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**CORPORATE CERTIFICATE**  
**PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION**

The undersigned certifies that he is the President of Peach Creek Plantation Property Owners Association (the "Association"). The Association is the property owners' association for Peach Creek Plantation, Peach Creek Estates, and ZOE Estates, subdivisions in Montgomery County, Texas and San Jacinto County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas and the Map Records of San Jacinto County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the **Records Production Policy of Peach Creek Plantation Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 19<sup>th</sup> day of April, 2012.

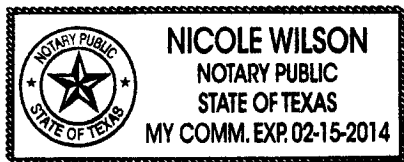
**PEACH CREEK PLANTATION**  
**PROPERTY OWNERS ASSOCIATION**


By:   
Charles N. Freeman, President

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 19<sup>th</sup> day of April, 2012, by CHARLES N. FREEMAN, President of PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



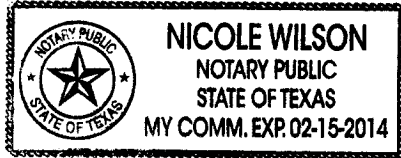
  
NOTARY PUBLIC, State of Texas



THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 19 day of April, 2012, by CHARLES N. FREEMAN, President of PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.



Nicole Wilson  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING RETURN TO:**

Peach Creek Plantation POA  
3615 N. Duck Creek Road  
Cleveland, Texas 77328

**RECORDS PRODUCTION POLICY OF  
PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Records Production Policy is as follows:

- Peach Creek Plantation, Section One, Montgomery County, Texas;
- Peach Creek Plantation, Section Two, Montgomery County, Texas;
- Peach Creek Plantation, Section Three, Montgomery County, Texas;
- ZOE Estates, Montgomery County, Texas;
- Peach Creek Estates, Section One, San Jacinto County, Texas;

**WHEREAS**, pursuant to the authority vested in Peach Creek Plantation Property Owners Association (the "Association") in the covenants, conditions and restrictions applicable to said properties and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Production Policy; and

**WHEREAS**, the Association keeps books and records of account and Minutes of the proceedings of its members and Board of Directors; and

**WHEREAS**, the Board desires to set the procedure for owners, during reasonable business hours, to inspect, and/or copy the books and records of the Association; and

**WHEREAS**, it is desirable to impose certain reasonable restrictions to maintain control and minimize the disruption of normal business.

**NOW, THEREFORE, BE IT RESOLVED** that the following requirements are hereby established for the inspection and/or copying of the records of the Association:

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and

- c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
  - (1) *format*: electronic files, compact disk or paper copies
  - (2) *delivery method*: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
  - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; 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-Peach Creek Plantation Property Owners Association 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.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
  
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
  
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
  - a. black and white 8½"x11" single sided copies ..... \$0.10 each
  - b. black and white 8½"x11" double sided copies ..... \$0.20 each
  - c. color 8½"x11" single sided copies ..... \$0.50 each
  - d. color 8½"x11" double sided copies ..... \$1.00 each
  - e. PDF images of documents ..... \$0.10 per page
  - f. compact disk ..... \$1.00 each
  - g. labor and overhead ..... \$18.00 per hour
  - h. mailing supplies ..... \$1.00 per mailing
  - i. postage ..... at cost
  - j. other supplies ..... at cost
  - k. third party fees ..... at cost
  
8. 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.
  
9. 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.
  
10. 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.

11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.


This Policy is effective upon recordation in the Public Records of Montgomery County, Texas and San Jacinto County, Texas, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

This is to certify that the foregoing Policy was adopted by the Board of Directors and is effective as of April 19, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 19 day of April, 2012.

**PEACH CREEK PLANTATION  
PROPERTY OWNERS ASSOCIATION**

By:   
Charles N. Freeman, President

**FILED FOR RECORD**

04/23/2012 2:13PM

*Mark Turnbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number  
sequence on the date and at the time stamped herein  
by me and was duly RECORDED in the Official Public  
Records of Montgomery County, Texas.

**04/23/2012**



*Mark Turnbull*

County Clerk  
Montgomery County, Texas



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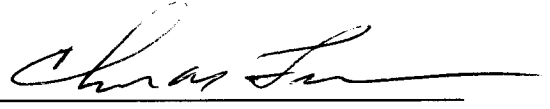
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The Association is a Texas non-profit corporation, and a true and correct copy of the **Records Retention Policy of Peach Creek Plantation Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 19 day of April, 2012.

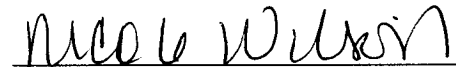
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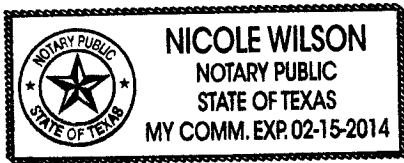
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STATE OF TEXAS §

COUNTY OF MONTGOMERY §

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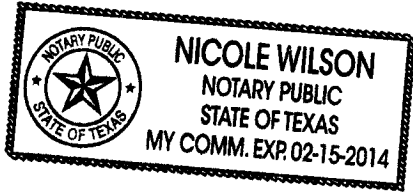
  
Notary Public – State of Texas



THE STATE OF TEXAS §

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Nicole Wilson  
Notary Public – State of Texas

**AFTER RECORDING RETURN TO:**

Peach Creek Plantation POA  
3615 N. Duck Creek Road  
Cleveland, Texas 77328

**RECORDS RETENTION POLICY OF  
PEACH CREEK PLANTATION PROPERTY OWNERS ASSOCIATION**

**WHEREAS**, the property affected by this Records Retention Policy is as follows:

- Peach Creek Plantation, Section One, Montgomery County, Texas;
- Peach Creek Plantation, Section Two, Montgomery County, Texas;
- Peach Creek Plantation, Section Three, Montgomery County, Texas;
- ZOE Estates, Montgomery County, Texas;
- Peach Creek Estates, Section One, San Jacinto County, Texas;

**WHEREAS**, pursuant to the authority vested in Peach Creek Plantation Property Owners Association (the "Association") in the covenants, conditions and restrictions applicable to said properties and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Records Retention Policy; and

**WHEREAS**, the Association keeps books, records of account, minutes, bank records, tax information, insurance records, real estate records, and other information, in the regular course of its business; and

**WHEREAS**, the Board desires to set a schedule for retaining such records and other information maintained by the Association; and

**WHEREAS**, it is desirable to set a reasonable records retention schedule to maintain control, effective record keeping, and to effectively conduct the Association's normal business.

**NOW, THEREFORE, BE IT RESOLVED** that the following records retention schedule is established by the Association:

**I. CORPORATE "LEGAL" DOCUMENTS & RECORDS**

The following records are to be retained permanently:

- Articles of Incorporation / Certificate of Formation
- Bylaws
- Restrictive Covenants / Declaration
- Amendments to the Articles of Incorporation / Certificate of Formation
- Amendments to the Bylaws
- Amendments to the Restrictive Covenants / Certificate of Formation
- Deeds for Association Property
- Annexation Records

- Plats
- Management Certificates

## **II. CORPORATE FINANCIAL RECORDS**

The following Financial Records and Reports shall be kept for seven (7) years:

- Check Register
- Trail Balance
- Prepaid/Accounts Receivable
- Income Statements
- Detailed General Ledger
- Accounts Payable
- Bank Statements/Bank Reconciliations / Cancelled Checks
- Approved Annual Budget
- Annual Assessment Roll and sample of a typical assessment statement
- Year End Audits / Tax Returns

## **III. MINUTES OF MEETINGS**

The following records are to be retained for seven (7) years:

- Approved Minutes of Board Meetings
- Approved Minutes and Records of ACC Meetings
- Approved Minutes of Committee Meetings
- Approved Minutes of Annual and Special Meetings of Members

## **IV. ACCOUNT RECORDS OF CURRENT OWNERS:**

Account records shall be kept for five (5) years.

## **V. CONTRACTS:**

Contracts with a term of more than one (1) year are to be retained for four (4) years after contract expires.

## **VI. RECOMMENDED RETENTION FOR OTHER CORPORATE RECORDS (in alphabetical order):**

**Bids/Proposals:** Information related to solicitations for bids or proposals shall be retained for three (3) years after the origination date or for as long as the information is deemed useful.

**Board Files/Packages** from board meetings: Other documents included in the Board package shall be retained for three (3) years.

**Budget Support files:** Financial reports associated with the development of the annual budget shall be kept for three (3) years after the year for which they were prepared.

**Committee Files** (agendas, meeting notes, etc.): Minutes of committee meetings shall be permanently retained. Other documents need only be retained for three years or as long as deemed useful to the Committee with respect to an on-going project.

**Contracts With a Term of Less Than One Year:** Four (4) years after the date the contract is terminated. If a warranty is expressly provided in the contract, the contract shall be retained for a period of five (5) years after the date the warranty expires.

**Correspondence:** General Correspondence, not in relation to particular property or property owner shall be retained for five (5) years after the origination date or for as long as the information is deemed useful, whichever is longer.

**Insurance Claims (Settled):** Settled insurance claims shall be retained for five (5) years after the date the claim is settled.

**Insurance Policies (Expired):** Expired insurance policies shall be retained for five (5) years after the date the policy terminates.

**Litigation Files (Settled):** Settled litigation files shall be retained for five (5) years after the date the matter is finally concluded; however, if the suit is in regard to a deed restriction suit in which a permanent injunction was obtained, the judgment shall be retained as long as it is in effect (which will usually be as long as the owner who was sued owns or occupies the property).

**Legal Opinions:** Opinions rendered by the Association's attorney shall be retained permanently.

**Legal Status Reports:** Routine monthly or quarterly status reports from the Association's attorney shall be retained for three (3) years.

**Newsletter / Directories / Inserts / Website Information or other electronic publications of the Association:** One (1) copy of each newsletter, directory, etc.,

shall be permanently retained. Other copies of a newsletter, etc. need not be retained for any length of time.

**Personnel Records (if any):** Personnel files, if any, (including wage rates, job description, etc.) shall be permanently retained and payroll records on a particular employee shall be retained for five (5) years after the date of termination.

**Procedures/Policies/Resolutions of the Board:** Procedures, policies, and resolutions of the Board shall be retained for as long as they are in effect. If a Procedure, Policy, or Resolution of the Board is changed, a copy of the original Procedure shall be retained for five (5) years beyond the date that the procedure was adopted or the date the procedure was changed, whichever is longer.

**Reserve Studies:** A copy of the Association's Reserve Study shall be retained for the period of time covered by the study plus three (3) years.

**Special Projects:** Records relating to a special project shall be retained for the duration of the special project, plus three (3) (except to the extent that documents relating to a special project may be addressed under a different category such as contracts).

**Work Orders/Facility Inspection Reports/ Building Repair Information:** Records relating to work orders, etc. shall be retained for a period of three (3) years beyond the date of completion of the work, inspection, etc.

## **VII. RECOMMENDED RETENTION FOR RECORDS RELATING TO INDIVIDUAL MEMBERS OR MEMBER PROPERTIES:**

**Applications for Improvements and New Construction Files (Plans):** Applications and plans related to improvements to members' properties shall be retained for five (5) years from the date of completion of the proposed improvement. Record that a particular improvement has been approved by the association should be retained permanently.

**Correspondence:** Correspondence to, from, or relating to a member account that is not in connection with a deed restriction violation or accounts receivable activity shall be retained for five (5) years past the origination date or as long as it is deemed useful to the association. Ex. – Title, ownership, or closing information (three years after an ownership change), or a letter from homeowner requesting information on the MUD ditch that abuts the property (three years from date of letter.)

**Deed Restriction Activity for Member Properties:** Records relating to deed restriction violation activity for members shall be retained for five (5) years after the

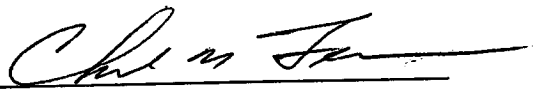
violation is corrected. If the violation resulted in a suit, any judgment obtained should be retained as long as it is in effect.

This is to certify that the foregoing Schedule was adopted by the Board of Directors and is effective as of April 19, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 19 day of April, 2012.

**PEACH CREEK PLANTATION  
PROPERTY OWNERS ASSOCIATION**

By:   
Charles N. Freeman, President

**FILED FOR RECORD**

04/23/2012 2:13PM

*Mark Tumbull*

COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY

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**04/23/2012**



*Mark Tumbull*

County Clerk  
Montgomery County, Texas



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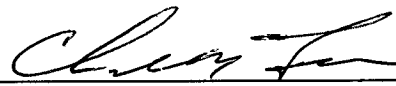
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The Association is a Texas non-profit corporation, and a true and correct copy of the **Payment Plan Policy of Peach Creek Plantation Property Owners Association** is attached to this certificate as Exhibit "A."

Signed this 19 day of April, 2012.

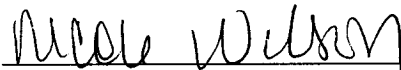
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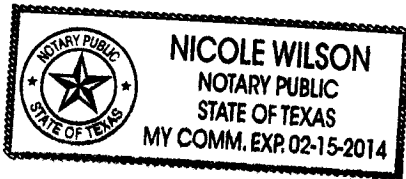
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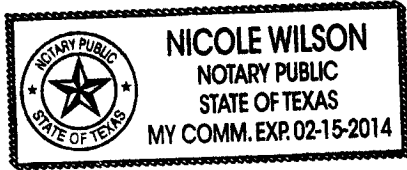
  
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Nicole Wilson  
Notary Public – State of Texas

**AFTER RECORDING RETURN TO:**

Peach Creek Plantation POA  
3615 N. Duck Creek Road  
Cleveland, Texas 77328

**PAYMENT PLAN POLICY OF**  
**PEACH CREEK PLANTATION PROPERTY OWNERS**  
**ASSOCIATION**

**WHEREAS**, the property affected by this Payment Plan Policy is as follows:

- Peach Creek Plantation, Section One, Montgomery County, Texas;
- Peach Creek Plantation, Section Two, Montgomery County, Texas;
- Peach Creek Plantation, Section Three, Montgomery County, Texas;
- ZOE Estates, Montgomery County, Texas;
- Peach Creek Estates, Section One, San Jacinto County, Texas;

**WHEREAS**, pursuant to the authority vested in Peach Creek Plantation Property Owners Association (the "Association") in the covenants, conditions and restrictions applicable to said properties and as required by the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") hereby promulgates the following Payment Plan Policy.

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and requirements are hereby established for Association Payment Plans:

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.

- a. Total balance up to 2 times annual assessment ... up to 6 months;
  - b. Total balance up to 3 times annual assessment ... up to 12 months;
  - c. Total balance greater than 3 times annual assessment ... up to 18 months.
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
  7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
  8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
  9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
    - a. fails to return a signed Payment Plan form with the initial payment; or
    - b. misses a payment due in a calendar month; or
    - c. makes a payment for less than the agreed upon amount; or
    - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

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

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

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

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors and is effective as of April 19, 2012, until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby approves and authorizes the above Policy.

Signed this 19 day of April, 2012.

**PEACH CREEK PLANTATION  
PROPERTY OWNERS ASSOCIATION**

By:   
Charles N. Freeman, President

**FILED FOR RECORD**

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COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

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**04/23/2012**



County Clerk  
Montgomery County, Texas