

**Resolutions & Policies**  
**Wildwood Civic Association**

**WILDWOOD CIVIC ASSOCIATION**  
**RECORDS PRODUCTION AND RECORDS RETENTION POLICY**

This Records Production and Records Retention Policy was approved by the Board of Directors for Wildwood Civic Association on the 25th day of October, 2011 and is effective January 1, 2012.

**I. Copies of Association records will be available to all Owners upon proper request and at their own expense provided the request:**

- a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
- b. is from an Owner, or the Owner's agent, attorney or certified public accountant; and
- c. contains sufficient detail to identify the records being requested and state whether the Owner wishes to inspect the books and records prior to obtaining copies or have the Association forward copies of the requested books and records.

**II. Association response:**

- a. If the Owner makes a request to inspect the books and records, then the Association will respond within **10 business days** of the request, providing the dates and times the records will be made available and the location of the records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents after the Owner pays the Association the cost thereof. If the Association is unable to produce the information on or before the 10<sup>th</sup> business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a date by which the information will be made available for inspection that is not later than 15 business days after the request date.
- b. If the Owner makes a request for copies of specific records, to the extent those books and records are in the possession, custody and control of the Association, the Association will provide the records to the Owner within 10 business days of the Owner's request. If the Association is unable to produce the information on or before the 10<sup>th</sup> business day, then they will send the Owner written notice that they are unable to comply within 10 business days and state a

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Stan Starnett  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

date by which the information will be sent that is not later than 15 business days after the request date. Additionally, the Association will notify the Owner of the estimated cost the Owner must pay before the records will be sent. Upon paying the cost to provide the records, the Association shall send the records to the owner.

**III. The Association hereby adopts the following schedule of costs:**

<u>COPIES</u>	10 cents per page, for a regular 8.5" x 11" page 50 cents per page, for pages 11" x 17" or greater Actual cost, for specialty paper (color, photograph, map, etc.) \$1.00 for each CD or audio cassette \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour for actual time to locate, compile and reproduce the records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	Actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records

**IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's Books and Records:**

**WILDWOOD CIVIC ASSOCIATION'S  
RESPONSE TO REQUEST TO INSPECT ASSOCIATION RECORDS**

\_\_\_\_\_ (date)

Dear Homeowner:

On \_\_\_\_\_, the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect on regular business days, between the ours of 9 a.m. and 5 p.m., at the office of Property Masters, Inc., located at 11311 Richmond, Suite L-103, Houston, Texas 77082.

Please contact the Association's manager at 281 556-5111 to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you. A schedule of costs is included with this response.

*Very truly yours,*

*Wildwood Civic Association*

**V. The Association hereby adopts the following form of response to Owners who request copies of specific records:**

**WILDWOOD CIVIC ASSOCIATION'S  
RESPONSE TO REQUEST FOR ASSOCIATION RECORDS**

\_\_\_\_\_ (date)

*Dear Homeowner:*

*On \_\_\_\_\_, the Association received your request for copies of specific Association records. (We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 business days after the date of this response.)*

*In order to obtain the records, you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$ \_\_\_\_\_. Upon receiving payment, the Association will mail the requested documents to you. You may also make payment and pick up the documents in person at the office of Property Masters, Inc., located at 11311 Richmond, Suite L-103, Houston, Texas 77082.*

*Very truly yours,*

*Wildwood Civic Association*

- VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.
- VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information (other than an owner's address); additionally, no privileged attorney-client communications or attorney work product documents will be provided; and no employee information (including personnel file) will be released.

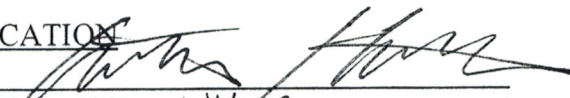
VIII. With regards to the inspection of ballots, only persons who tabulate ballots under 209.00594 (TPC) may be given access to the ballots cast in an election or vote.

The Association shall maintain its records as follows:

<u>Record</u>	<u>Retention Period</u>
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents	Permanent
Association tax returns and tax audits	Seven (7) years
Financial books and records	Seven (7) years
Account records of current owners	Five (5) years
Contracts with a term of more than one year	Four (4) years after contract expires
Minutes of member meetings and Board meetings	Seven (7) years

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be considered not maintained as a part of the Association books and records.

CERTIFICATION

  
 Name: Tony Lathrop  
 President of the Board of Directors of  
 Wildwood Civic Association

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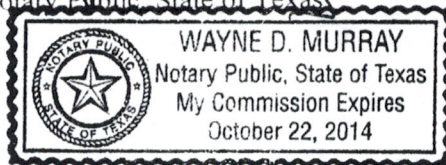
Dated this 6<sup>th</sup> day of December, 2011.

Before me, the undersigned authority, on this day personally appeared Tony Lathrop, President of Wildwood Civic Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that at least a majority of the Board of Directors approved this Records Production and Records Retention Policy and that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said Board of Directors for Wildwood Civic Association.

Given under my hand and seal of office, this the 6<sup>th</sup> day of December, 2011.

Wayne D. Murray  
 Notary Public, State of Texas

**KATHY ANN TERRY**  
**ATTORNEY AT LAW**  
 401 STUDEWOOD, SUITE 201  
 HOUSTON, TX 77007



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

MAR 14 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



**memo**

Please use a separate  
memo for each subject

Wildwood Civic Association  
to: Homeowners date: March 4, 1988  
Harley Bonds  
from: Property Supervisor subject: Wildwood Civic Association, Inc.

Dear Homeowner:

There has been some confusion about the Association responsibility for certain repairs to the community homes. The Board of Directors has adopted the policy as promulgated in the attached document.

If you have any questions concerning this policy, please present them at the Annual Homeowners Meeting on March 22, 1988.

Thank you.

- 1) ROOF REPAIRS: Article IX, Section 2 requires that the Association pay for roof repair. By definition, however, the word repair shall and has been limited to "the putting back in good condition, to fix or to remedy" a roof water penetration. Repair, however, shall always be limited to an isolated location or instance solely on a case by case basis. In the event that a roof has deteriorated to a condition, and in the sole discretion of the then Members of the Board of Directors, that a repair cannot effectively be made, no further action, responsibility or expense shall be required of the Association. The Association is not responsible for roof replacement. The word "repair" and the word "replacement" are two words distinct and exclusive of one another and for all purposes of the Association are to be treated as such.

It is the responsibility of the Association to assure a similarity of exterior condition and with regards to the roof, it is the opinion of the Board of Directors, that all roofs are currently and have always been similar.

- 2) GUTTERS: It shall be the duty, responsibility and obligation of each Owner at his cost and expense to erect, to care for, maintain and repair his gutters, downspouts, and splash blocks of his individual Home. Furthermore, the Association shall not be responsible or otherwise pay for roof leaks, erosion, or repair of any kind whatsoever caused directly or indirectly by the improper care, erection or maintenance of the individual Owner's gutters, downspouts, or splashblocks. Such determination shall be made in the sole discretion of the Board of Directors and shall be final.
- 3) EROSION: It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair his private driveway, sidewalk, bulkhead, retaining walls, fill dirt, rip rap, or whatever measures whatsoever that are or that may become necessary to protect his individual Home from erosion.

The Association shall have no duty or obligation to any Owner in this regard. Furthermore, it shall be at the sole discretion of the Board of Directors of the Association with regards to matters of erosion and their decision shall be final. All repairs shall be equivalent to original construction or otherwise must be approved in writing by the Board of Directors.

- 4) SPRINKLERS-WATERING: It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain, repair, replace, fertilize, water or irrigate any and all landscaping or irrigation system of any kind whatsoever that is within the bounds as determined by his property Deed.



The Association shall have no duty or obligation to any Owner in this regard.

- 5) TERMITES: It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair any and all protection, services, inspections, damage treatment, insurance or any other matters of any kind whatsoever, as determined in the sole discretion of the Association, whose determination shall be final, with regards to termites.

The Association shall have no duty or obligation to any Owner in this regard.

- 6) EXTERIOR SIDING: The Association, as a common expense of all Owners, shall perpetually care for, maintain and keep in good repair the exterior siding of all buildings. Clearly exclusive of exterior siding, however, shall include all parts of all buildings, however small or minute, that is common to both the exterior and the interior of any building or any part thereof. Parts NOT included as the exterior of any of the buildings shall include, but not be limited to, such items as; all garage doors, all front doors, all side doors, all entry doors of any kind, all windows, all atriums, all porch screens, all decks, all stairs to private decks, all skylites, trellis, porches, rails, all glazing or any other item, that in the sole discretion of the Board of Directors, whose determination shall be final, is common to both the exterior and the interior of a Home.

With regards to items determined as common, the Association shall have no duty or obligation to any Owner. Any additions or any part of the structure of a home that was not completed at the time of original certificate of occupancy shall be the sole and exclusive responsibility of the homeowner.

- 7) PARTY WALL: It shall be the duty, responsibility and obligation of each Owner at his own cost and expense to care for, maintain and repair the party wall. Any and all disputes arising, for any reason whatsoever, regarding in whole or in part, the subject of a party wall, shall be handled precisely as outlined in the Declaration of Covenants and Restrictions Wildwood, Section I, Article X, Section 2, part (e), page 28. The foundation footings, piers, beams, brackets, braces, sheathing, fasteners, or hardware or any other material of any kind whatsoever, associated with the construction, support, influence, cause or effect of a party wall, shall be handled in the same manner. A decision as to whether an incident has been caused by a party wall shall be at the sole discretion of the Board of Directors, whose decision to effect an arbitration shall be final.

The Association shall have no duty or obligation to any obligation to any Owner in this regard.

- 8) **UNDERSIDE OF OWNERS HOME:** It shall be the duty, responsibility, and obligation of each Owner at his own cost and expense to care for, maintain and repair the underside, including but not limited to; all support beams, all columns, all footings, all brackets, all braces, all slabs, all concrete, all sheathing, all insulation, all fill dirt, all plumbing, all electrical, all gas, or all structural items or materials of any kind whatsoever.

The Association shall have no duty or obligation to any Owner in this regard. The underside of the home being within the bounds of the deeded property shall be the sole and exclusive responsibility of the homeowner at his sole cost.

- 9) **NEGLIGENCE:** It shall be the sole responsibility of the Board of Directors of the Association to determine if an Owner has acted in negligence.

The Association shall have no duty or obligation for any Owner in this regard. The determination as to an act of negligence shall be at the sole and final discretion of the Board of Directors.

The Board of Directors acting for the Association reserves the right to additionally determine further interpretations from time to time as may be required!

All homeowners are solely responsible for items within the bounds of his deeded property.

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

MAR 14 2012



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**MILDWOOD RULES & REGULATIONS  
POOL, LAKE AND COMMON AREAS  
(Revised 8/18/05)**

1. **POOL AND LAKE HOURS:**

<b>Monday - Thursday</b>	<b>10:00 a.m. - 10:00 p.m.</b>
<b>Friday - Sunday</b>	<b>10:00 a.m. - 11:00 p.m.</b>
2. **Children must be accompanied by an adult. Children who are not toilet trained must wear swim diapers in the pool.**
3. **Guests must be accompanied by a resident.**
4. **Two guests per resident.**
5. **Appropriate swim wear required in pool. (No cut-offs).**
6. **No glassware allowed in pool or lake areas.**
7. **No pets in pool area.**
8. **No individual under the influence allowed.**
9. **No radios or electrical equipment allowed.**
10. **No fish nets or trotlines allowed at any time in the lake or pond.**
11. **Small boats with oars or electrical motors are allowed on the lake during daylight hours. Boats cannot be stored in the lake area. No combustion engines allowed.**

**WILDWOOD RULES & REGULATIONS**  
**POOL, LAKE AND COMMON AREAS**  
(Revised 8/18/05)

1. If townhome is leased, notification by owner must be made to the management office of lessor's name, and the names of all persons living in the townhome, lessor's mailing address and phone number in Wildwood within fifteen (15) days after leasing.
2. Each lot (including land and improvements) shall be used and occupied for single-family residence purposes only. No lot shall be used or occupied for any business, commercial, trade or professional purpose either apart from or in connection with, the use thereof as a residence, whether for profit or not.
3. All residents shall utilize the garages for the garaging of vehicles belonging to them and shall not park such vehicles on the Private Streets and Aileys or in the guest parking spaces. Anyone parking in or in front of another resident's driveway without that owner's permission shall be subject to towing without warning.
4. No structure of a temporary character (trailer, mobile home, modular home, tent, shack, barn, or any other building) shall be placed on any lot either temporarily or permanently.
5. No exterior outside TV-FM, short-wave and/or other antennas are allowed. One (1) satellite dish is allowed. For safety reasons, it must be properly grounded and may not be placed on or over the Common Areas, or on or over-hanging another owner's property. Installation must be accomplished within the lot boundaries of the townhome upon which the dish is being placed, i.e. installers may not walk on a neighbor's roof or any other portion of a neighbor's property. No Application for Design Approval is required.
6. An Application for Design Approval must be submitted to and approved by the Review Board in writing prior to the installation of any fence, or any change(s) to the exterior of a townhome (other than item 5 above).
7. No Owner shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvement on the Common Areas without the prior written consent of the Board.

**WILDWOOD RULES & REGULATIONS**  
**POOL, LAKE AND COMMON AREAS**  
(Revised 8/18/05)

8. No noxious or offensive activity shall be carried on or permitted upon any lot or upon the Common Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other residents.
9. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any street, driveway or other portion of the Common Area.
10. No sign of any kind shall be displayed to the public view on any lot or Common Area other than real estate. One (1) real estate sign is allowed which shall not exceed a total of six (6) square feet.
11. No lot or any part of the Common Area shall be used as a dumping ground for garbage, trash, rubbish or other waste matter.
12. No animals, livestock or poultry, including ducks and geese, shall be raised or kept on any lot or Common Area, except dogs, cats or certain other household pets (not to exceed three (3) adult animals). All animals must be kept in the manner of the law. (Dog leashes must be used while on Common Areas and dog feces must be picked up.)
13. Areas designated for parking of vehicles are for temporary use of residents and their guests. No boat, trailer, camper, motor home or mobile home shall be parked on any such areas or other portion of the Common Area.
14. Open air drying of clothes shall be confined to individual's patios and must be kept screened by adequate planting or fencing so as not to be visible from adjoining lots or the Common Areas.
15. Recreational equipment, boxes, cartons, tools and like equipment may be stored in carports or garages, provided that same are screened from public view in a manner acceptable to the Review Board.

Violation of any of the above Rules and Regulations may result in a warning, a \$25 fine, and/or legal action.