



AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF McLENNAN §

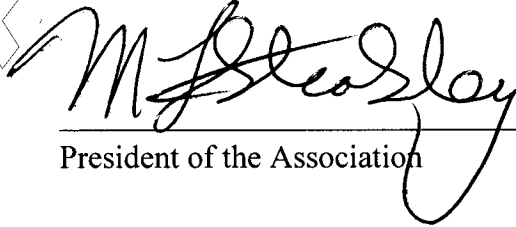
Before me, the undersigned authority, on this day personally appeared MARVIN L. STEAKLEY, President of AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, (the *Association*), who, after being duly sworn, deposed and said:

My name is MARVIN L. STEAKLEY. I am eighteen (18) years of age; I have never been convicted of a crime; I am fully competent and authorized to make this Affidavit; and I have personal knowledge of the facts stated herein. I further depose and say:

This Affidavit is given in order to provide public notice of the Association's Records Production and Copying Policy, Enforcement Policy, and Alternative Payment Schedule pursuant to Chapter 209 of the Texas Property Code.

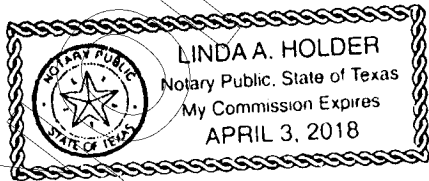
The above-described documents are, to the best of my knowledge and belief, true and correct copies of policies and procedures applicable to operation of the Association that were unanimously adopted by the Association's Board of Directors on February 10, 2015.

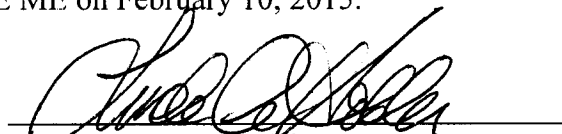
Further, the Affiant sayeth not.



President of the Association

SWORN TO AND SUBSCRIBED BEFORE ME on February 10, 2015.





Notary Public in and for
The State of Texas

Records Production and Copying Policy

Date: February 10, 2015

Subdivision: AUSTIN COLONY, a subdivision located in McLennan County, Texas, according to the plat recorded under Clerk's File No. 2005004493 in the Official Public Records of McLennan County, Texas.

Property Owners Association: AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

Charges: Charges for examining and copying Property Owners Association information are set out in Exhibit A.

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably 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 Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by Owners includes but is not limited to—

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an Owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual Owner; (b) an Owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an Owner's contact information, other than the Owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an Owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An Owner or the Owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the County Clerk of McLennan County, Texas.

2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and—

- a. if an inspection is requested, the Property Owners Association, on or before the tenth (10th) business day after the date the Property Owners Association receives the request, will 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 Property Owners Association; or
- b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Property Owners Association receives the request.

4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth (10th) business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that—

- a. informs the Owner that the Property Owners Association is unable to produce the information on or before the tenth (10th) business day after the date the Property Owners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this subsection is given.

5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the Owner will identify the books and records for the Property Owners Association to copy and forward to the Owner.

6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners Association.


7. Before starting work on an Owner's request, the Property Owners Association must provide the Owner with a written, itemized statement of estimated Charges for examining and copying records related to the Owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.


8. Within ten (10) business days of the date the Property Owners Association sent the estimate of Charges, the Owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the Owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

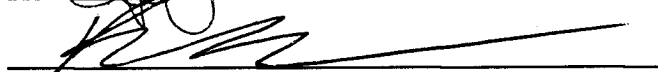
9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the Owner is entitled to a refund, and the refund will be issued to the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.

AUSTIN COLONY PROPERTY OWNERS
ASSOCIATION, INC., by its Board of Directors







Date: February 10, 2015

Exhibit A
Charges for Examining and Copying Property Owners
Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an Owner's request for Property Owners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty (50) or fewer pages of paper records, unless the documents to be copied are located in (a) two (2) or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the Owner's request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty (50) or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Property Owners 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 Property Owners Association chooses to recover such costs, the overhead charge will be computed at twenty percent (20%) of the charge made to cover any labor costs associated with a particular request.

For example, if one (1) hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .
- b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one (1) hour of labor for locating, compiling, and reproducing information ($\$15.00$ per hour) and one (1) hour of programming ($\$28.50$ per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty (50) or fewer pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Property Owners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents ($\$.10$) per page for standard-size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty (50) copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents ($\$.10$) per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two (2) copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one (1) side of a piece of paper that measures up to eight and one-half inches by fourteen inches (8-1/2" x 14").

2. A *nonstandard* copy includes everything but a copy of a piece of paper measuring up to eight and one-half inches by fourteen inches (8-1/2" x 14"). Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. 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—

- a. diskette— $\$1.00$;
- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;

- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. non-rewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches [8-1/2" x 14"]), greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

Guidelines for Alternative Payment Plans

Date: February 10, 2015

Subdivision: AUSTIN COLONY, a subdivision located in McLennan County, Texas, according to the plat recorded under Clerk's File No. 2005004493 in the Official Public Records of McLennan County, Texas.

Property Owners Association: AUSTIN COLONY PROEPRTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

Property Owners Association's Address: 126 Mecca Road, Waco, Texas 76710

Payment Plan Guidelines: A debt of \$500.00 or less may be paid in equal payments over a consecutive three-month period. A debt between \$500.01 and \$1,500.00 may be paid in equal payments over a consecutive six-month period. A debt of \$1,500.01 or more may be paid in equal payments over a consecutive twelve-month period.

Administrative Fee: A one-time charge of \$75.00 for a debt of \$500.00 or less, \$150.00 for a debt between \$500.01 and \$1,500.00, and \$250.00 for a debt of \$1,500.01 or more will be imposed.

Attorneys' Fees and Expenses: Reasonable attorneys' fees and court and other costs will be imposed if an Alternative Payment Plan Agreement is given to an attorney to enforce. These fees and expenses will bear interest at the Annual Interest Rate and will become part of the debt.

Annual Interest Rate: The lesser of (i) eighteen percent (18%) per annum or (ii) the maximum non-usurious interest rate then permitted under applicable state law.

The Property Owners Association establishes these guidelines to allow Owners who are delinquent in payment of a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt may result in nonmonetary penalties, such as loss of privileges.

Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

To be entitled to pay a debt under a payment plan, an Owner who is delinquent on a debt must submit a written request to the Property Owners Association.

Owners can make no more than one (1) request for a payment plan within a twelve-month period. The Property Owners Association is not required to enter into a payment plan agreement with an Owner who failed to honor the terms of a previous payment plan agreement during the two years following the Owner's default under the previous payment plan agreement.

AUSTIN COLONY PROPERTY OWNERS
ASSOCIATION, INC., by its Board of Directors

M. L. Steadley
[Signature]
[Signature]

Date: February 10, 2015

UNOFFICIAL COPY

Enforcement Procedures

Date: February 10, 2015

Subdivision: AUSTIN COLONY, a subdivision located in McLennan County, Texas, according to the plat recorded under Clerk's File No. 2005004493 in the Official Public Records of McLennan County, Texas.

Property Owners Association: AUSTIN COLONY PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation

Notice: Before the Board may (i) suspend an Owner's right to use a Common Area; (ii) file a suit against an Owner other than a suit to collect any Assessment; (iii) foreclose the Property Owners Association's lien; (iv) charge an Owner for property damage; or (v) levy a fine for violation of the Governing Documents, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice also must inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months and (ii) may request a hearing on or before the thirtieth (30th) day after the date the Owner receives the notice.

Hearing: If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and any sanction imposed. The Board may, but will not be

obligated to, suspend any proposed sanction if the violation is cured within a thirty (30) day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

Appeal: Following any hearing before a committee, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary with fifteen (15) days after the hearing date.

Changes in Law: The Board may change these enforcement procedures to comply with changes in law.

AUSTIN COLONY PROPERTY OWNERS
ASSOCIATION, INC., by its Board of Directors

M. J. Steadley

[Signature]

[Signature]

Date: February 10, 2015

UNOFFICIAL COPY

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

J. A. "Andy" Harwell

J. A. "Andy" Harwell, County Clerk
02/26/2015 10:11 AM
Fee: \$56.00
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McLennan County, Texas