

**SECOND SUPPLEMENT TO  
NOTICE OF FILING OF DEDICATORY INSTRUMENTS**

STATE OF TEXAS     §  
                                  §  
COUNTY OF COLLIN   §

KNOW ALL MEN BY THESE PRESENTS:

This SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS is filed by Collin Greene Homeowners Association (the "Association").

**WITNESSETH:**

**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 and Master Deed for Collin Greene, filed for record on October 28, 1981, as Instrument Number 19811029000360060, at Volume 1444, Page 383, *et seq.*, of the Condominium Records of Collin County, Texas (the "Declaration"), as such may be amended and/or supplemented from time to time; and; and

**WHEREAS**, Section 202.006 of the Texas Property Code, which became effective September 1, 1999, 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 on March 22, 2006, filed a "Notice of Filing of Dedicatory Instruments for Collin Greene Condominiums" at Document No. 20060322000376780 of the Official Public Records of Collin County, Texas (the "Notice");

**WHEREAS**, the Association on October 18, 2006, filed a "Supplement to Notice of Filing of Dedicatory Instruments for Collin Green Condominiums" at Document No. 20061018001495410 of the Official Public Records of Collin County, Texas; and

**WHEREAS**, the Association, acting by and through the undersigned duly authorized agent, desires to again supplement the Notice with the sole intention of filing the following instruments which might be interpreted as being within the scope of Section 202.006, and files a true and correct copies of the instruments more specifically set forth hereinafter.

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

1. COLLIN GREENE HOMEOWNERS ASSOCIATION - DOCUMENT INSPECTION AND COPYING POLICY; and
2. COLLIN GREENE HOMEOWNERS ASSOCIATION - DOCUMENT RETENTION POLICY.

IN WITNESS WHEREOF, the undersigned agent of Collin Greene Homeowners Association certifies that, to the best of his knowledge, as of the effective date of this Second Supplement to Notice of Filing of Dedicatory Instruments, that the foregoing instruments are true and correct copies of the current instruments of the Association.

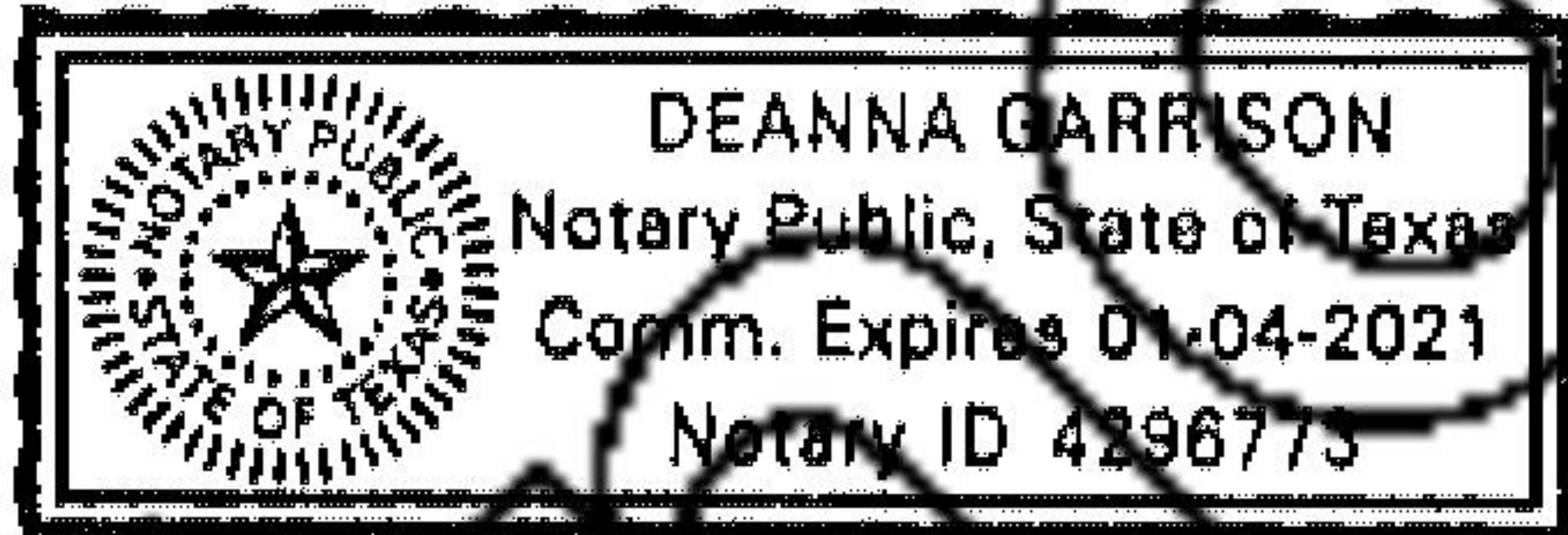
**COLLIN GREENE  
HOMEOWNERS ASSOCIATION**

By: *Robert M. Blend*  
Robert M. Blend  
Duly Authorized 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 Robert M. Blend, a duly authorized agent for Collin Greene Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of August, 2018.



*Deanna Garrison*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE BLEND LAW FIRM, P.C.  
14131 Midway Road, Suite 1240  
Addison, Texas 75001  
Tel: (972) 233-1900  
Fax: (972) 233-1910  
rblend@blendfirm.com

# COLLIN GREENE HOMEOWNERS ASSOCIATION

## DOCUMENT INSPECTION AND COPYING POLICY

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Collin Green Homeowners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration and Master Deed for Collin Greene, filed for record on October 28, 1981, as Instrument Number 19811029000360060, at Volume 1444, Page 383, *et seq.*, of the Condominium Records of Collin County, Texas (the “Declaration”), as such may be amended and/or supplemented from time to time; and

WHEREAS, Article III, Section 3.11 of the Declaration, entitled “Availability of Records”, provides the following:

The Association shall make available to Owners, Eligible Holders and Mortgagees, during normal business hours or under other reasonable circumstances, current copies of this Declaration, the Bylaws and other rules governing the Project, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers of Condominiums current copies of the Declaration, Bylaws, other rules governing the Project, and the most recent annual audited financial statement, if such is prepared. [;and]

WHEREAS, Article III, Section 3.07 of the Declaration, entitled “Additional Rights, Powers and Duties of the Board, provides, in part, the following:

The Board shall have the following additional rights, powers and duties:

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(c) To make reasonable rules and regulations for the operation of the Project and to amend them from time to time... [; and]

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

NOW, THEREFORE, the Board has duly adopted the following *Document Inspection and Copying Policy*.

1. Right to Inspect. Every owner of a unit in the Association is entitled to inspect and copy the Association’s books and records in compliance with the procedures set forth in this Policy.
2. Books and Records Available for Inspection and Copying. The Association’s books and records are available for inspection and copying by owners.

An attorney’s files relating to the Association, excluding invoices, are not records of the Association and are not subject to inspection by owners, or production in a legal proceeding.

The Association will not release or allow inspection of any books and records relating to an employee of the Association, or any books and records that identify the violation history, contact information (other than the address) and/or financial information of an individual owner absent the express written approval of the owner whose information is the subject of the request or a court order requiring disclosure of such information.

3. **Owner Request.** An owner may submit a designation in writing, signed by the owner, specifying such other individuals who are authorized to inspect the Association's books and records as the owner's agent, attorney, or certified public accountant. The owner and/or the owner's designated representative are referred to herein as the "Requesting Party."

The Requesting Party seeking to inspect or copy the Association's books and records must submit a written request via certified mail to the Association at the mailing address of the Association or its managing agent as reflected on the Association's current management certificate.

The request must contain sufficient detail describing the requested Association's books and records, including pertinent dates, time periods or subjects sought to be inspected.

The request must also specify whether the Requesting Party seeks to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records to the Requesting Party.

- a. **Request to Inspect.** If the Requesting Party elects to inspect the Association's books and records, the Association shall notify the Requesting Party within ten (10) business days after receiving the Requesting Party's request of the dates during normal business hours that the Requesting Party may inspect the requested books and records (the "Inspection Notice").
- b. **Request to Copy.** If the Requesting Party requests copies of the Association's books and records, the Association shall produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request.
- c. **Association Notice of Delay in Producing Books and Records.** If the Association is unable to produce the requested books and records by the 10<sup>th</sup> business day after the date the Association receives the request, the Association must provide written notice to the Requesting Party (the "Inspection Delay Letter") that:
- (i) the Association is unable to produce the information by the 10<sup>th</sup> business day after the date the Association received the request, and
  - (ii) state a date by which the information will be either sent or made available for inspection that is not later than fifteen (15) business days after the date of the Inspection Delay Letter.

4. **Inspection Time and Place.** Any inspection shall take place at a mutually-agreed upon time during normal business hours. All inspections shall take place at the office of the Association's management company or such other location as the Association designates.

No Requesting Party or other individual shall remove original records from the location where the inspection is taking place, nor alter the records in any way. All individuals inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not

interfere with the operation of the Association's or management company's office or the operation of any other office where the inspection or copying is taking place.

At such inspection, the Requesting Party may identify such books and records for the Association to copy and forward to the Requesting Party. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.

5. **Costs Associated with Compilation, Production and Reproduction.** The costs associated with compiling, producing and reproducing the Association's books and records in response to a request to inspect or copy documents shall be as follows:

a. **Copy charges.**

- (i) **Standard paper copy.** The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that contains recorded information is considered a page.
- (ii) **Nonstandard copy.** The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
  - 1. Diskette--\$ 1.00;
  - 2. Magnetic tape--actual cost
  - 3. Data cartridge--actual cost;
  - 4. Tape cartridge--actual cost;
  - 5. Rewritable CD (CD-RW)--\$ 1.00;
  - 6. Non-rewritable CD (CD-R)--\$ 1.00;
  - 7. Digital video disc (DVD)--\$ 3.00;
  - 8. JAZ drive--actual cost;
  - 9. Other electronic media--actual cost;
  - 10. VHS video cassette--\$ 2.50;
  - 11. Audio cassette--\$ 1.00;
  - 12. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50;
  - 13. Specialty paper (e.g.: Mylar, blueprint, blue-line, map, photographic)--actual cost.

b. **Labor charge.** The labor charge for locating, compiling, manipulating data, and reproducing information is as follows:

- (i) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (ii) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of fifty (50) or fewer pages.

- (iii) If the charge for providing a copy of information includes costs of labor, the Requesting Party may require that the Association provide a written statement as to the amount of time that was required to produce and provide the copy, signed by an officer of the Association. A charge may not be imposed for providing the written statement to the requestor.

c. Overhead charge.

- (i) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges.
- (ii) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records.
- (iii) The overhead charge shall be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request (example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$ 3.00).

d. Postal and shipping charges.

- (i) The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Requesting Party.

6. Payment. Upon receipt of a request to inspect and/or copy documents, the Association may require the Requesting Party to pay the estimated costs associated with production and copying in advance.

If the estimated cost of compilation, production and reproduction is different from the actual cost, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the Association has produced and/or delivered the requested information.

If the actual cost is greater than the estimated amount, the owner must pay the difference to the Association within thirty (30) business days after the date the invoice is sent to the owner, or the Association will add such additional charges as an assessment against the owner's property in the Association.

If the actual cost is less than the estimated amount, the Association shall issue a refund to the owner within thirty (30) business days after the date the invoice is sent to the owner.

This Policy is effective upon recordation in the Public Records of Collin County, Texas and supersedes any policy regarding document inspection and copying which may have previously been in effect. Except as affected by this Policy, all other provisions contained in the Declaration or any other dedicatory instrument of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held ~~AUGUST 4, 2018~~ and has not been modified, rescinded or revoked.

*Kenneth W. Edgemon*  
Name  
Title *President*  
Collin Green Homeowners Association

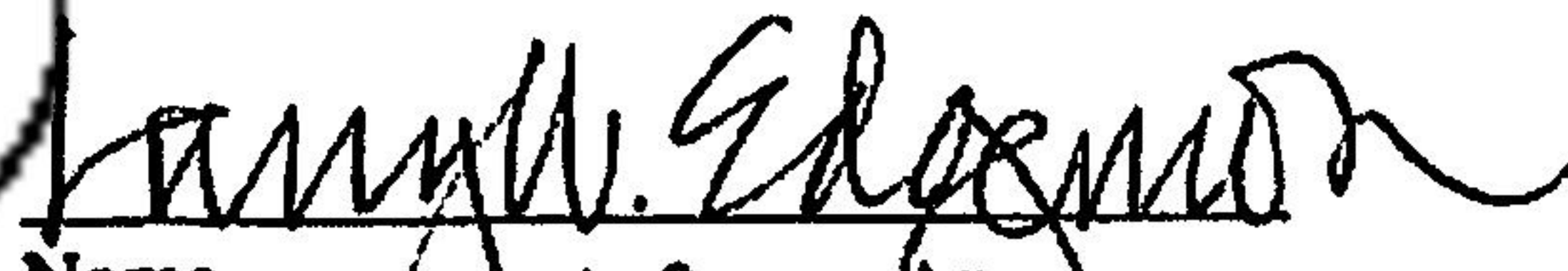
Unofficial Copy



- g. Tax returns and audit records shall be retained for seven (7) years after the last date of the return or audit year; and
  - h. Decisions of the Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for (7) years from the decision date.
3. Any documents not described above may be retained for the duration deemed to be useful to the purpose of the Association.
  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.
  5. In the event the Association is served with any subpoena or request for documents or the Association becomes aware of a governmental investigation or audit concerning the Association or the commencement of any litigation against or concerning the Association, all documents relating or pertaining to such investigation, claim or litigation shall be retained indefinitely, and any further disposal of documents shall be suspended and shall not be reinstated until conclusion of the investigation or lawsuit, or until such time as the Board, with the advice of legal counsel, determines otherwise.

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

This is to certify that the foregoing Policy was adopted by the Board at a meeting of the same held August 14, 2018, and has not been modified, rescinded or revoked.

  
Name  
Title President  
Collin Green Homeowners Association.



