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L. H. Chambers
Lee Haidusek Chambers, County Clerk
Liberty County, TX Fee: \$ 40.00
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LIBERTY LAKES PROPERTY MEMBERS' ASSOCIATION, INC.'S
RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Liberty Lakes Property Owners' Association, Inc. constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code ("TPC"); and

WHEREAS, pursuant to TPC Section 209.005(i) the Association hereby adopts a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested by a Member of the Association (hereinafter referred to as a "Member") in accordance with the terms of TPC Section 209.005.

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy") as set forth below.

TO THE EXTENT THAT ANY PROVISION OF THIS POLICY IS IN CONFLICT WITH THE TPC OR ANY OTHER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, GOVERNING TEXAS STATUTES, REGULATIONS, AND/OR COMMON LAW (REPORTED DECISIONS), SUCH CONFLICTING PROVISION SHALL BE SUPERSEDED BY THE APPLICABLE LAW.

THIS POLICY SUPERSEDES ANY CONFLICTING POLICIES, RULES, AND REGULATIONS ADOPTED BY THE ASSOCIATION.

The adoption of this Policy for the purposes stated herein is in compliance with TPC Section 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Policy shall become effective as of the date it is filed in the Official Public Records of Liberty County, Texas.

This Policy may be revoked or amended from time to time by the Board. This Policy will remain effective until the Association records an amendment to this Policy in the public records of Liberty County, Texas.

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1. Books and Records Subject to Production.

Subject to the terms of this Policy and TPC Section 209.005(d) (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a Member of the Association or a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "**Requesting Party**"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a Requesting Party or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records of payment or nonpayment of amounts due to the Association, a Member's contact information, other than his or her address, or information related to an employee of the Association, including personnel files.

2. Procedures for Requesting Inspection and/or Copying of Association's Records.

A. Request for Information:

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either (i) to inspect the books and records before obtaining copies; or (ii) to have the Association forward copies of the requested books and records to the Requesting Party without any advance inspection.

B. Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books

and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within ten (10) business days from its receipt of the request for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting Party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any or the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

C. Copying of the Association's Books and Records

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide written notice to the Requesting Party of its inability to produce the requested books and records within ten (10) business days and will state a date by which such copies of such requested books and records will be produced to the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges.

A Member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such Member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update, or increase of such terms) (the "Production and Copying Charges"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

A. Copy Charges:

i. *Standard paper copy.* Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or computer printer. The charge for standard paper copies is \$.10 per page or part of a page. Each side that has recorded information is considered a separate charge.

ii. *Nonstandard copy.* Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied (excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The 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. CD: \$1.00
- f. DVD: \$3.00
- g. JAZ drive: actual cost
- h. other electronic media: actual cost
- i. VHS video cassette: \$2.50
- j. audio cassette: \$1.00
- k. oversize paper copy: \$.50
- l. specialty paper: actual cost

B. Labor Charges:

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data, and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is \$15.00 an hour.

C. Overhead Charge:

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Member for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge is computed at twenty percent (20%) of the labor charge made to cover any labor costs associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be \$3.00 (\$15.00 for one hour of labor multiplied by 20% or .20).

D. Miscellaneous Supplies:

The Association shall also charge a Requesting Member for the actual cost of miscellaneous supplies, such as labels, boxes, and other supplies, used to produce the requested information to the Requesting Party.

E. Postal and Shipping Charges:

The Association shall also charge a Requesting Member for any related postal or shipping expenses that are necessary to transmit the reproduced information to the Requesting Party.

4. Advance Payment of Production and Copying Charges.

The Association requires advance payment by the Requesting Member of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date that copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoices, the Requesting Member shall be entitled to a refund of the excess amount and the Association will send payment of such excess amount to the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

5. Other Provisions:

The Board hereby authorizes and empowers its management to do all such things and perform all such acts as are reasonably necessary to implement and effectuate the purposes of this Policy without further action by the Board.

The terms and conditions of this Policy, as may be amended from time to time by the Board, shall bind all Members including their heirs, successors, transferees, or assigns, and all Property as defined in the Association's governing documents, and the Property shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Policy, as amended.

If a provision of this Policy, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Policy or the application of those provisions to other persons or circumstances shall not be affected thereby.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Lisa Gloyna, as the duly elected, qualified, and acting Secretary of Liberty Lakes Property Members' Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Records Production and Copying Policy was duly adopted at a meeting of the Membership held on November 20, 2019 and continued on December 14, 2019, and shall take effect upon its recording in the Official Public Records of Liberty County, Texas.

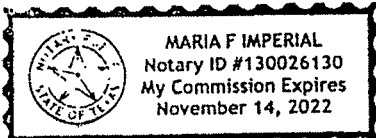
LIBERTY LAKES PROPERTY MEMBERS' ASSOCIATION, INC.
a Texas nonprofit corporation

By: *Lisa Gloyna*
Lisa Gloyna, Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16 day of December, 2019, by Lisa Gloyna, Secretary of Liberty Lakes Property Members' Association, Inc., a Texas nonprofit corporation.

Maria Imperial
Notary Public Signature



AFTER RECORDING PLEASE RETURN TO:

Liberty Lakes Property Owners' Association, Inc.
c/o Lisa Gloyna, Secretary
P.O. Box 573036
Houston, Texas 77257