereto (as Attachments A-E) appears to conflict with a provision in a Governing Document, an effort must be made to construe the provisions so as to give effect to both, if such construction is reasonable. Otherwise, the provision in the policy or notice attached hereto, as it may be amended from time to time, is the higher authority for the limited purpose for which it is adopted, superceded only by public law.
- (8) Resolved, that invalidation of any provision of any policy or notice attached hereto (as Attachments A-E) by judgment or court order or subsequent statutory enactment does not affect any other provision, which remains in full force and effect.
- (9) Resolved, that the undersigned officer of the Association is instructed to execute and effect recording of this instrument on behalf of the Association.

CERTIFICATION

By signing below, the undersigned officer of Chisholm Ranch Estates Homeowners Association, Inc., certifies that the Board of Directors of Chisholm Ranch Estates Homeowners Association, Inc., adopted each of the policies and notices attached hereto (as Attachments A-E), adopted the resolutions stated above, approved this form of Certificate, and instructed the undersigned to execute this instrument and effect its recording on behalf of the Association, for the purpose of complying with the requirements of Texas law.

CHISHOLM RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.,

a Texas property owners association and nonprofit corporation

y: _____

David L. Booth, President

THE STATE OF TEXAS

COUNTY OF DALLAS

§ 8

This instrument was acknowledged before me on this _____ day of January 2013 by David L. Booth, President of Chisholm Ranch Estates Homeowners Association, Inc., a Texas property owners association and nonprofit corporation, on behalf of said association.

KAREN HEAD
MY COMMISSION EXPIRES
January 3, 2017

Notary Public, The State of Texas

ATTACHMENT A TO CERTIFICATE OF ADOPTION & RECORDING

MEMBERS' E-MAIL ADDRESS REGISTRATION POLICY

SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas

ASSOCIATION: Chisholm Ranch Estates Homeowners Association, Inc.

- Purposes. The purpose of this Members' E-mail Address Registration Policy is to implement provisions of State law ~ specifically, Prop. Code Sec. 209.0051(e) and (f), and Sec. 209.00592(d)(2), enacted by the 82nd Texas Legislature as House Bill 2761, effective January 1, 2012. Sec. 209.0052(e) and (f) authorizes the Association to use e-mail to notify owners of board meetings, if an owner provides his e-mail address to the Association, and requires the owner to maintain an updated e-mail address with the Association for that purpose. Sec. 209.00592(d)(2) authorizes the Association's use of electronic ballots if the identity of the owner submitting the ballot can be confirmed. Registration of the owner's e-mail address is one method of confirmation.
- Conflict. In event of conflict between this Policy and applicable State law, State law controls. In event of conflict between a provision of this Policy and a provision of any Governing Document of the Association, this Policy controls.
- 3. <u>Cost-Benefit</u>. On the date hereof, the use of e-mail is considered to be one of the most effective and affordable methods for issuing meeting notices and for registering votes. Members can help contain common expenses of the Association, which translate into the regular assessments they pay, by inviting the Association to communicate with the member by e-mail.
- 4. Owner Registers. Members are asked to formally register with the Association at least one current e-mail address per lot for use by the Association. If a member has more than one e-mail address, or if a lot is owned by two or more co-owners, each of whom has an e-mail address, the owner or co-owners must designate one e-mail address as the primary address.
- Method of Registration. To register an e-mail address, the owner may be asked to use a form (or website posting if available) provided by the Association for that purpose. Otherwise, the owner should submit a written request for the sole purpose of registering an e-mail address, clearly identified as such. An owner's e-mail correspondence with the Association or its manager or attorney for any other purpose is not sufficient as a registration or update.
- 6. <u>Implementing the Registration</u>. It may take up to two weeks for the Association to effectuate an e-mail address registration or update. If the Association implements a practice of "testing" new or changed e-mail addresses by sending a trial message to the owner, the owner will acknowledge receipt if so requested by the Association.
- 7. <u>Updating the Registration</u>. An owner who registers his e-mail address must ensure that the e-mail address used by the Association is currently effective. As soon as possible after changing e-mail addresses, the owner must formally register the change of information with the Association using its procedures for that purpose.
- 8. <u>Association Limited</u>. The Association is not required to seek-out an owner's e-mail address or to investigate the accuracy of an owner's e-mail address. The Association is not required to notify the owner if the owner's registered e-mail address ceases to be effective. Although the Association may communicate with a member by e-mail, it may not be cost effective for the Association to research its records for e-mail addresses.
- 9. <u>Use of E-Mail Address</u>. By registering an e-mail address with the Association, the owner authorizes the Association to use the e-mail address to communicate with the owner about the Association, specifically including the delivery of board meeting notices and verification of an electronic ballot (if available) submitted by the owner.
- 10. Not For Sale. The Association will not sell information about owners' e-mail addresses.

(End of Attachment A)

ATTACHMENT B TO CERTIFICATE OF ADOPTION & RECORDING

NOTICES OF STATUTORY COMPLIANCE AND CONFLICT WITH HOA DOCS

SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas

ASSOCIATION:

Chisholm Ranch Estates Homeowners Association, Inc.

The Association, acting through its Board of Directors, hereby issues the following notices to its members and to the public:

- Old Docs. The Association hereby gives notice that the Governing Documents for Chisholm Ranch Estates were written before the Texas laws pertaining to property owners association were substantially changed in 2011. Accordingly, some provisions of some Governing Documents may conflict with laws enacted in 2011 and thereafter.
- 2. <u>Intent to Comply</u>. The Association hereby gives notice that it intends to comply with the requirements of State law, and does not intend to evade the requirements of State law.
- 3. Repeal Contrary. The Association hereby repeals, revokes, and rescinds any previously adopted policy, procedure, rule, or guideline that is contrary to requirements of later-enacted State law, to the extent the Board of Directors has authority to effect such repeal, revocation, or recision without a vote of the members.
- 4. <u>Refrain Contrary</u>. The Association hereby gives notice of its intent to refrain from implementing or enforcing any provision of a Governing Document, or any policy, procedure, rule, or guideline that is made unenforceable or void by changes in State law.
- Mistakes Happen. The Association acknowledges that while it adapts to the law changes, it may inadvertently use forms, practices, procedures, or terminology that have been rendered obsolete by the law changes. Accordingly, the Association hereby gives notice that it will try to correct such errors as it becomes aware of them.
- 6. <u>Professionals</u>. Having been advised that some of the new HOA Reform Laws are capable of more than one interpretation, the Association hereby gives notice that its volunteer officers and directors (who are not students of the law) may rely on professionals for guidance in understanding and applying the new laws, and that from time to time the Association may change its method of complying with a particular law as it acquires more experience or information.
- 7. <u>Costs of Complying</u>. The Association hereby gives notice that it may be necessary for the Association to increase the annual budget to pay the costs of complying with the law changes, such as for increased use of legal and management services, which may result in a reduction of other services provided by the Association or an increase in regular assessments paid by its members.
- 8. <u>Cooperation</u>. Finally, the Association hereby gives notice that it solicits the cooperation of its members in guiding the Association towards full compliance with the law changes, and solicits the patience of its members while the Association learns about its new duties and limitations under State law.

(End of Attachment B)

ATTACHMENT C TO CERTIFICATE OF ADOPTION & RECORDING

ALTERNATIVE PAYMENT SCHEDULE GUIDELINES

SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas

ASSOCIATION:

Chisholm Ranch Estates Homeowners Association, Inc.

The owner of a lot for which the assessment account is in arrears is entitled to make partial payments to cure the arrearage, provided the partial payments are made pursuant to a payment plan approved by the Association consistent with this Policy, and further provided the **EXCEPTION** below does not apply.

- Purpose & Conflict. The purpose of these Alternative Payment Schedule Guidelines is to comply with the requirements
 of State law ~ specifically, Section 209.0062 Texas Property Code. In event of conflict between these Guidelines and
 applicable State law, State law controls. In event of conflict between a provision of these Guidelines and a provision
 of any Governing Document of the Association, these Guidelines control.
- 2. <u>Form of Agreement</u>. A payment plan is an agreement between an owner and the Association. It must be in writing and signed or otherwise accepted by both the owner and the Association. The Association may require use of a particular form. (If an owner accepts "as is" without substantive change a standard form of payment plan issued by the Association, the Association's acceptance is deemed.)
- 3. <u>Consideration</u>. As consideration for a payment plan agreement, the Association must receive the full amount of the initial installment required by the payment plan. The agreement is not valid and enforceable between an owner and the Association until the consideration is paid in full.
- 4. <u>Effective</u>. The payment plan agreement is not effective until both of the following two conditions are met. First, both the owner and the Association must agree in writing to the terms of a payment plan consistent with this Policy. Second, the Association must receive the full amount of the initial installment required by the payment plan. When both conditions are satisfied, contemporaneously with each other, the payment plan is effective and in good standing.
- Co-Owners. If a lot is owned by more than one person, all co-owners are treated as "the owner" under these Guidelines, regardless of which co-owner requests and performs the payment plan, or defaults.
- 6. <u>Term.</u> A payment plan is for a term of six months, unless the owner and Association agree to a different term, which may not be less than three months, nor more than 18 months.
- 7. <u>Amount</u>. The total amount to be paid under the payment plan is the full amount of the arrearage on the date of the payment plan, plus (if any) administrative fees and interest that accrue during the term of the payment plan.
- 8. <u>Installments</u>. Unless owner and Association agree to a different installment schedule, the first installment (the required consideration) will be at least 25 percent of the total amount to be paid under the payment plan, with the balance paid in equal consecutive monthly installments over the remainder of the term, the second installment being due not less than 28 days after the first installment.
- 9. <u>Due Dates</u>. Unless owner and Association agree to a different schedule of dates, installments must be received by the Association on or before the first day of each month, except that if the first installment is received mid-month, the second installment is not due until the first day of the month following the next month. (Example, if the first installment is paid January 20, the second installment is due March 1, and the remaining installments on the first day of each month thereafter until paid in full.)
- 10. Form of Payment. Payments may be made by check (personal, business, or cashiers), debit card or credit card (if the Association has such capacity), or direct deposit/electronic transfer (if the Association has such capacity). If the form of payment incurs a cost to the Association, the Association may require the owner to reimburse the cost. Payment

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must be delivered to the account, lock box, or office designated by the Association for each type of permitted payment.

- 11. <u>Communications</u>. If the owner wishes to communicate with the Association about any aspect of his payment plan, his correspondence should be clearly identified as such and delivered to the Association in a manner that brings attention to its purpose. Such correspondence should not be coupled with a payment.
- 12. <u>Costs of Delinquency</u>. As permitted by State law, the Association may charge the owner interest and the reasonable costs associated with administering the payment plan, which charges will be included in the payment plan. Any other monetary penalty associated with the assessment delinquency to be paid through the payment plan will be held in abeyance during the term of the payment plan, and will only become due and payable in event of default and termination of the payment plan.
- 13. Default. A default of the payment plan occurs when any of the following occurs:
 - (1) a scheduled installment is not received by the Association on or before the installment's due date.
 - (2) the Association does not receive at least the full amount of the scheduled installment.
 - (3) the assessment account of the owner and his unit becomes delinquent for amounts not covered by the payment plan.
- 14. <u>Waiver</u>. On a case-by-case basis, the Association may ~ <u>but is not required to</u> ~ waive an act of default if the owner makes up the missed or short payment no later than the date the next payment under the plan would be due, provided the next payment is also paid timely and in full.
- 15. <u>Prepayment</u>. Owner may pay off the balance of the payment plan at any time during the payment plan, or may shorten the term of the payment plan, such as by increasing the amount paid with each installment. The Association's acceptance of payment in amounts or at times that are different from the approved payment plan may not be construed as a waiver of the terms of the payment plan.
- 16. <u>Notice</u>. Owner must monitor his payment plan, to insure that his payments are in the full amount and timely received by the Association. The Association may, <u>but is not required to</u>, give the owner a courtesy notice of the missed or short payment.
- 17. <u>Termination</u>. If an owner defaults on the terms of a payment plan, the Association may, <u>but is not required to</u>, terminate the payment plan. To terminate, the Association must give owner written notice of termination, with a statement of the full amount immediately due and payable to the Association.
- 18. Reinstatement. The Association may, <u>but is not required to</u>, reinstate a terminated payment plan for an owner who submits a written request for reinstatement together with an amount sufficient to cure defaults under the previously approved payment plan.
- 19. Good Faith. By entering into a payment plan agreement with the Association, the owner is certifying to the Association that he is acting in good faith to retire an obligation and is not trying to secure an advantage over the Association, such as for use in litigation, bankruptcy, transfer of title, or refinancing of a mortgage.
- 20. <u>Void Transfer</u>. A transfer of title to a lot during the term of a payment plan pertaining to the lot is not valid without the prior written approval of the Association, so that its interests may be protected in connection with the change of ownership.
- 21. **EXCEPTION**. The Association may refuse to negotiate or accept a payment plan from an owner who ~ within the previous 24 months ~ defaulted on the terms of a payment plan that had been approved by the Association, even if the payment plan was reinstated or renegotiated following termination.
- 22. <u>Amendment</u>. This Policy may be amended and restated from time to time by the Association, acting through its board of directors, such as may be needed to comply with changing requirements of State law or to conform to emerging practices and technologies. As long as State law requires this Policy to be publicly recorded, all amendments and restatements must also be publicly recorded.

ALTERNATIVE PAYMENT SCHEDULE GUIDELINES CHISHOLM RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.

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ATTACHMENT D TO CERTIFICATE OF ADOPTION & RECORDING

HOA DOCUMENT RETENTION POLICY

SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas

ASSOCIATION:

Chisholm Ranch Estates Homeowners Association, Inc.

APPLICABILITY: Applies only with respect to books and records of the Association generated on or after January 1, 2012

- Purpose & Conflict. The purpose of this HOA Document Retention Policy is to comply with the requirements of State law ~ specifically, Prop. Code Sec. 209.005(m) enacted by the 82nd Texas Legislature as House Bill 2761, effective January 1, 2012, which requires a property owners' association composed of more than 14 lots to adopt and comply with a document retention policy. In event of conflict between this Policy and applicable State law, State law controls. In event of conflict between a provision of this Policy and a provision of any Governing Document of the Association, this Policy controls.
- Document Retention Requirements. At a minimum, the Association will retain the documents required by Prop. Code Sec. 209.005(m), for the periods of stated required by Prop. Code Sec. 209.005(m). Effective January 1, 2012, the Chisholm Ranch Estates Homeowners Association, Inc. will retain the following documents for the below-stated periods of time, being the stated requirements of Prop. Code Sec. 209.005(m):
 - (1) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
 - (2) financial books and records shall be retained for at least seven years;
 - account records of current owners shall be retained for at least five years;
 - (4) contracts with a term of one year or more shall be retained for at least four years after the expiration of the contract term;
 - (5) minutes of meetings of the owners and the board shall be retained for at least seven years; and
 - (6) tax returns and audit records shall be retained for at least seven years.
- 3. Construction. The Policy may not be construed to prevent the Board of Directors from adopting, amending, and restating, from time to time, one or more additional administrative policies pertaining to the retention of documents, records, and information of the Association, including ~ without limitation ~ policies relating to the storage and destruction of the items listed above, and policies pertaining to the retention, storage, and destruction of other types of documents, records, and information of the Association. This provision may not be construed as a duty of the Board of Directors to adopt such additional administrative policies.
- 4. <u>Applicability</u>. Pursuant to SECTION 6(b) of House Bill 2761, this Policy applies only to books and records of the Association generated on or after January 1, 2012.
- Public Recording. This Policy will be publicly recorded because of the possibility that it may be construed as a "dedicatory instrument" within the meaning of Prop. Code Sec. 202.001(1). All amendments, restatements, and supplements to this Policy must also be publicly recorded in Rockwall County, Texas, unless and until State law clarifies the public recording of administrative policies such as this. This provision and the act of recording may not be construed as an assertion by the Association that this Policy, which is administrative in nature, is a "dedicatory instrument."
- 6. <u>Amendment</u>. This Policy may be amended and restated from time to time by the Association, acting through its board of directors, such as may be needed to comply with the changing requirements of State law, to conform to emerging practices and technologies, or to reflect court decisions interpreting State law or policies such as this. As long as State law requires this Policy to be publicly recorded, all amendments and restatements must also be publicly recorded.

(End of Attachment D)

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ATTACHMENT E TO CERTIFICATE OF ADOPTION & RECORDING

HOA OPEN RECORDS PRODUCTION & COPYING POLICY

SUBDIVISION:

Chisholm Ranch Estates, an addition to the City of McLendon-Chisholm, Texas

ASSOCIATION:

Chisholm Ranch Estates Homeowners Association, Inc.

- 1. Purpose & Conflict. The purpose of this HOA Open Records Production & Copying Policy is to comply with the requirements of State law ~ specifically, Prop. Code Sec. 209.005(I) enacted by the 82nd Texas Legislature as House Bill 2761, effective January 1, 2012, which requires a property owners' association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested pursuant to Prop. Code Sec. 209.005. In event of conflict between this Policy and applicable State law, State law controls. In event of conflict between a provision of this Policy and a provision of any Governing Document of the Association, this Policy controls.
- Authority. If an Open Records request is made to the Association, the Association may charge the requestor all reasonable costs of materials, labor, and overhead for compiling, producing, and reproducing the requested information, subject to the limitations of this Policy.
- 3. <u>Prescribed Charges</u>. The rates which the Association may charge an owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code (Title 1, Part 3, Chapter 70). The charges shown on <u>Exhibit 1</u> hereto are <u>some</u> of the T.A.C. rates in effect on the date this Policy is adopted and will be deemed to change automatically with changes in the State's maximum permitted rates for Public Information requests.
- 4. <u>Savings Clause</u>. Notwithstanding anything to the contrary in any writing or communication made by the Association, the Association will not in any event be entitled to receive or collect Open Records charges from an owner in amounts greater than the maximum amounts permitted by applicable law. If from any circumstances whatsoever the Association charges or receives an amount in excess of the maximum charges permitted by law, the excess amount will be reimbursed to the owner.
- 5. <u>Waiver</u>. The Association may reduce or waive some or all of the charges addressed by this Policy on a request-by-request basis, without waiving the right to charge such fees on future requests.
- 6. Payment. The Association may require advance payment of the estimated charges addressed by this Policy. Within 30 business days after delivering the requested information, the Association will provide the owner with an invoice of the actual costs. If the actual costs are less than the prepaid estimated charges, the Association will refund the difference to the owner within 30 business days after sending the invoice. If the actual costs are greater than the prepaid estimated charges, the difference is due and payable to the Association by the owner within 30 business days after the invoice is sent to the owner, after which time the Association may add the unpaid amount to the owner's assessment account.
- 7. <u>Amendment</u>. This Policy may be amended and restated from time to time by the Association, acting through its board of directors, such as may be needed to comply with the changing requirements of State law, to conform to emerging practices and technologies, or to reflect court decisions interpreting State law or policies such as this. As long as State law requires this Policy to be publicly recorded, all amendments and restatements must also be publicly recorded.

[Examples of Prescribed Costs to Owner on next page.]

Exhibit 1 to HOA Open Records Production & Copying Policy of Chisholm Ranch Estates Homeowners Association, Inc.

EXAMPLES OF PRESCRIBED COSTS TO OWNER

The rates which the Association may charge an owner are the same as the maximum permitted rates published in Section 70.3 of the Texas Administrative Code (Title 1, Part 3, Chapter 70). The following are <u>some</u> of the T.A.C. rates in effect on the date this Policy is adopted, and are published here as a courtesy to the Association. For any task or methodology that is not listed below, consult the T.A.C. for the applicable rate. The absence below of a type of charge may not be construed as the absence of a statutory limit on the type of charge. The amounts published below will be deemed to change automatically with changes in the State's maximum permitted rates for Public Information requests.

Copy Charges:

Electronic image transmitted by email - no copy charge
Electronic image downloaded to USB drive - actual cost of drive
Standard paper copy or scan (letter or legal size) - \$0.10 per page (double sided is 2 pages)
Oversize paper copy or scan (such as 11x17) - \$0.50 per page
Diskette or CD - \$1.00
DVD - \$3.00

Labor Charge:

No labor charge if the request is for 50 or fewer pages of information, unless the records must be retrieved from a storage facility that is remote from the processor's office.

\$15.00 per hour, in 1/4 hour increments, for actual time to locate, compile, manipulate data, reproduce information, and (if necessary) redact confidential information, for requests of more than 50 pages and for records in remote storage.

No labor charge for time spent to review the requested information to determine if the information qualifies for an exemption from Open Records.

Overhead Charge:

No overhead charge if the request is for 50 or fewer pages of information. Otherwise, the overhead charge is 20 percent of the labor charge.

Remote Document Retrieval Charge:

If the requested information is stored with a commercial records storage company that charges a fee to deliver and return stored records, the Association may seek reimbursement of the third-party fee from the owner if the request otherwise qualifies for a labor charge.

Other Charges:

Actual postage and shipping charges if necessary to transmit the reproduced information to the owner.

Actual cost of miscellaneous supplies, such as boxes, if used to produce the requested information.

If the Association accepts payment by credit card, the Association may recoup the amount of any actual transaction fee charged by the credit card company for the privilege.

No sales tax.

(End of Attachment E)

**** Electronically Filed Document ****

Rockwall County Shelli Miller County Clerk

Document Number: 2013-481286

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Recorded On:

January 16, 2013

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Indirect-PUBLIC

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291601

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****** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT. ********



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

Shelli Miller

Rockwall County Clerk