

**NOTICE OF FILING OF DEDICATORY INSTRUMENT FOR
THE ESTATES OF LAKESHORE HOMEOWNER'S ASSOCIATION, INC.**

STATE OF TEXAS

COUNTY OF COLLIN

This Notice of Filing of Dedicatory Instruments for The Estates of Lakeshore Homeowner's Association, Inc., ("Notice") is made by and on behalf of The Estates of Lakeshore Homeowner's 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 The Estates of Lakeshore, filed or to be filed in the Real Property Records of Collin County, Texas (the "Declaration"), as 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.

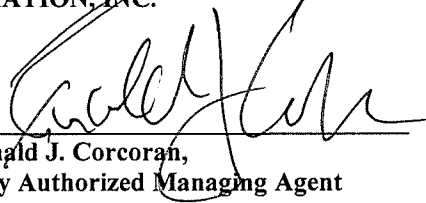
NOW THEREFORE, the Association files true and correct copies of the following instruments of the Association which are attached hereto:

1. RECORDS PRODUCTION, COPYING, & RETENTION POLICIES
2. COLLECTION POLICY
3. PAYMENT PLAN POLICY

IN WITNESS WHEREOF, the undersigned agent of The Estates of Lakeshore Homeowner's 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]

THE ESTATES OF LAKESHORE HOMEOWNER'S
ASSOCIATION, INC.

By: 
Ronald J. Corcoran,
Duly Authorized Managing Agent

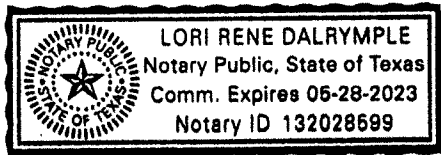
Date: August 28, 2019

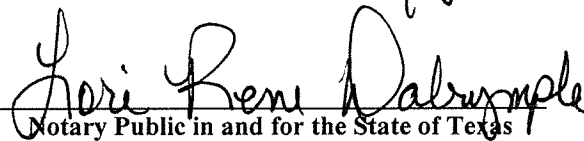
STATE OF TEXAS

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, a duly authorized managing agent for The Estates of Lakeshore Homeowner's 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 29th DAY OF August, 2019.




Notary Public in and for the State of Texas

After Recording Return To:
Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

ESTATES OF LAKESHORE HOMEOWNERS ASSOCIATION, INC.

Records Retention, Production and Copying Policy

WHEREAS, on this 17th day of December, 2008 the Board of Directors (the "Board") of Estates of Lakeshore Homeowners Association, Inc. (the "Association") wishes to adopt reasonable guidelines to establish Records Retention, Production and Copying Policy for the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with 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. 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 actually 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 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>
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.
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.

- i1. 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 POLICY

ESTATES OF LAKESHORE HOMEOWNER'S ASSOCIATION, INC.

The Record Retention Policy of Estates of Lakeshore ensures that necessary records and documents are adequately protected and maintained and that records that are no longer needed or are of no value are discarded at the proper time.

1. Policy. This Policy represents the Association's policy regarding the retention and disposal of records and the retention and disposal of electronic documents.

2. Administration. The Record Retention Schedule herein is approved as the initial maintenance, retention and disposal schedule for physical records of the Association and the retention and disposal of electronic documents. The Board or Secretary of the Association ("Administrator") is the officer in charge of the administration of this Policy and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The Administrator is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the Corporation; monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

3. Suspension of Record Disposal In Event of Litigation or Claims. In the event the Association is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, such employee shall inform the Administrator and any further disposal of documents shall be suspended until such time as the Administrator, with the advice of counsel, determines otherwise. The Administrator will take such steps as is necessary to promptly inform all staff of any suspension in the further disposal of documents.

4. Applicability. This Policy applies to all physical records generated in the course of the Association's operation, including both original documents and reproductions. It also applies to the electronic documents described above.

(Record Retention Schedule begins on next page)

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

Retention Period

Accounts Payable & Accounts Receivable ledgers and schedules

7 years

Annual Audit Reports and Financial Statements

Permanent

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

7 years

Employee Expense Reports

7 years

General Ledgers

Permanent

Notes Receivable ledgers and schedules

7 years

Investment Records

7 years after sale of investment

B. CONTRACTS

<u>Record Type</u>	<u>Retention Period</u>
Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation)	4 years after expiration or termination

C. ASSOCIATION RECORDS

<u>Record Type</u>	<u>Retention Period</u>
Corporate Records (unless otherwise specifically addressed in this Policy - Governing Documents, Dedicatory Instruments, minute books, signed minutes of the Board and all committees, corporate seals, annual corporate reports)	Permanent
Licenses and Permits	Permanent
Account records of current owners	5 years

D. ELECTRONIC DOCUMENTS

I. Electronic Mail: Not all email needs to be retained, depending on the subject matter.

- All e-mail—from internal or external sources—is to be deleted after 12 months.
- Staff will strive to keep all but an insignificant minority of their e-mail related to business issues.
- The Corporation will archive e-mail for six months after the staff has deleted it, after which time the e-mail will be permanently deleted.
- The Corporation's business-related email should be downloaded to a service center or user directory on the server, when determined by the Board.
- Staff will not store or transfer the Corporation's related e-mail on non-work-related computers except as necessary or appropriate for the Corporation's purposes.
- Staff will take care not to send confidential/proprietary information to outside sources.

2. Electronic Documents: Retention depends on the subject matter and follows D.1 above

3. Web Page Files; Internet Cookies

- All workstations: Internet Explorer should be scheduled to delete Internet cookies once per month.

E. PAYROLL DOCUMENTS

<u>Record Tyne</u>	<u>Retention Period</u>
Employee Deduction Authorizations	4 years after termination
Payroll Deductions	Termination + 7 years
W-2 and W-4 Forms	Termination + 7 years
Garnishments, Assignments, Attachments	Termination + 7 years
Payroll Registers (gross and net)	7 years
Time Cards/Sheets	2 years
Unclaimed Wage Records	6 years

F. PERSONNEL RECORDS

<u>Retention Period</u>	
7 years	Commissions/Bonuses/Incentives/Awards EEO- 1/EEO-2 - Employer Information Reports
2 years after superseded or filing (whichever is longer)	Employee Earnings Records
Separation + 7 years	Employee Handbooks
1 copy kept permanently	Employee Personnel Records (including individual attendance records, application forms, job or status change records, performance evaluations, termination papers, withholding information, garnishments, test results, training and qualification records)
6 years after separation	
7 years after separation	Employment Contracts— Individual
7 years after separation	Employment Records - Correspondence with Employment Agencies and Advertisements for Job Openings
3 years from date of hiring decision	
2-4 years (4 years if file contains any correspondence which might be construed as an offer)	Employment Records - All Non-Hired Applicants (including all applications and resumes - whether solicited or unsolicited, results of post-offer, pre-employment physicals, results of background investigations, if any, related correspondence)
	Job Descriptions
3 years after superseded	Record Retention Policy

<u>Record Type</u>	<u>Retention Period</u>
Personnel Count Records	3 years
Forms 1-9	3 years after hiring, or 1 year after separation if later

G. PROPERTY RECORDS

<u>Record Type</u>	<u>Retention Period</u>
Correspondence, Property Deeds, Assessments, Licenses, Rights of Way	Permanent
Property Insurance Policies	Permanent

H. TAX RECORDS

<u>Record Type</u>	<u>Retention Period</u>
Tax-Exemption Documents and Related Correspondence	Permanent
IRS Rulings	Permanent
Tax Bills, Receipts, Statements	7 years
Tax Returns - Income, Franchise, 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

**ASSESSMENT COLLECTION POLICY FOR
ESTATES OF LAKESHORE HOMEOWNERS ASSOCIATION, INC.**

Per the powers and authority vested in the Board of Directors under Section 3.16 of the Declaration recorded in Collin County on the 18th day of December, 2008, the following shall apply for collection of delinquent accounts.

1. Annual Assessment are due January 1st of each year. An Assessment will be considered delinquent if payment is not received by January 31st of each calendar year and shall thereafter be subject to late and collection fees as well as other fees and costs associated with collections on a delinquent account.
2. The managing agent may assess a \$15.00 Collection fee for each month assessment is not paid. Late notices are mailed each month assessment is not paid. Collection fee is paid to Association Management company.
3. \$25.00 late fee shall be assessed each month assessment is not paid. Late fee is paid to Homeowners Association.
4. In-house collection efforts may vary and in the event collection efforts by the Association or Managing Agent fails to bring results the Management Company shall send a 30-day demand letter (fees by the Agent shall apply) after which if the Owner does not pay, the account shall be referred to the Attorney for collections. Legal fees and other costs of collection shall be charged to the owners account.
5. Notice of lien will be sent by the Association Attorney as part of the initial collection process. The attorney will provide recommended next steps or the Board will notify the managing agent and/or the attorney as to what collection steps are to be taken. Such steps can escalate up to and include foreclosure.

All Payments received will be applied in the following order:

1. Assessments/Homeowners Association Dues
2. Special Assessments
3. Attorney Fees
4. Late Fees
5. Collection Fees
6. Fines or any other maintenance fee that may have been applied to an owners account.

All cost incurred by the association in pursuing collection of delinquent account will be billed back to the owners account in accordance to the governing documents for Homeowners Association.

PAYMENT PLAN AND PRIORITY OF PAYMENTS POLICIES FOR ESTATES OF LAKESHORE HOMEOWNERS ASSOCIATION, INC.

Purpose: The purpose of this policy is to provide a uniform and consistent way to manage homeowner's requests for payment plans to address their delinquent assessments and fees

It is the intention of the Board of Directors to work with homeowners to satisfy their obligation to the Association. Therefore, in an effort to assist those homeowners in the payment of their obligations to the Association, the Board of Directors has established the following policy.

Payment Plans:

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum of three (3) months duration.
- 2) Terms for repayment of delinquent amounts shall not exceed twelve (12) months.
- 3) Assessments that become due and are added to the homeowner's account during the term of the payment plan must be paid when due in addition to repayment of delinquent amounts or must be addressed in the payment plan. Failure by Owner to pay current assessments when due constitutes a default of the payment plan.
- 4) The Association and/or its Managing Agent will charge a fee to negotiate, establish and initiate a payment plan for the owners' delinquent balance and charge a monthly fee to administer the plan for the duration of the payment plan.
- 5) The plan must include the total debt owed to the Association, including late fees, interest, fines and other collection costs. Although late and collection fees will be suspended on any portion of the delinquent balance included in the payment plan, if the Owner defaults, all charges and fees will immediately be added to the Owner's account and shall be due and payable by the Owner.
- 6) There shall be no waiver of any charges on the homeowner's account unless the owner submits a request for consideration of a full or partial waiver in accordance with the Association's recorded Waiver Policy.
- 7) To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan.
- 8) No Interest on the unpaid balance included in the payment plan will be charged during the payment plan as long as payments are made as agreed.
- 9) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 10) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds through the attorney.
- 11) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board of Directors in the individual payment plan request and the initial payment must be received on or before the deadline established by the Association's attorney and paid through the Association's attorney.

Settlements:

The Board of Directors will consider offers to settle an account. Settlements must be paid in certified funds and are subject to the deadlines established by the Board.

Default:

The Board of Directors shall herein establish criteria for determining what constitutes "default" on payment plans.

"Default" may include one or all of the following:

- 1) Failure of homeowner to make a payment by the proposed date in accordance with the approved payment plan.
- 2) Failure of homeowner to make the full amount of a payment as stated in the approved payment plan.
- 3) Failure of homeowner to make a timely payment of any additional assessments that come due during the term of the payment plan.

Should the homeowner default on a payment plan:

- 1) The Board of Directors, at their sole discretion, can declare the outstanding balance due and payable immediately in certified funds and shall have all late and collection fees suspended during the payment plan added to the Owner's account.
- 2) The Board of Directors reserves the right to proceed with appropriate collection measures in accordance with the Association's Collection Policy in order to secure payment of amounts due to the Association.

Priority of Payments:

Except as otherwise provided for and authorized by law, any payment received by the Association from the homeowner shall be applied to the homeowner's debt in the following order of priority unless the Owner defaults:

- 1) Delinquent assessments
- 2) Current assessments
- 3) Attorneys' fees and collection costs associated solely with delinquent assessments, and any other charge that could provide the basis for foreclosure
- 4) Other attorneys' fees not associated with the collection of assessments
- 5) Fines
- 6) Other amounts owed the Association which are unsecured

Any payment received by the Association from a homeowner whose account reflects an unpaid balance and the homeowner is in default under a payment plan entered into with the Association, the payment shall be applied to the outstanding balance in the following order:

- 1) Cost of Collection including attorneys' fees
- 2) Special Individual Assessments, including Violation Fines (if applicable)
- 3) Late Charges
- 4) Accrued but Unpaid Interest
- 5) Other costs of Collection
- 6) Special Assessments
- 7) Annual Assessments
- 8) Any other amounts owed to the Association

This is to certify that the foregoing was adopted by the Board of Directors on
And shall remain in full force and effect until such date as it may be modified, rescinded or
revoked.

Estates of Lakeshore Homeowners Association, Inc.

Nicholas Digiuseppe, Member



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
08/30/2019 02:41:34 PM
\$78.00 TBARNETT
20190830001069570

A handwritten signature in cursive script, appearing to read "Stacey Kemp".