Cottonwood Creek Property Owners, Inc. (CCPOI)

POLICIES AND PROCEDURES

In accordance with the Articles of Incorporation and CCPOI Bylaws, the Board of Directors ("Board") is responsible for the management of CCPOI for the benefit of its members. To this end, the Board has implemented the following policies and procedures to ensure the proper management of CCPOI and its common areas. The common areas include all real property (i.e., the streets, buildings, grounds, golf course, swimming pool, hot tub, recreational vehicle (RV) storage area and maintenance area.)

1. CCPOI COMMITTEE APPOINTMENTS
2. CLUBHOUSE/HALL
3. DUE DATES
4. EMPLOYEE DISCRIMINATION AND SEXUAL HARASSMENT POLICIES
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7. GOLF COURSE
8. GUESTS
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13. PRIVATE PROPERTY IMPROVEMENT AND MAINTENANCE
14. RENTAL OF PRIVATE HOMES
15. RV STORAGE AND MAINTENANCE
16. STREETS AND PARKING
17. TENNIS COURTS AND SHUFFLEBOARD
18. EMPLOYEES
19. BOARD TRANSITION

1. CCPOI COMMITTEE APPOINTMENTS

The CCPOI board shall approve all standing and special committees and the members of the committees.

2. CLUBHOUSE/HALL

The clubhouse is for the exclusive use of CCPOI property owners. It can be reserved by a property owner for their personal use (i.e., property owner's birthday or anniversary or a celebration of life).

No reservations will be accepted from renters.

Reservations for use of the clubhouse by Cottonwood Creek owners require completion of a request available at the CCPOI office

Residents may rent the hall for $250, with a $100 refund if the hall is left in good condition, as it was prior to the activity, and all trash is removed.

If a resident sponsors a party for a non-resident, the rental fee is $500, with a $100 refund if the hall is left in good condition, as it was prior to the activity, and all trash is removed.

Organizers of events in the clubhouse are responsible for obtaining prior instruction for turning off lights, fans, air conditioning and public address systems, which shall be done prior to leaving the building after the event.

In order to comply with the City of Harlingen fire code, only 300 seated persons are permitted in the clubhouse at any one time.

3. DUE DATES

CCPOI assessments are due on the first day of the month and if unpaid become delinquent on the last day of the month. Late fees of 10% per annum will be collected on delinquent assessments (beginning with any delinquent as of June 30, 2016.)

When a check is returned by the bank to CCPOI as unpayable for any reason, in addition to any penalty fee imposed by the bank being collected. CCPOI will collect a processing fee of $50.00 from the payor.

Payroll taxes are filed for each payroll by CCPOI's accountant processing payroll when due.

Quarterly filings – IRS Form 941 and Texas Workforce (April 15, July 15, October 15 and January 15).

Annual filings – Sales tax, IROP Form 940 (January 15), Vendor's 1099, W2's (January 31).

Real Estate Taxes – October

Insurance - as required.

4. EMPLOYEE DISCRIMINATION AND SEXUAL HARASSMENT POLICIES

The CCPOI is an equal opportunity employer which shall not discriminate in any of its activities or operations based on race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services.

The CCPOI is committed to providing a work environment that is free from harassment based on individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics. Any employees, including supervisors and other management personnel, are required to abide by this policy. No person will be adversely affected in employment with the CCPOI as a result of bringing complaints of unlawful harassment.

Sexual harassment will not be tolerated by CCPOI. Sexual harassment is: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, of a sexual nature when (1) submission to or rejection of such conduct by is made either explicitly or implicitly a term or condition

of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for decisions about employment, promotion, transfer, selection for training, performance evaluations, benefits, or other terms and conditions of employment; or (3) such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment or substantially interferes with an employee's work performance. Any employee who believes she/he is a victim of sexual harassment must immediately report any incident to the CCPOI president. If the CCPOI president is the alleged harasser, immediate reporting will be to a CCPOI board member of the employee's choice.

If a CCPOI employee feels she/he has been harassed on the basis of their sex, race, national origin, ethnic background, or any other legal protected characteristic, they should immediately report the matter in writing to the CCPOI president. If that person is not available, or if the employee feels it would be unproductive to inform that person, the employee should immediately contact the CCPOI board member of the employee's choice. Once the matter has been

reported, it will be promptly investigated and corrective action taken, if appropriate. All complaints of unlawful harassment will be handled in a discreet and confidential manner as possible under the circumstances.

Any CCPOI employee engaging in improper harassing behavior will be subject to disciplinary action, including the possible termination of employment.

The CCPOI will not tolerate retaliation against any employee who complains of harassment, including sexual harassment, or provides information in connection with any such complaints.

5. EXERCISE ROOM

Guests under 18 years of age much be accompanied by a resident adult when using the exercise room.

To avoid injury and for their own safety and welfare, anyone using the exercise equipment is responsible for knowing their own limitations and knowing how to operate the equipment.

The equipment located in the exercise room must be utilized in the manner in which it was intended.

6. EXPENDITURES BY THE BOARD OF DIRECTORS ON BEHALF OF CCPOI

The Board shall attempt to obtain three bids for all expenditures by the board over $5,000.00.

All expenditures over $5,000.00 require a majority vote of the CCPOI board.

Two CCPOI board member signatures are required on all checks issued.

No one, including directors, committee members, or property owners, has the authority to bind CCPOI by written or verbal contract, to render it liable monetarily, or to incur any expense on behalf of CCPOI for any purpose without prior majority approval by the board which is recorded in the minutes.

7. GOLF COURSE

Golf tournaments require proper Board approval and are subject to outside players paying appropriate green, cart and equipment rental fees.

Cottonwood Creek guests are required to pay cart and equipment rental fees for each round of golf prior to beginning play.

Golf cart rental fees apply to CCPOI owners, residents and guests.

Green fees and equipment rental fees shall be reviewed by the Golf

Committee prior to the start of each league season. Any fee changes recommended by the golf committee shall be approved by the Board prior to their implementation. Only golf course appropriate vehicles are permitted on the golf course.

Everyone on the golf course is required to wear appropriate clothing, including shirts, at all times. Appropriate golf shoes should be worn on the golf course.

Riding golf carts are to be kept on the cart paths when teeing off and at least 15 feet from the greens, when possible and practical.

Golfers are not to trespass upon private property at any time except to retrieve stray golf balls. Stray golf ball shall NOT be hit from private property.

Golfers are responsible for replacing divots on tee boxes and the fairways and for repairing ball marks on the greens.

Signs will be posted in front of the Pro Shop and on the first tee when the golf course is closed, or riding carts are NOT permitted.

8. GUESTS

A guest is defined as one who resides outside a 150-mile radius of Cottonwood Creek as stated in the Cottonwood Creek Covenants. Such temporary guests include those staying with the owner of a residence within Cottonwood Creek. This guest is limited to use of the common area facilities for no more than two (2) consecutive weeks per year.

9. LIBRARY AND POOL TABLE ROOM

Guests under 18 years of age must be accompanied by a resident when using the library/pool room.

10. PERSONAL USE OF CCPOI OFFICE EQUIPMENT

Only CCPOI staff and board members may use CCPOI office machinery, including computers, copy machines and fax machine.

11. PETS

Pets MUST be controlled by the owner or responsible adult at ALL times, so they are not a nuisance. Pet owners are responsible immediately for any damage caused by their pets. When not on the owner's property, all pets must be kept on a leash as required by the CC&R's and City of Harlingen and Cameron County regulations.

At no time may pets be allowed to enter another person's private property without their express permission.

PET OWNERS ARE RESPONSIBLE FOR IMMEDIATELY CLEANING UP AFTER THEIR PETS.

Pets are not allowed on the golf course or in the swimming pool area.

12.POOL AND HOT TUB AREA

Rules and procedures posted in the pool are enforced at all times.

Use of the pool and hot tub is limited to CCPOI residents and their GUESTS.

Children 12 years or younger are not allowed in the hot tub. If guests are

using the pool or hot tub are under 18 years of age, they must at all times have a resident supervising them, be kept under control, and not permitted to interfere with the quiet enjoyment of the pool and hot tub by other residents.

Anyone displaying rowdy or rude behavior may be asked to leave the pool area at any time by any CCPOI owner.

The following activities are not permitted:

- Diving into the pool or hot tub
- Running in the pool area
- Throwing objects into the pool or in the pool area
- Bicycles, skates or skateboards in the pool area
- Bringing or allowing pets in the pool area

13.PRIVATE PROPERTY IMPROVEMENT AND MAINTENANCE

Owners wishing to make additions and exterior improvements to their property must complete and submit a CCPOI proposal form for Architectural Control Committee (ACC) approval. Any addition/improvement may not commence until the necessary approval is obtained from the ACC and the City of Harlingen (if required).

All storage buildings and their location must be approved by the ACC prior to the installation.

Owners making additions or changes to their property without prior ACC approval may be subject to consequences.

Each private property shall be maintained in a sanitary and attractive manner without excess overgrowth of vegetation or accumulated garbage, trash or

rubbish. If vegetation overgrowth is permitted by the owner/resident, CCPOI will charge the owner $50.00 for each occurrence mowing and/or trimming at the owner's expense. In the event you are unable to remove large debris as a result of wind damage, CCPOI personnel upon request will remove such items for $25.00 payable to CCPOI for each occurrence.

14. RENTAL OF PRIVATE HOMES

Property owners shall complete and submit a CCPOI rental property information form prior to renting the Cottonwood Creek property

15. RV STORAGE AND MAINTENANCE AREAS

Access to the RV storage area is limited to CCPOI members/residents, and its employees while performing their duties at CCPOI.

The RV rental storage spaces shall be procured upon written request of the

renter for full months rental ($30.00 per month). If paid by the year the cost is $300.00. Refunds of less than full month's rental shall not be made

16. STREETS AND PARKING

The speed limit on all streets within CCPOI is 15 miles per hour.

CCPOI residents are permitted to use streets at all times for walking, driving, and bicycling. Lights and reflective clothing should be used when walking and bicycling at night.

No vehicle may be used, at any time, for the purpose of residence or living space when parked within Cottonwood Creek.

Parking for periods in excess of those outlined in the CCPOI covenants if not permitted without prior CCPOI approval. Parking on the streets is not allowed from 10:00 p.m. through 7:00 a.m.

Failure to comply with parking restrictions may result in the vehicle being tagged, showing the date, time and violation. CCPOI may have a commercial towing service remove, at the owner's expense, any vehicle of a nonresident in violation of the CC&R's no less than 24 hours after posting notice of noncompliance on such vehicle.

Guests under 16 years of age must be accompanied by a resident while driving golf carts within Cottonwood Creek. Residents are responsible for ensuring their guests comply with this requirement.

Vehicles and other items displaying for sale signs shall not be parked or placed within CCPOI parking lots unless approved by the Board.

Property owners shall request parking permits for themselves or their guests to park on CCPOI property longer than overnight from the CCPOI

office. The permit is to be displayed as instructed while parked on CCPOI property. Parking permits will be issued for up to two weeks after which time the vehicle must be removed or moved to fee based long term storage.

17.TENNIS COURTS AND SHUFFLEBOARD

Use of the tennis courts and shuffleboard courts is limited to CCPOI members and residents and their eligible guests.

Proper footwear is to be worn at all times on the tennis courts. Shoes with abrasive soles or any kind of black shoes may not be worn.

Shufflers should walk on the concrete area between the courts when changing ends. The green court area is covered in a very specialized material and may be damaged just by walking. Do not use the courts as a short cut.

18.EMPLOYEES

As the Bylaws provide, decisions to hire, discipline, or terminate an employee, requires a majority vote of the board.

Employees are at-will and hourly unless otherwise appropriate as determined by the board in compliance with Federal and State employment laws.

Employees are permitted time off, with pay for the following holidays,

January 1

Memorial Day

July 4

Labor Day

Thanksgiving (day only)

Christmas (day only)

If the holiday falls on a Saturday or Sunday the employ will be given the Friday before or the Monday after off.

Employees shall earn 80 hours personal leave posted on January 1 each year following one year of fulltime employment with CCPOI. The personal leave shall

be used before January 1, the following year. Use of the personal leave shall be approved by the CCPOI President. Or, in the absence of the President, the Vice President.

Employees who have been employed by CCPOI more than 10 YEAR shall get an additional 5 days' vacation. Use of the personal leave shall be approved by the CCPOI President. Or in the absence of the President, the Vice President.

Background checks of prospective employees shall be conducted. Such background check shall include no less than criminal history and past employment verification.

Employees who are requested by the board to use their personal vehicles for CCPOI business shall be reimbursed for the required miles driven in accordance with Internal Revenue Service rates. Reimbursement shall be made once per month.

Hourly employees must use the time clock.

Approved and signed September 1, 2026

Rick Cavazos, President

Ray Statler, Vice President

Carolyn Teer, Secretary

Jeff Everitt, Treasurer

Jim Livingston, Member at Large

COTTONWOOD CREEK PROPERTY OWNERS, INC.

DELINQUENT ASSESSMENT PAYMENT PLAN POLICY

The Cottonwood Creek Property Owners, Inc. ("Association") refers to property(s) shown in Cameron County Map Records of Cottonwood Creek Map Records C1-479A, C1-3486 and as shown in Map Records of the Fairways C1-1602B and C1-2017A. The Association constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code ("the Code") and is composed of fifteen (15) or more lots;

In order to comply with Sections 209.0062 and 209.0063 of the Code, the Board of Directors of the Association (the "Board") hereby adopted on October 26, 2017 the following Delinquent Assessment Payment Plan Policy:

1. Eligibility for Payment Plan
Subject to the terms of the Policy, a member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (hereinafter referred to collectively as the Delinquent Assessments) shall be entitled to enter into a payment plan agreement with the Association that allows such member to pay the Delinquent Assessment in installment payments without incurring additional monetary penalties (hereinafter referred to as "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his/her Delinquent Assessments under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

2. Payment Plan Administrative Charges and Interest
In addition to the Delinquent Assessment, a member of the Association who enters into a Payment Plan Agreement shall be required to pay the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (hereinafter to collectively as the "Payment Plan Administrative Charges"). A member of the Association who enters into a Payment Plan Agreement with the Association shall also be required to pay all interest due and payable on the member's Delinquent Assessment in accordance with applicable provisions of the Association's governing documents, which shall continue to accrue on the Delinquent Assessment during the term of Payment Plan Agreement.

3. Payment Schedule
The minimum term for a payment plan offered by the Association is three months. In extenuating circumstances in which repayment within three (3) months is not reasonable, the Association will follow Texas law in establishing a Payment Schedule. The Board of Directors must approve any repayment schedule beyond three (3) months.

4. Payment Plan Agreement
Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association. The Payment Plan Agreement shall specify the total amount of Delinquent Assessments owed to the Association as of the date of the Payment Plan Agreement, the total amount of Payment Plan Administrative Charges and interest to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule.

5. Default of Payment Plan Agreement
Each payment due under any Payment Plan Schedule shall be due and payable to the Association on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement, and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event, all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the member shall be considered in default of the Payment Plan Agreement until s/he pays the full amount of the accelerated Delinquent Assessment, Payment Plan Administrative Charges, and accrued interest subject to the Payment Plan Agreement to the Association (the "Payment Plan Default Period"). In addition, the defaulting member shall be liable for all costs of collection, including attorneys fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to an included within the Delinquent Assessment that must be paid by the defaulting member to the Association under such Payment Plan Agreement. Any payment received by the Association from a member of the Association who is in default under a Payment Plan Agreement with the Association during a Payment Plan Default Period shall be applied to the member's debt or account in the following order of priority: (a) Any attorneys fees or third-party collection costs incurred by the Association in Connection with collection of the member's debt; (b) Any other fees and expenses reimbursable to the Association in connection with collection of the member's debt; (c) Any late charges and interest due by the member; (d) Any past-due delinquent assessments (beginning with the oldest); (e) Any current assessments; (f) Any other amount owed to the Association (excluding fines); and (g) Any fines assessed by the Association.

6. Application of Payments

Any payments received by the Association from a member of the Association under a Payment Plan Agreement with the Association shall be applied to the member's debt or account in accordance with Texas Property Code section 209.0063.

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Elizabeth Jane Craig, as the duly elected, qualified, and acting Secretary of the Cottonwood Creek Property Owners, Inc. a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Payment Plan Guidelines Policy and Application of Payments Schedule was duly adopted by the Board of Directors of the Association at a meeting of the Board on October 26, 2017, and shall take effect upon its recording in the Official Public Records of Cameron County, Texas.

COTTONWOOD CREEK PROPERTY OWNERS, INC.,
A Texas Nonprofit Corporation

Elizabeth Jane Craig
BY: Elizabeth Jane Craig, CCPOI Secretary

THE STATE OF TEXAS
COUNTY OF CAMERON

This instrument was acknowledged before me on the 27 day of October, 2017, by Elizabeth Jane Craig, Secretary of the Cottonwood Creek Property Owners, Inc., a Texas nonprofit corporation.

SEAL

NOTARY PUBLIC STATE OF TEXAS
ROSE A. GARCIA
Notary Public, State of Texas
Comm. Expires 12-19-2019
NOTARY ID#: 12477569-0

Notary Public Signature

COTTONWOOD CREEK PROPERTY OWNERS, INC.

RECORDS PRODUCTION AND COPYING POLICY

WHEREAS, Cottonwood Creek Property Owners, Inc., Association refers to property(s) shown in Cameron County Map Records of Cottonwood Creek Map Records C1-479A, C1-3486 and as shown in Map Records of the Fairways C1-1602B and C1-2017A. (the "Association") constitutes a property owners association under the provisions of Chapter 209 of the Texas Property Code (the "Code") and is composed of fifteen (15) or more lots;

WHEREAS, Section 209.005(I) of the Code requires the Association to adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested by a member of the Association (hereinafter referred to as a "Member") in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, the Board hereby adopts the Records Production and Copying Policy (the "Policy") as set forth below.

1. Books and Records Subject to Production

Subject to the terms of this Policy and Section 209.005 of the Texas Property Code (and any amendment thereto), the Association will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by Member of the Association of a person designated in a written instrument signed by the Member as the Member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Code (hereinafter referred to as the "Requesting Party"). A Requesting Party is also entitled to obtain copies of the information contained in the Association's books and records.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Member, a Member's personal financial information, including records or payment to nonpayment of amounts due to the Association, a Member's contact information, other than their address, or information related to an employee of the Association, including personnel files.

2. Procedures for Requesting Inspection and/or Copying of Association's Records:

(A) Request for Information:

To inspect or obtain copies of the Association's records, a Requesting Party must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current recorded management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either 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 without any advance inspection.

(B) Inspection of Association's Books and Records:

If an advance inspection of the Association's books and records is requested, within ten (10) business days from the date the Association receives the written request for information, the Association will send to the Requesting Party a written notice specifying the location and alternative dates that such person may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and

the Requesting Party, which may not be more than fifteen (15) business days after the date of such notice.

The Association reserves the right to produce copies of the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. Responsibility for Records Production and Copying Charges

A Member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses, and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update, or increase of such terms) (the "Production and Copying Charges). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follow:

(A) Copy Charges:

(i) *Standard paper copy.* Standard paper copy charges consist of the charges for reproducing requested information and records on standard size paper by means of an office machine copier or a computer printer. The charge for standard paper copies is $.15 page or part of a page. Each side that has recorded information is considered a separate page.

(ii) *Nonstandard copy.* Nonstandard copy charges consist of charges for the costs of materials, other than standard size paper, onto which requested information and records are copied

records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be ten (10) business days from its receipt of the request for information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within ten (10) business days from receipt of the request for information. In such event, the Association's written notice to the Requesting Party will state that the Association is unable to produce the information within ten (10) business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than fifteen (15) business days after the date of the Association's written notice to the Requesting Party.

If the Requesting Party wants to obtain copies of any of the books and records produced for inspection, the Requesting Party must identify the books and records at the inspection that the Association is to copy and forward to the Requesting Party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within ten (10) business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the Requesting Party.

If the Association is unable to produce copies of such requested books or records within ten (10) business days from the written request or inspection, it will provide written notice to the Requesting Party of its inability to produce the requested books and records within ten (10) business days and will state a date by which such copies of such requested books and records will be produced to

of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge is computed at twenty percent (20%) of the labor charge made to cover any labor costs associated with a particular request. By way of example, if one hour of labor is expended in processing a particular request for information, the overhead charge would be $3.00 ($15.00 for one hour of labor multiplied by 20% or .20).

(D) Miscellaneous Supplies:

The Association shall also charge a Requesting Member for the actual cost of miscellaneous supplies, such as labels, boxes, and other supplies, used to produce the requested information to the Requesting Party.

(E) Postal and Shipping Charges:

The Association shall also charge a Requesting Member for any related postal or shipping expenses that are necessary to transmit the reproduced information to the Requesting Party.

4. Advance Payment of Production and Copying Charges

The Association requires advance payment by the Requesting Member of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by this Policy. Within thirty (30) business days from the date copies of the requested information are delivered to the Requesting Party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").

If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount to the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member.

(excluding any applicable additional charges that may be associated with a particular request, such as labor or overhead charges). The charges for nonstandard copies are:

(a)	Diskette	$1.00
(b)	Magnetic tape	actual cost
(c)	Data cartridge	actual cost
(d)	Tape cartridge	actual cost
(e)	CD	$1.00
(f)	DVD	$3.00
(g)	JAZ drive	actual cost
(h)	Other electronic media	actual cost
(i)	VHS video cassette	$2.50
(j)	Audio cassette	$1.00
(k)	Oversize paper copy	$.50
(l)	Specialty paper	actual cost

(B) Labor Charges:

Labor charges consist of the labor costs incurred in processing a request for information or records, and include the actual time to locate, compile, manipulate data, and reproduce the requested information or record. The charge for labor costs incurred in processing a request for information is $15 an hour.

(C) Overhead Charges:

Whenever a labor charge is incurred in processing a request for information or records, the Association shall also charge a Requesting Member for any other direct and indirect costs incurred in processing a request for information, including an overhead charge to cover such costs as depreciation

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be paid by the Requesting Member within thirty (30) business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely pay the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

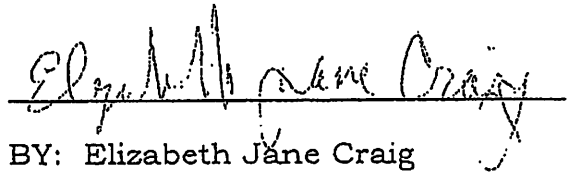
CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Elizabeth Jane Craig, as the duly elected, qualified, and acting Secretary of the Cottonwood Property Owners, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Document Retention Policy was duly adopted by the Board of Directors of the Association at a meeting of the Board on May 25, 2017, and shall take effect upon its recording in the Official Public Records of Cameron County, Texas.

COTTONWOOD CREEK PROPERTY

OWNERS, INC.

A Texas nonprofit corporation



BY: Elizabeth Jane Craig

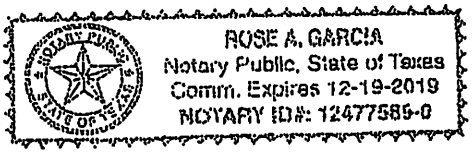
ITS: Secretary

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on the 30 day of May, 2017 by Elizabeth Jane Craig, Secretary of Cottonwood Creek Property Owners, Inc., a Texas nonprofit corporation.

SEAL



Notary Public Signature

Register
Cl County

CERTIFICATION

IN WITNESS WHEREOF, the undersigned, Elizabeth Jane Craig, as the duly elected, qualified, and acting Secretary of the Cottonwood Property Owners, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that this Document Retention Policy was duly adopted by the Board of Directors of the Association at a meeting of the Board on May 25, 2017, and shall take effect upon its recording in the Official Public Records of Cameron County, Texas.

COTTONWOOD CREEK PROPERTY

OWNERS, INC.

A Texas nonprofit corporation

Elizabeth Jane Craig

BY: Elizabeth Jane Craig

ITS: Secretary

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on the 30 day of May, 2017 by Elizabeth Jane Craig, Secretary of Cottonwood Creek Property Owners, Inc., a Texas nonprofit corporation.

SEAL

ROSE A. GARCIA
Notary Public, State of Texas
Comm. Expires 12-19-2019
NOTARY ID#: 12477565-0

Notary Public Signature