

**BOARD POLICY RESOLUTION OF  
SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.**

**DATED: Nov. 22, 2011**

WHEREAS, Savannah South Community Association, Inc., is a Texas Non-Profit Corporation governed by the Texas Property Code, and more specifically Chapter 202-211; and,

WHEREAS, Savannah South Community Association, Inc. is, as of the date of the ratification and filing of this document, still under the "Declarant Control" phase as described in the Association's governing documents. Thus, during the Declarant Control period, the Declarant board, in its sole discretion, retains all rights to approve or deny any item contained within this policy to the extent it does not conflict with applicable law;

WHEREAS, Savannah South Community Association, Inc. is given authority to appoint committees as deemed appropriate in carrying out the purposes of the Board of Directors, as authorized under Article V of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc. is given authority to promulgate a Policy to regulate the installation, use and display of Solar Energy Devices as authorized under Texas Property Code § 202, et seq. as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc. is given authority to promulgate a Policy to regulate the installation, use and display of certain Roofing Materials, as authorized under Texas Property Code § 202, et seq. as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Rainwater Harvesting System(s), as authorized under Texas Property Code § 202, et seq. as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Flags, as authorized under Texas Property Code § 202, et seq. as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

WHEREAS, Savannah South Community Association, Inc., is given authority to promulgate a Policy to regulate the installation, use and display of certain Religious Items, as authorized under Texas Property Code § 202, et seq. as well as by Article III, Section B of the By-Laws for Savannah South Community Association, Inc.;

Said Policy Regarding the aforementioned items and improvements stating as follows:

Lambright & Associates  
5851 San Felipe, Suite # 860  
Houston, TX. 77057 ✓

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## POLICY REGARDING SOLAR ENERGY DEVICES

1. A "Solar Energy Device" has the meaning assigned by Section 171.107 of the Texas Tax Code.
2. Subject to the restrictions below, a property owner within Savannah South Community Association, Inc. may, at their own cost, install, maintain and utilize one or more Solar Energy Device(s) for the purpose of providing heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy.
3. Restrictions on Installation, Maintenance and Use of Solar Energy Devices
  - a. No owner may install, maintain or use a Solar Energy Device that, as determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.
  - b. No owner may install a Solar Energy Device on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.
  - c. No owner may install a Solar Energy Device on the property owned in common by the members of Savannah South Community Association, Inc. including but not limited to general common elements or limited common elements.
  - d. A Solar Energy Device installed upon the owner's own property may only be installed:
    - i. On the roof of the owner's home; or
    - ii. In a fenced yard or patio owned and maintained by the property owner.
  - e. Roof-mounted Solar Energy Devices must not:
    - i. Extend higher than or beyond the roofline;
    - ii. Fail to conform to the slope of the roof;
    - iii. Include a top edge that is not parallel to the roofline;
    - iv. Include a frame, support bracket or visible piping or wiring in a color other than silver, bronze or black
  - f. Solar Energy Devices located in a fenced yard or patio owned or maintained by the property owner must not:

Extend beyond or above the fence line;

g. No Solar Energy Device, regardless of location or type, may void material warranties, as installed.

h. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Solar Energy Device, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.

i. Savannah South Community Association, Inc. retains the right to withhold approval of any Solar Energy Device if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all homeowners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

## **II. POLICY REGARDING CERTAIN ROOFING MATERIALS**

1. An Owner who has already sought and received ARC approval to install shingles on the roof of their home, pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions, and who chooses to install specialized shingles designed primarily (1) to be wind resistant; (2) provide heating and cooling efficiencies greater than those provided by customary shingles; (3) provide solar generation capabilities, may install said specialty shingles, subject to the following restrictions:

a. The color and appearance of the shingles must be submitted to the ARC for approval, to ensure that said shingles resemble the shingles used or otherwise authorized by Savannah South Community Association, Inc. for use in the subdivision;

b. The shingles must be of equal or superior quality and durability to standard roofing shingles otherwise authorized by Savannah South Community Association, Inc. for use in the subdivision;

c. The shingles must, within the determination of Savannah South Community Association, Inc., match the aesthetics of properties adjacent to Owner's property;



d. No owner may install specialized shingles on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.

e. No owner may install specialized shingles on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.

f. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Specialized shingles, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.

g. Savannah South Community Association, Inc. retains the right to withhold approval of any Specialized shingles if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether a proposed Specialized shingles constitutes such a condition.

### **III. POLICY REGARDING RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS**

1. An Owner who has already sought and received ARC approval to install a Rain Barrel or other approved Rainwater Harvesting System on their property, pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions may install said Rain Barrel or other approved Rainwater Harvesting System, subject to the following restrictions:

a. No owner may install, maintain or use a Rain barrel or other approved rainwater harvesting system that has determined by a court of competent jurisdiction, threatens the public health or safety, or violates a law.

b. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.

c. No owner may install a Rain barrel or other approved rainwater harvesting system on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements.

d. A Rain barrel or other approved rainwater harvesting system may be installed in a fully-enclosed and fenced yard or patio owned and maintained by the property owner.

e. Rain barrel or other approved rainwater harvesting systems located in a fenced yard or patio owned or maintained by the property owner must not:

- i. Extend beyond or above the fence line;
- ii. Be located between the front of the Owner's property and an adjoining or adjacent street;

f. A Rain barrel or other approved rainwater harvesting system may only be installed at the side of a house, or in a location visible from a street, another lot or a common area subject to the following requirements:

- i. Reasonably sufficient area on the owner's property exists in which to install the rain barrel or other approved rainwater harvesting device. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether reasonably sufficient area exists on the owner's property;
- ii. Any rain barrel or other approved rainwater harvesting device must be of a color consistent with the color scheme of the property;
- iii. No rain barrel or other approved rainwater harvesting device may display language or other content that is not typically displayed by such a device or system as it is manufactured;

g. No Rain barrel or other approved rainwater harvesting system, regardless of location or type, may void material warranties, as installed.

h. Owner must submit an ARC application to Savannah South Community Association, Inc. prior to the installation, maintenance or use of any Rain barrel or other approved rainwater harvesting system, regardless of location or type. Procedures for approval will conform with those procedures already in place pursuant to Article VI of Declaration of Covenants, Conditions and Restrictions.

i. Savannah South Community Association, Inc. retains the right to withhold approval of any Rain barrel or other approved rainwater harvesting system if, in the written opinion of Savannah South Community Association, Inc., the placement of the device as proposed by the property owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to

determine whether a proposed Rain barrel or other approved rainwater harvesting system constitutes such a condition.

#### **IV. POLICY REGARDING DISPLAY OF CERTAIN RELIGIONS ITEMS**

1. An Owner may display certain religions items on the entry to owner's property subject to the following restrictions:

- a. Any religious item displayed must be motivated by the owner or resident's sincere religious belief;
- b. No displayed religious item may:
  - i. Threaten the public health or safety in any manner whatsoever;
  - ii. Violate any Federal, state or local laws;
  - iii. Contain language, graphics, or depictions that are patently offensive to a passerby;
  - iv. Be displayed in any location other than the entry door or door frame of the property;
  - v. Extend past the outer edge of the door frame of the owner's or resident's dwelling;
  - vi. Exceed a total area of twenty-five (25) square inches.
- c. Savannah South Community Association, Inc. reserves the right to remove any item so displayed that, in the judgment of Savannah South Community Association, Inc. violates one or more of the restrictions included herein. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a violation exists.

#### **V. POLICY REGARDING DISPLAY OF FLAGS**

1. An Owner may display certain (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official flag or replica flag of any branch of the United States armed forces on their property, subject to the following restrictions:

##### **General Restrictions**

- a. In addition to the requirements set forth herein below, display of the flag of the United States of America must conform with the requirements under the United States Code, Sections 5-46,



b. In addition to the requirements set forth herein below, display of the flag of the State of Texas must conform with the requirements under the Texas Government Code Section 3100.

c. Only one (1) freestanding flagpole or mounted flagpole bracket may be utilized by any owner or resident, per residence. No more than one (1) flag of the approved types delineated above may be displayed simultaneously.

d. No flag may be displayed or maintained in any manner other than on a freestanding flagpole, or via a mounted flagpole bracket.

e. All displayed flags, flagpoles and flagpole brackets must be maintained in good condition. In the event that any displayed flag, flagpole or flagpole bracket which is not, in the judgment of Savannah South Community Association, Inc. maintained in good condition, owner shall be responsible for repairing, replacing or removing said displayed flag, flagpole or flagpole bracket, upon written request of Savannah South Community Association, Inc. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists;

f. No displayed flags shall exceed three (3) feet in height, and five (5) feet in length;

g. No owner may install a Flag on the property owned or maintained by Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

h. No owner may install a Flag on the property owned in common by the members of Savannah South Community Association, Inc., including but not limited to general common elements or limited common elements, with the exception of a wholly enclosed, fenced yard or patio area.

#### Restrictions on Freestanding Flags

a. No flagpole located in or on an owner's property may exceed twenty (20) feet in height;

b. Any flagpole located in or on an owner's property must be constructed of a permanent, long-lasting material, with a finish appropriate to the material used in the construction of the flagpole, and harmonious with the dwelling;

c. No flagpole located in or on an owner's property may be located outside the applicable building setback lines for that lot;

d. If lights are used to illuminate the flag during evening hours, said lights must be directed in such a manner, and utilized at an intensity that does not substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists.

e. No flagpole halyard, flagpole snap-hooks or other fastening devices shall be allowed to generate noise of an intensity or frequency so as to substantially interfere with the use and enjoyment of other owners or residents by causing unreasonable discomfort or annoyance to other persons of ordinary sensibilities. Savannah South Community Association, Inc. shall be the sole arbiter to determine whether such a condition exists.

f. An owner or resident may be required to utilize flagpole snap-hook covers to eliminate flagpole noise at the request of Savannah South Community Association, Inc.

Restrictions on Flags Displayed in Flagpole Brackets

a. No flagpole mounted in a flagpole bracket may exceed five (5) feet in length.

b. If applicable, no flag displayed from a mounted flagpole bracket may extend beyond the airspace created by the boundaries of a fenced yard or patio area.

c. No mounted flagpole bracket may be affixed to any portion of the general or limited common elements.

THEREFORE, BE IT RESOLVED THAT, Savannah South Community Association, Inc. adopts a uniform Policy to apply to all Unit Owners, within Savannah South Community Association, Inc.;

BE IT FURTHER RESOLVED THAT, the Policy approved by this resolution touch and concern all Lots within Savannah South Community Association, Inc., and shall run with the land to all subsequent owners of said Lots;

The Board of Directors of Savannah South Community Association, Inc. Hereby memorializes in its minutes its formal resolution providing a uniform Policy for all Lots within Savannah South Community Association, Inc.



Dated: November 23, 2011

**CERTIFICATION**

I, the Keith Schooner, being the President of Savannah South Community Association, Inc. ("the Association"), hereby certify that the foregoing Resolution was adopted by at least a majority of the Council's Board of Directors.

By: Keith Schooner  
President

**ACKNOWLEDGEMENT**

The foregoing instrument, ~~entitled "COLLECTION POLICY"~~, was acknowledged by Keith Schooner as President of the Savannah South Community Association, Inc., on the 23rd day of November, 2011.



Monica D. Vega Duffield  
Notary Public, in and For the  
State of Texas

**AFTER RECORDING, RETURN TO:**

Lambright & Associates  
5851 San Felipe, Suite 860  
Houston, Texas 77057

## MAINTENANCE FEES/ COLLECTION POLICY

### 1. Application of Assessments, Charges, Fines and Fees

(a) For purposes of calculating an Owner's account balance with the Association, payments received from owners will be applied in the following order, except as provided in 1(b), below:

1. Delinquent assessments; then
2. Current assessment; then
3. Attorney or third party collection service fees solely related to the delinquency; then
4. Any other attorney's fees on the account; then
5. Fines levied by the Association pursuant to the governing documents; then
6. Any other items owed by the Owner.

(b) If, at the time the property owners' association receives a payment from a property owner, the owner is in default under a payment plan entered into with the association: (1) the association is not required to apply the payment in the order of priority specified in section 1(a) and (2) in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

### 2. Maintenance Assessment Due Date; Late Charges.

All annual assessments and related charges are due in full on the 1<sup>st</sup> day of January and are deemed delinquent if not received in the management office by 5:00 pm. on January 31<sup>st</sup>. All special assessments are due in full within thirty (30) days. Penalties and interest will be posted against delinquent accounts for all assessments and related charges deemed delinquent.

All assessment account balances, which shall include any applicable late fee charges and attorney's fees, shall bear interest at a rate of ten percent (10%) per annum accruing on the 30<sup>th</sup> day from the original due date.

### 3. Procedures and Additional Fees

- If there is any account balance due on an assessment account for any Lot, after the last day of January for the respective assessment year, the managing agent shall send a notice reminding the Unit Owner that the assessment is late, and it must be paid within thirty (30) days. In the event such a delinquent assessment notice is sent to the Owner by the managing agent, a \$50.00 collection fee will be charged to the defaulting Unit Owner. The managing agent shall inform the Unit Owner that the Unit Owner has the right to

dispute the amount before the Board of Directors if written request is received within thirty (30) days of receipt of the letter. The letter shall also inform the Unit Owner that after 30 days (giving a date certain) if the account remains unpaid, it is subject to being turned over to counsel for the Association to begin formal collection activities.

- Once turned over, the attorney for the Association is authorized to send a demand letter demanding payment for the account within thirty (30) days of such letter.
- If the Unit Owner does not pay in full after the attorney's first demand letter, the attorney is authorized to send a second letter demanding payment within ten (10) days under the threat that the property will post for foreclosure or that suit will be filed.
- If the assessments are not paid in full pursuant to the above demands, the attorney is authorized to pursue foreclosure pursuant to the Texas Property Code, and after having conformed with all legal requirements, to post the property for foreclosure at the next available foreclosure posting date in accordance with the Texas Property Code and the Statute governing the Association, along with its By-Laws, corporate charters, and resolutions of the Board of Directors.
- If arrangements have not been made by the Unit Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale in accordance with applicable law. The Association may bid at such sale by and through its attorney.
- The attorney's office will not seek foreclosure of a property through any method until the balance of unpaid assessments on said property is greater than or equal to one (1) year's worth of maintenance assessments.
- The Board President, Secretary, Treasurer, and the property manager are authorized to appoint the Association's attorney(s) as Trustee/Substitute Trustee to notice and hold the sale.
- After foreclosure, the lender holding the first lien on the property, and the Unit Owner will be notified of the Association's action, at the last known address on file with the Association or any other address located by the Association's counsel.
- If after foreclosure, a Unit Owner or his tenant continues to occupy the Unit, a forcible detainer action may be filed seeking possession and ouster.



dispute the amount before the Board of Directors if written request is received within thirty (30) days of receipt of the letter. The letter shall also inform the Unit Owner that after 30 days (giving a date certain) if the account remains unpaid, it is subject to being turned over to counsel for the Association to begin formal collection activities.

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- If the assessments are not paid in full pursuant to the above demands, the attorney is authorized to pursue foreclosure pursuant to the Texas Property Code, and after having conformed with all legal requirements, to post the property for foreclosure at the next available foreclosure posting date in accordance with the Texas Property Code and the Statute governing the Association, along with its By-Laws, corporate charters, and resolutions of the Board of Directors.
- If arrangements have not been made by the Unit Owner to pay the account by the foreclosure day noticed in the posting notice, the property may be foreclosed and sold at foreclosure sale in accordance with applicable law. The Association may bid at such sale by and through its attorney.
- The attorney's office will not seek foreclosure of a property through any method until the balance of unpaid assessments on said property is greater than or equal to one (1) year's worth of maintenance assessments.
- The Board President, Secretary, Treasurer, and the property manager are authorized to appoint the Association's attorney(s) as Trustee/Substitute Trustee to notice and hold the sale.
- After foreclosure, the lender holding the first lien on the property, and the Unit Owner will be notified of the Association's action, at the last known address on file with the Association or any other address located by the Association's counsel.
- If after foreclosure, a Unit Owner or his tenant continues to occupy the Unit, a forcible detainer action may be filed seeking possession and ouster.

Give that collecting maintenance assessments is more of an art than a science, reasonable latitude is necessary to allow the Association's attorneys experience in collecting this type of debt to be fully utilized for the benefit of both the Association as a whole, and the individual owners.

Therefore, the Association's attorneys are authorized to enter into a payment plan without Board approval. However, the Association's counsel shall strive, excepting special circumstances, to have homeowners enter into payment plans in conformance with the following:

1. 50% of the balance as a down payment, may lower to one-third (1/3) for homestead owners with balances over \$3,000.00.

The payment plan will strive to conclude within six (6) months. However, homestead owner plans may be extended, if reasonable, to achieve approximately a \$500.00 per month cap.

3. If a payment plan is breached, an owner may be allowed a second payment plan on a showing of good faith or deposit of a substantial down payment. However, the Association's attorneys are not required to offer second payment plans, and on breach, may reinstitute the collection process.

**CERTIFICATION**

I, the Keith Schommer, being the President of Savannah South Community Association, Inc. ("the Association"), hereby certify that the foregoing Resolution was adopted by at least a majority of the Council's Board of Directors.

By: Keith Schommer  
President

**ACKNOWLEDGEMENT**

The foregoing instrument, entitled "~~COLLECTION POLICY~~", was acknowledged by Keith Schommer, as President of the Savannah South Community Association, Inc., on the 22nd day of March, 2011.



Monica D. Vega Duffield  
Notary Public, In and For the  
State of Texas



## RECORDS RETENTION & ACCESS POLICY

### 1. Association Records to be Made Available upon Proper Request.

a. **Written Request.** The records of the Association are available for inspection by Owners upon receipt of a proper written request received via U.S. Certified Mail, Return Receipt Requested, from an Owner. Emails or other communications are not sufficient. Records are available for inspection by an Owner's agent, attorney or certified public accountant, provided that the Owner makes such designation in writing. The written request must contain sufficient detail to identify the records requested.

b. **Inspection of Association Records.** Within ten (10) business days of receipt of a proper written request pursuant to 1 (a), *supra*, the Association will respond with the location and dates and times available for the inspection. The date and time for such inspection shall be mutually agreeable.

c. **Association Records not Available for Inspection.**

Absent written authorization by the affected Owner, the Association will not permit the inspection of (1) individual Owners' deed violation histories; (2) individual Owner's financial information; (3) individual Owner contact information other than their address at the property; (4) information pertaining to Association employees; or (5) records and files of the Association's attorney.

d. **Copies of Records.** At the request of an Owner, the Association will provide copies of specific records, within ten (10) business days, upon receipt of copy charges for said records. The Association may produce copies of requested records in paper, electronic or other format. If copies of requested records cannot be produced within ten (10) business days, then the Association shall send a notice to the Owner within the original ten (10) day period. In such event, copies will be produced within fifteen (15) days of said notice.

e. **Copy Charges.** For paper copies, the following charges will apply:

Item	Charge
8 1/2" x 11" paper	\$0.10 per page
11" x 17" paper	\$0.50 per page
Specialty Paper	Actual cost
Audio CD or Cassette	\$1.00 each



Item	Charge
DVD	\$3.00 each
Labor	\$15.00 per hour for actual time to locate, compile and reproduce records (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Overhead	20% of total labor charge (if more than 50 pages, or if records must be retrieved from an offsite storage facility)
Materials (labels, boxes, folders, etc., including postage)	Actual cost

If the estimated cost provided to the Requestor is more or less than the actual cost of producing the Requested Records, the Association shall, within thirty (30) days after producing the Requested Records, submit to the Requestor, either an invoice for additional amounts owed or a refund of the overages paid by the Requestor. If the final invoice includes additional amounts due from the Requestor, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) day after the date the invoice is sent to the Requestor, may be added to the Owner's account as an assessment by the Association. If the estimated costs exceeded the final invoice amount, the Requestor is entitled to a refund, and the refund shall be issued to the Requestor not later than the thirtieth (30th) business day after the date the invoice is sent to the Requestor.

**Association Records Retention Policy.** The Board of Directors adopts the following policy concerning retention of Association records, and directs its property manager to develop, administer, and adhere to the following:

- a. **Governing Documents.** Originals and/or certified copies of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-Laws of the Association, Amendments thereto, Policies passed by Board Resolution and/or Owners, other documents filed with the Secretary of State related to the Association, Rules and Regulations for the property and amendments thereto, shall be permanently kept in the offices of property management.
- b. **Association and Board Documents.** Originals and/or copies of agendas, meeting minutes and proposals, meeting notices, sign-in sheets, proxies, ballots and tally sheets pertaining to Annual and Special Meetings of Association Members, as well as agendas, meeting minutes, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.



**Accounting and Deed History Records.** Computerized accounting and deed restriction violation records for each Owner shall be maintained in electronic format by the property management company onsite for a period of two (2) years, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

**Other Association Files.** Originals and/or copies of file materials pertaining to an Owner's membership in the Association, including but not limited to maintenance assessment collection, deed restriction enforcement, correspondence, litigation matters, and other documents shall be kept in the offices of property management for two (2) years after such matter is closed, after which such records may be stored off-site at an appropriate location. After the expiration of seven (7) years, such documents may be destroyed.

**Association Communications.** Originals and/or copies of all communications sent and received by members of the Board of Directors on Association-owned computers, and those of agents of the Association conducting business on its behalf, shall be kept in their original format for five (5) years after which such documents may be destroyed.

**Litigation Hold.** In the event the Association is involved in litigation, a "litigation hold" will be placed on all correspondence, electronic communications, voice mail, reports and other documents relevant to the matter forming the subject of the litigation. In such event, this provision supersedes subsections (a-e). Retention policies for matters in litigation will be established on a case-by-case basis.

**CERTIFICATION**

I, Keith Schoonover, being the President of Savannah South Community Association, Inc. ("the Association"), hereby certify that the foregoing Resolution was adopted by at least a majority of the Council's Board of Directors.

By: Keith Schoonover  
President

**ACKNOWLEDGEMENT**

The foregoing instrument, ~~entitled "COLLECTION POLICY"~~, was acknowledged by Keith Schoonover as President of the Savannah South Community Association, Inc., on the 22nd day of November, 2011.



Monica Vega Duffield  
Notary Public, In and For the State of Texas

Unofficial Copy

Doc# 2011049479  
# Pages 16  
12/02/2011 1:16PM  
Official Public Records of  
BRAZORIA COUNTY  
JOYCE HUDMAN  
COUNTY CLERK  
Fees \$76.00

*Joyce Hudman*