

**Resolutions & Policies**  
**Clayton Home Owners Association**

CLAYTON HOMEOWNERS ASSOCIATION  
PAYMENT PLAN POLICY

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the CLAYTON HOMEOWNERS ASSOCIATION ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. Unless alternative payment plan terms are approved by the Association, a Payment Plan duration will consist of:

Clayton Homeowners Association  
Payment Plan Policy

- a. Six (6) equal monthly payments for owners with an account balance of \$1000.00 or less; or
  - b. Twelve (12) equal monthly payments for owners with an account balance of \$1,000.01 or more.
6. Except if the owner is in default under a Payment Plan with the Association at the time the Association receives a payment from an owner, the payment will be applied to the owner's debt in the following order of priority:
- a. Any delinquent assessment;
  - b. Any current assessment;
  - c. Any attorney's fees or third party collection costs incurred by the Association solely with assessments or any other charge that could provide the basis for foreclosure;
  - d. Any attorney's fees incurred by the Association that are not subject to c. above;
  - e. Any fines assessed by the Association;
  - f. Any other amount owed to the Association.
7. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
8. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
9. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
10. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
- a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

Clayton Homeowners Association  
Payment Plan Policy

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

11. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
12. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
13. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of HARRIS County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15<sup>th</sup> day of December, 2011.

  
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ZENA EVANS-VENISON  
PRESIDENT  
CLAYTON HOMEOWNERS ASSOCIATION



Clayton Homeowners Association  
Payment Plan Policy

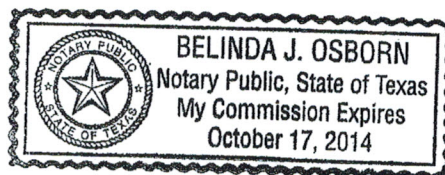
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared ZENA EVANS-VENISON, PRESIDENT OF THE BOARD OF DIRECTORS of CLAYTON HOMEOWNERS ASSOCIATION, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15<sup>th</sup> day of December, 2011.

*Belinda J. Osborn*  
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Notary Public, State of Texas



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

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

DEC 29 2011



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2011 DEC 29 AM 10:24

FILED

CLAYTON HOMEOWNERS ASSOCIATION  
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the CLAYTON HOMEOWNERS ASSOCIATION ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

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;
  - 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:

Clayton Homeowners Association  
Records Production and Copying Policy

- i. format: electronic files, compact disk or paper copies; and
  - 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;
  - b. deed restriction violation details for an individual owner;
  - c. personal information, including contact information other than an address for an individual owner;
  - d. attorney files and records in the possession of the attorney;



Clayton Homeowners Association  
Records Production and Copying Policy

- e. attorney-client privileged information in the possession of the Association; and
  - f. election ballots, except for persons who tabulate ballots under 209.00594 of the Texas Property Code.
5. 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.
6. 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.
7. 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.
8. 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:
- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing

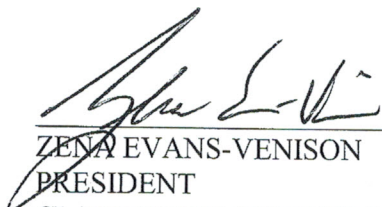


Clayton Homeowners Association  
Records Production and Copying Policy

- i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
9. 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.
10. 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.
11. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 8.
12. 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 Policy is effective upon recordation in the Public Records of HARRIS County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 16<sup>th</sup> day of November, 2011.

  
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ZENA EVANS-VENISON  
PRESIDENT  
CLAYTON HOMEOWNERS ASSOCIATION

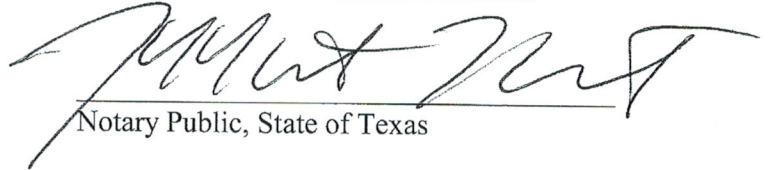
Clayton Homeowners Association  
Records Production and Copying Policy

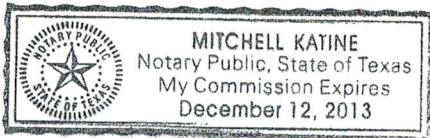
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared ZENA EVANS-  
VENISON, PRESIDENT OF THE BOARD OF DIRECTORS of CLAYTON HOMEOWNERS  
ASSOCIATION, a Texas corporation, known to me to be the person and officer whose name is  
subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same  
as the act of said corporation for the purpose and consideration therein expressed, and in the capacity  
therein stated.

Given under my hand and seal of office this 16 day of November, 2011.

  
Notary Public, State of Texas



CLAYTON HOMEOWNERS ASSOCIATION  
DOCUMENT RETENTION POLICY

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the CLAYTON HOMEOWNERS ASSOCIATION, ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format readily transferrable to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and

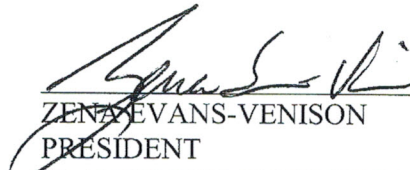


Clayton Homeowners Association  
Document Retention Policy

- e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
  - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
  - h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of HARRIS County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 16<sup>th</sup> day of November, 2011.

  
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ZENA EVANS-VENISON  
PRESIDENT  
CLAYTON HOMEOWNERS ASSOCIATION



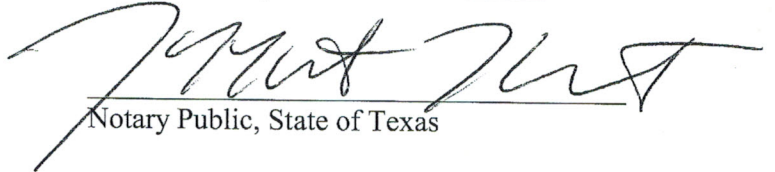
Clayton Homeowners Association  
Document Retention Policy

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared ZENA EVANS-  
VENISON, PRESIDENT OF THE BOARD OF DIRECTORS of CLAYTON HOMEOWNERS  
ASSOCIATION, a Texas corporation, known to me to be the person and officer whose name is  
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Given under my hand and seal of office this 16 day of November, 2011.

  
Notary Public, State of Texas

