

17/90

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
EAGLE'S NEST HOMEOWNER'S ROAD MAINTENANCE ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF SAN AUGUSTINE

This Notice of Filing of Dedicatory Instruments for Eagle's Nest Homeowner's Road Maintenance Association Inc., ("Notice") is made by and on behalf of Eagle's Nest Homeowner's Road Maintenance Association Inc. (the "Association").

RECITALS:

WHEREAS, the Association is a property owners association as defined in Section 202.001(2) of the Texas Property Code; and

WHEREAS, The Association is governed by a dedicatory instrument, which covers the property described therein entitled Declaration of Covenants, Conditions and Restrictions for Eagle's Nest Homeowner's Road Maintenance Association Inc., filed or to be filed in the Real Property Records of San Augustine County, Texas (the "Declaration"), as Eagle's Nest Homeowner's Road Maintenance Association Inc., such may be amended, supplemented and/or corrected from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code requires a property owners association to file the dedicatory instrument in the Real Property Records of each county in which the property to which the dedicatory instrument relates is located; and

WHEREAS, the Association desires to file a Notice by adding the instruments attached hereto herein adopted by the Association.


NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

- 1. Exhibit A- Records Production, Copying and Retention Policy**
- 2. Exhibit B- E-mail Registration Policy**
- 3. Exhibit C- Alternative Payment Schedule Guidelines for Certain Assessments**

IN WITNESS WHEREOF, the undersigned agent of Eagle's Nest Homeowner's Road Maintenance Association Inc., certifies that, to the best of his/her knowledge, as of the effective date of this Notice of Filing of Dedicatory Instrument that the foregoing instruments are a true and correct copy of the current instruments of the Association.

[Signature follows on next page]

By: _____

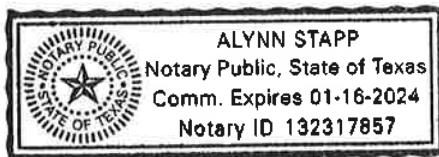

Ronald J. Corcoran, President,
Essex Association Management L.P., Its
Managing Agent.

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Ronald J. Corcoran, President, Essex Association Management L.P., on behalf of Eagle's Nest Homeowner's Road Maintenance Association Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF August, 2022.





Notary Public in and for the State of Texas

Exhibit-A

Records Production, Copying and Retention Policy

008974898

BK

251

152

Dedicatory Instrument

EAGLE'S NEST HOMEOWNER'S ROAD MAINTENANCE ASSOCIATION, INC.

Records Production, Copying and Retention Policy

WHEREAS, the Board of Directors (the "Board") of the Eagle's Nest Homeowner's Road Maintenance Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Production and Copying Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.005 of the Texas Property Code ("Section 209.005") regarding Owner access to Association documents and records ("Records"); and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for Records Production and Copying are established by the Board:

1. Association Records shall be reasonably available to every owner. The Association shall make available the current version of the Associations' Documents filed in the county deed records available on an Internet website maintained by the Association or managing agent on behalf of the Association, and available to Members. An owner may also provide access to Records to any other person (such as an attorney, CPA, or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - i. format: electronic files, compact disk, or paper copies
 - ii. delivery method: email, certified mail, or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information

Dedictory Instrument

to specify the Records desired, the format, the delivery method, and the delivery address; or

- e. a written notice that the requested 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 records is made and stating the cost thereof.

- 4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. 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.

- 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
- 6. If an owner or their proxy inspecting Records requests copies of certain 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.
- 7. The 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: (Please go to the Attorney General web-site for current charges) <https://texasattorneygeneral.gov/og/charges-for-public-information>
- 8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
- 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

Dedictory Instrument

10. 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 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code, and supersedes any policy regarding records production which may have previously been in effect.

Record Retention Schedule

The Record Retention Schedule is organized as follows:

SECTION TOPIC

- A. Accounting and Finance
- B. Contracts
- C. Corporate Records
- D. Electronic Documents
- E. Payroll Documents
- F. Personnel Records
- G. Property Records
- H. Tax Records

The following are the Association's retention periods. These apply to both physical and electronic documents. If no physical copy of an electronic document is retained, the means to 'read' the electronic document must also be retained. If a record does not fall within the following categories, Board approval must be obtained to dispose of such record.

A. ACCOUNTING AND FINANCE

Record Type	Length of time to be kept on record
Accounts Payable & Accounts Receivable ledgers and schedules	7 years
Annual Audit Reports and Financial Statements	7 years

Dedictory Instrument

Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
Bank Statements and Canceled Checks Employee Expense Reports	7 years
General Ledger	7 years
Notes Receivable ledgers and schedules Investment Records	Permanent

B. CONTRACTS

Record Type	Length of time to be kept on record
Contracts and related correspondence (including any proposal that resulted in the contact and all other supportive documentation)	4 years after the expiration or termination of the contract

C. ASSOCIATION RECORDS

Record Type	Length of time to be kept on record
Corporate records (unless otherwise specifically addressed in this policy), governing documents, dedicatory instruments, minute books, signed minutes of meeting of the Board or Committees, corporate seals, annual/corporate reports, licenses and permits	Permanent
Account records of Owners	5 years

D. ELECTRONIC DOCUMENTS

Record Type	Length of time to be kept on record
Electronic Mail: Not all e-mail needs to be retained and is considered Association property or shall be subject to review, dependent upon the subject matter and/or ownership of the e-mail or system from which the communication originated <ul style="list-style-type: none">• Board and/or staff shall stive to keep all insignificant e-mails to a minimum. Significant e-mails are those related to business and Association related issues. E-mails that contain personal information on a Manager or communication between a Manager	12 months maximum

Dedictory Instrument

and his or her Supervisor regarding Management related topics shall not be required to be produced.

- The Corporation's business-related emails should be downloaded to a service center or user directory on the server, as determined by the Board.
- Should not store or transfer the Corporation's related e-mails onto non-work-related computers except as necessary or appropriate for the Corporation's purposes.
- Do not send confidential/proprietary information to outside sources including any communication considered confidential/proprietary by the Managing Agent without prior written consent.

Electronic Documents: Retention depends on the subject matter and follows D above

E. ASSOCIATION PAYROLL DOCUMENTS

Record Type	Length of time to be kept on record
Employee Deduction Authorizations	4 years after employees' termination
Payroll Deductions and Payroll Registers	7 years after termination
W-2 and W-4 forms	7 years after termination
Garnishments, Assignments, Attachments	7 years after termination
Timecards/sheets	2 years
Unclaimed wage records	6 years

Dedictory Instrument

F. PERSONNEL RECORDS

Record Type	Length of time to be kept on record
Commissions/Bonuses/Incentives/Awards	7 years
EEO – I/EEO-2 Employer Information Reports	7 years from separation
Employee earnings records	1 copy kept permanently
Employee handbooks, personnel records of all types	6 years from separation
Job descriptions	3 years
Employee contracts or agreements	7 years from separation
Employment records – all non-hired applicants	2 years or 4 years if an offer of employment was made
Employee records – correspondence with employment agencies and/or advertisements for job openings	3 years from separation or from date of posting
Personnel count records	3 years
Forms I-9	3 years after date of hire or 1 year after separation of employment

G. PROPERTY RECORDS

Record Type	Length of time to be kept on record
Correspondence, property deeds, assessments, licenses, rights-of-way, property insurance policies	Permanent

F. TAX RECORDS

Record Type	Length of time to be kept on record
Tax exemption documents and related correspondence	Permanent

Dedictory Instrument

IRS rulings	Permanent
Tax bills, receipts, statements	7 years
Tax returns, income, franchise, and property	Permanent
Tax workpaper packages – originals	7 years
Annual information returns – Federal and State	Permanent
IRS or other government audit records	Permanent
All other tax records	7 years

Eagle's Nest Homeowner's Road Maintenance
Association, Inc., a Texas non-profit corporation

Name: _____

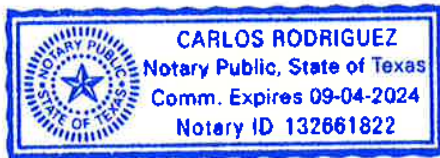
Title: Marcus Kujawa, President

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 24th day of August
2022, by Marcus Kujawa, President of the Eagle's Nest Homeowner's Road Maintenance
Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, TX 75006

Records Production, Copying and Retention Policy

00894898

BK

284

187

Exhibit-B
E-mail Registration Policy

00B94298

BK

XG1

1B2

DEDICATORY INSTRUMENT

EAGLE'S NEST HOMEOWNER'S ROAD MAINTENANCE ASSOCIATION, INC.

E-Mail Registration Policy

WHEREAS, as of this 12th day of August 2022, the Board of Directors (the "Board") of Eagle's Nest Homeowner's Road Maintenance Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an E-mail Registration Policy for the Association; and

WHEREAS, the Board intends to file these guidelines as a stand-alone dedicatory instrument in the real property records of each county in which the subdivision is located, in compliance with Section 209.005 of the Texas Property Code; and

WHEREAS, this policy may be amended at any time and from time to time by the Declarant during the Declarant Control Period and thereafter by the Board of Directors by Resolution, as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association. Any amendment or revision shall be made available to each homeowner and a copy placed on the Association's website if applicable; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines for E-mail Registration Policy are established by the Board:

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Road Maintenance and Covenants, Conditions and Restrictions for Eagle's Nest Recorded in the Official Public Records of San Augustine County, Texas, as the same may be amended from time to time by Resolution of the Board.

1. **Purpose.** The purpose of this Email Registration. Policy is to facilitate proper notice of Board, Annual, Special, and other meetings of the Board and/or Members pursuant to Section 209.0051(e) of the Texas Property Code. Additionally, e-mail blasts and communications shall be used for the purpose of announcing community events and other community related information and activities of the Association
2. **Email Registration.** Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. Amendment. The Association may, from time to time, by Resolution of the Board, and as a stand-alone policy without the need to amend the Bylaws, modify, amend, or supplement this Policy or any other rules regarding email registration.

Eagle's Nest Homeowner's Road Maintenance Association,
Inc., a Texas non-profit corporation

By: _____

Marcus Kujawa, President

Date: August 12, 2022

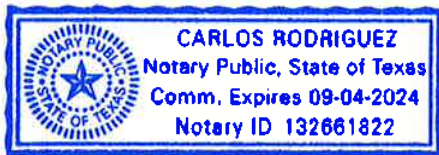
STATE OF TEXAS

COUNTY OF

Dallas

§
§
§

This instrument was acknowledged before me on the 24th day of August 2022, by Marcus Kujawa, President of the Eagle's Nest Homeowner's Road Maintenance Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Essex Association Management, LP
1512 Crescent Dr., Suite 112
Carrollton, TX 75006

Exhibit-C

Alternative Payment Schedule Guidelines for Certain Assessments

00894898

Bk

481

183

Dedicatory Instrument

Eagle's Nest Homeowner's Road Maintenance Association, Inc.

Alternative Payment Schedule Guidelines for Certain Assessments

WHEREAS, the Board of Directors (the "Board") of Eagle's Nest Homeowner's Road Maintenance Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

WHEREAS, the Board intends to file these guidelines in the real property records of each county in which the subdivision is located, in compliance with Section 209.0062 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following guidelines are established by the Board:

1. Upon the request of a delinquent owner, the Association shall enter an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the Association.
 - b. An Alternative Payment Schedule will not be made available in the following cases: (1) to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two years following the owner's default of such previous Alternative Payment Schedule; (2) to owners who have failed to request an Alternative Payment Schedule prior to the 45-day deadline to cure the delinquency as set forth in the Association's letter sent pursuant to Tex. Prop. Code § 209.0064(b); and/or (3) to owners who have entered an Alternative Payment Schedule within the previous 12 months. Notwithstanding the foregoing, the Board has discretion to allow any owner to enter an Alternative Payment Schedule.
 - c. During an Alternative Payment Schedule, additional monetary penalties shall not be charged against an owner so long as the owner timely performs all obligations under the Alternative Payment Schedule and does not default. However, the Association may charge reasonable costs for administering the Alternative Payment Schedule ("Administrative Costs") and, if interest is allowed under the Declaration, then interest will continue to accrue during the term of the Alternative Payment Schedule. The Association may provide an

Alternative Payments Schedule Policy

estimate of the amount of interest that will accrue during the term of the Alternative Payment Schedule.

- d. The total of all proposed payments in an Alternative Payment Schedule must equal the sum of the current delinquent balance, the estimated interest, and any Administrative Costs; and may include any assessments that will accrue during the term of the Payment Plan.
- e. All payments under an Alternative Payment Schedule shall be due and tendered to the Association by the dates specified in the Alternative Payment Schedule and shall be made by cashier's checks or money orders.
- f. The minimum term for an Alternative Payment Schedule is 3 months from the date of the owner's request for an Alternative Payment Schedule. The Association is not required to allow an Alternative Payment Schedule for any amount that extends more than 18 months from the date of the owner's request for an Alternative Payment Plan.
- g. Any owner may submit to the Board a request for an Alternative Payment Schedule that does not meet the foregoing guidelines, along with any other information he/she believes the Board should consider along with such request (e.g. evidence of financial hardship). The Board, in its sole discretion, may approve or disapprove such a request for a non-conforming Alternative Payment Schedule. An owner who is not eligible for an Alternative Payment Schedule may still request an Alternative Payment Schedule, and the Board, in its sole discretion, may accept or reject such a request.
- h. Default

1. The following shall result in an immediate default of an Alternative Payment Schedule:

- i. The owner's failure to timely tender and deliver any payment when due under the Alternative Payment Schedule;
- ii. The owner's failure to tender any payment in the full amount and form (e.g., cashier's check or money order) as specified in the Alternative Payment Schedule; or
- iii. The owner's failure to timely comply with any other requirement or obligation set forth in the Alternative Payment Plan.

2. Any owner who defaults under an Alternative Payment Schedule shall remain in default until his/her entire account balance is brought current.

3. The Association is not required to provide notice of any default.

4. Owners are not entitled to any opportunity to cure a default.

Alternative Payments Schedule Policy

00894892

BK

157

157

5. While an owner is in default under an Alternative Payment Schedule, the owner's payments need not be applied to the owner's debt in the order of priority set forth in Tex. Prop. Code § 209.0063(a). But, in applying a payment made while the owner is in default, a fine assessed by the Association may not be given priority over any other amount owed to the Association.
 6. The failure by the Association to exercise any rights or options shall not constitute a waiver thereof or the waiver of the right to exercise such right or option in the future.
- i. All other terms of an Alternative Payment Schedule are at the discretion of the Board of Directors.

This is to certify that the foregoing Alternative Payment Schedule Guidelines for Certain Assessments was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Eagle's Nest Homeowner's Road Maintenance Association, Inc., a Texas non-profit corporation

Name: _____

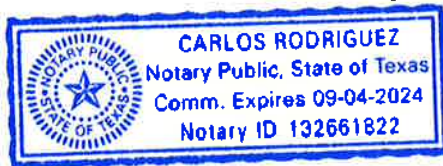
Title: Marcus Kujawa, President

STATE OF TEXAS

COUNTY OF Dallas

§
§
§

This instrument was acknowledged before me on the 24th day of August, 2022, by Marcus Kujawa, President of the Eagle's Nest Homeowner's Road Maintenance Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Notary Public, State of Texas

FILED AND RECORDED
REAL PROPERTY RECORDS
On: Aug 26, 2022 at 11:25A

Document Number: 00074898
Amount: 90.00

HONORABLE Margo Noble
COUNTY CLERK

By
Heather Hopkins, Deputy
San Augustine County

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.

AFTER RECORDING RETURN TO:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, TX 75006

Alternative Payments Schedule Policy

00B94898

BK

X97

158