



SUPPLEMENT TO GOVERNING DOCUMENTS  
FOR  
ASSOCIATION OF EDWARDS LANDING, INC.

STATE OF TEXAS            }  
                                  }  
COUNTY OF GALVESTON    }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

Edwards Landing, recorded in Volume 17, Page 119, of the  
Plat Records of Galveston County, Texas.

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS  
PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE  
ABOVE-DESCRIBED SUBDIVISION

After Recording  
Please Return to

Trecee Law Firm  
1020 Bay Area Blvd  
Suite 200  
Houston Texas 77058

**RESOLUTION REGARDING  
ADOPTION OF STATUTORY POLICIES  
ASSOCIATION OF EDWARDS LANDING, INC.  
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Association of Edwards Landing, Inc. ("the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association:

WHEREAS, the Texas State Legislature recently enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code, and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation, which shall in all respects encumber the properties within the Edwards Landing subdivision.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code

- Collection Policy
- Document Retention Policy
- Document Production and Copying Policy


This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 17<sup>th</sup> day of July, 2012

**ASSOCIATION OF EDWARDS LANDING, INC.**

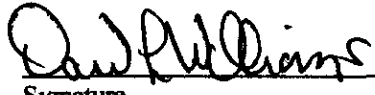
*Genna Shields*  
Signature  
Genna Shields  
Print Name  
President  
Position

*Cherie Starna*  
Signature  
Cherie Starna  
Print Name  
Treasurer  
Position

  
Signature

Robert Savier  
Print Name

Board Member  
Position

  
Signature

David Williams  
Print Name

Board Member  
Position

Signature


Print Name

Position

Signature

Print Name

Position

  
Signature

RALPH WEBB  
Print Name

Secretary  
Position

~~David L Williams~~  
Signature

Print Name

Position

Signature

Print Name

Position

Signature

Print Name

Position

**ASSOCIATION OF EDWARDS LANDING, INC.  
COLLECTION POLICY**

**Purpose:**

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner

**Policy:**

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in either November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31<sup>st</sup>

Payment deadline of the annual Association dues is expected on or before January 1<sup>st</sup> of each successive calendar year. A 30-day grace period (until January 31<sup>st</sup>) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1<sup>st</sup>, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of eighteen percent (18.00%). In the event the Board of Directors adopts a late charge policy, all delinquent accounts shall be assessed a late charge of a reasonable amount, per calendar month for each and every month that any portion of the balance remains unpaid. Late charges shall be charged to delinquent accounts in accordance with such late charge policy

The Association and/or its managing agent may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. The final letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. By March of a respective year, the member / property owner shall have been sent at least one delinquency notice. The owner shall be responsible for all postage costs associated with the delinquent notice(s) that are sent

The Association shall permit delinquent homeowners to pay all amounts, delinquent or otherwise, owing to the Association by way of a monthly payment plan. A reasonable fee shall be assessed to the owner's account for preparation of the payment plan, along with a monthly administrative fee of a reasonable amount, for each payment received and processed. For the duration of the payment plan, interest will continue to accrue against the delinquent assessments appearing on the account, however, late fees and/or collection costs will be waived during the duration of the payment plan. The minimum term of a payment plan shall be three (3) months, and the maximum term shall be eighteen (18) months. Should a homeowner fail to honor the terms of a payment plan, the Association is not required to offer such homeowner any additional payment plan, for a period of two (2) years, from and after the date of such owner's default under the original plan

Members / property owners who have not paid their annual assessments in a timely manner shall be referred to the Association's attorney for appropriate collection efforts. The owner shall be responsible for all legal fees associated with delinquent assessments, as well as any other outstanding balance. In the event that dues and related charges remain delinquent after the attorney's demand letter, the attorney shall be authorized to bring such legal action as is appropriate in a Court of competent jurisdiction, seeking judgment against the property owners, as well as such other relief at law and/or in equity as is deemed necessary and appropriate. Formal legal action shall be brought against those owners and/or properties sustaining a delinquent balance

and/or which accounts reflect assessments and related charges which are overdue, after a vote of the Board of Directors to proceed with such legal action, which vote shall be conducted at a regular or special meeting of the Board, after proper notice to owners in accordance with the Texas Property Code, and the results of such vote shall be reflected in the minutes of the meeting.

**Priority of Payments**

Payments shall be applied in the following order:

- 1 Any delinquent assessment,
2. Any current assessment,
3. Any attorney's fees or 3<sup>rd</sup> party collection costs incurred by the Association related to efforts to collect assessments or any other charge that could provide basis for foreclosure,
- 4 Any attorney's fees not subject to (3);
5. Any fines assessed by the Association; and
6. Any other amount owed to the Association.

Exception, if an Owner is in default on a payment plan, the Association is not required to apply any payment in the above specified order of priority

Adopted by Resolution of the Board of Directors on this 7<sup>th</sup> day of July, 2012

Glenna Shields  
 Signature \_\_\_\_\_  
 Position President  
 Association of Edwards Landing, Inc

STATE OF TEXAS                   §  
    §  
 COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared GLENNASHIELDS  
PRESIDENT (position) of Association of Edwards Landing, Inc., a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9<sup>th</sup> day of July, 2012

Sherry G. Williams  
 Notary Public, State of Texas  
SHERRY G. WILLIAMS  
 Printed Name



**ASSOCIATION OF EDWARDS LANDING, INC.  
DOCUMENT RETENTION POLICY**

This document sets forth the Association of Edwards Landing, Inc 's general policy regarding the retention of all documents created, produced and/or utilized by the Association

The Association shall follow the document retention policy described below

**1. Permanently Retained Documents**

- a. Certificate of Formation / Articles of Incorporation, and all amendments thereto,
- b. Bylaws of the Association, and all amendments thereto,
- c. Declaration of Covenants, Conditions and Restrictions for all Sections of the subdivisions governed by Association of Edwards Landing, Inc., and all amendments, supplements, annexation agreements and other documents related thereto

**2. Documents Retained for Not Less than Seven (7) Years**

- a. Financial books,
- b. Financial records,
- c. Minutes of the meetings of the owners;
- d. Minutes of the meetings of the board,
- e. Tax returns;
- f. Audit records

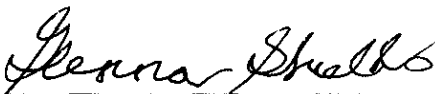
**3. Documents Retained for Not Less than Five (5) Years**

- a. Account records of all current owners

**4. Documents Retained for Not Less than Four (4) Years**

- a. All contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term. All records of decisions reached by the Board of Directors and/or Architectural Committee regarding applications, variances, waivers and/or related matters associated with individual properties

Adopted by Resolution of the Board of Directors on July 9, 2012

  
\_\_\_\_\_  
Signature  
Position President  
Association of Edwards Landing, Inc

STATE OF TEXAS

§  
§  
§

COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared GLENNASHIELDS  
PRESIDENT (position) of Association of Edwards Landing, Inc., a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9<sup>th</sup> day of JULY, 2012

*Sherry G. Williams*  
Notary Public, State of Texas



SHERRY G. WILLIAMS  
Printed Name

**ASSOCIATION OF EDWARDS LANDING, INC.  
DOCUMENT PRODUCTION AND COPYING POLICY**

This document sets forth the Association of Edwards Landing, Inc 's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Association of Edwards Landing, Inc., as well as applicable State and Federal laws

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209 005 of the Texas Property Code
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner
3. **Parties Entitled to Request Records** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209 005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized

**Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to Ms. Glenna Shields, 1303 - 23rd St , San Leon, TX 77539, (phone) 281-559-1686, or to the Association's Treasurer or managing agent, or his/her successor in office at such other address as specified (published) by the Board, from time to time The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested

- a. Upon receipt of a proper request, the Association shall, on or before the 10<sup>th</sup> business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
  - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10<sup>th</sup> business day after the date the Association receives the request, and any required advance payment has been received
4. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association
  5. **Method of Delivery.** Email, certified mail, facsimile or pick-up
  6. **Delay in Delivery** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10<sup>th</sup> business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15<sup>th</sup> business day after the date of notice given by the association.



7. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production

**8. Records Not Available for Inspection**

- 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

**9. Costs for Production Request**

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. The Association may charge an owner for the compilation, production or reproduction of books and records requested by the owner or the owner's representative, which cost may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rate(s) provided for in Section 70.3 of the Texas Administrative Code, as such section of the Code currently exists or as it may hereafter be amended.

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 4.

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.

**13. Fees and Charges**

- a. **Compilation/Production Fee** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

- b. **Copies:** The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code
  - i. black and white 8½"x11" single sided copies . \$0 10 each
  - ii. black and white 8½"x11" double sided copies . \$0 20 each
  - iii. color 8½"x11" single sided copies . \$0 50 each
  - iv. color 8½"x11" double sided copies . \$1 00 each
  - v. PDF images of documents . \$0 10 per page
- c. **Compact Disk** ... \$1 00 each
- d. **Mailing supplies** . \$1 00 per mailing
- e. **Postage:** cost
- f. **Other supplies.** cost
- g. **Third party fees:** cost

Adopted by Resolution of the Board of Directors this 9<sup>th</sup> day of July, 2012

Glenna Shields  
 Signature  
 Position President  
 Association of Edwards Landing, Inc

STATE OF TEXAS                   §  
   §  
 COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared GLENN A SHIELDS  
PRESIDENT (position) of Association of Edwards Landing, Inc , a Texas non-profit 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 entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9<sup>th</sup> day of JULY, 2012



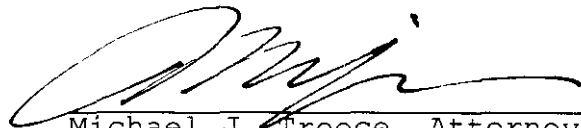
Sherry G. Williams  
 Notary Public, State of Texas  
SHERRY G. WILLIAMS  
 Printed Name

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS


STATE OF TEXAS            }  
                                  }  
COUNTY OF GALVESTON }       KNOW ALL MEN BY THESE PRESENTS:

THAT the foregoing and attached documents entitled "Resolution Regarding Adoption of Statutory Policies Association of Edwards Landing, Inc. A Texas Non-Profit Corporation", "Association of Edwards Landing, Inc. Collection Policy", "Association of Edwards Landing, Inc. Document Retention Policy", and "Association of Edwards Landing, Inc. Document Production and Copying Policy", are original documents which were adopted in connection with the operation and administration of the Association of Edwards Landing, Inc., and all of the properties governed thereby. The signatures appearing on said documents are original and authorized signatures of the Board of Directors of Association of Edwards Landing, Inc., and all documents attached hereto were duly and properly adopted by said Board of Directors, and are original documents which are kept in the ordinary course of business of Association of Edwards Landing, Inc. The attached items constitute supplements to the Association's "dedicatory instrument," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

  
\_\_\_\_\_  
Michael J. Treece, Attorney  
for Association of  
Edwards Landing

SUBSCRIBED AND SWORN TO BEFORE ME on this the 16<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF TEXAS

After Filing  
Please Return to  
Treece Law Firm  
1020 Bay Area Blvd  
Suite 200  
Houston, Texas 77058

