AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER A. PRITCHARD, who, being by me duly sworn according to law, stated the following under oath:

"My name is CHRISTOPHER A. PRITCHARD. I am the President of Stone Oak Communities of Mutual Amenities, Incorporated, (aka SOCOMA, Inc.), and I have been authorized by the Association's Board of Directors to sign this Affidavit. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

The Association is a "property owners' association" as that term is defined in *TEX. PROP. CODE § 202.001.* The Association's jurisdiction includes, but may not be limited to, the property subject to:

Those certain subdivisions known as Hills of Stone Oak Unit I, Hills of Stone Oak Unit II, Stone Canyon Unit I, The Glen at Stone Oak Unit I, and The Glen at Stone Oak Unit II, each subject to their respective declaration: the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit I, recorded in Volume 3329, Page 2073 of the Official Public Records of Real Property of Bexar County, Texas; the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit II, recorded in Volume 3437, Page 293 of the Official Public Records of Real Property of Bexar County, Texas; the Declaration of Covenants, Conditions, and Restrictions for Stone Canyon Unit I, recorded in Volume 3320, Page 2051 of the Official Public Records of Real Property of Bexar County, Texas; the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit I, recorded in Volume 7381, Page 510 of the Official Public Records of Real Property of Bexar County, Texas; and, the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit II, recorded in Volume 8450, Page 490 of the Official Public Records of Real Property of Bexar County, Texas; subject to all amendments, annexations and supplements thereto (collectively, the "Declaration"); and the By-Laws of Stone Oak Communities of Mutual Amenities, Inc., recorded in Volume 3330, Page 1 of the Official Public Records of Real Property of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Stone Oak Communities of Mutual Amenities, Incorporated
Resolution Adopting Statement of Policies

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

SOCOMA, Inc.
Attn: Vickie Johnson
1000 Knights Cross,
San Antonio, TX 78258
(520) 204-6566

SIGNED on this the 23 day of November, 2020.

CHRISTOPHER A. PRITCHARD
President
Managing Agent

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER A. PRITCHARD, President of Stone Oak Communities of Mutual Amenities, Incorporated, who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 23 day of NOVEMBER, 2020.

NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
Erika Jane Johnson
My Commission Expires
06/29/2024
ID No. 3190111

After Recording, Return To:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
(210) 341-2020

STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED
RESOLUTION ADOPTING STATEMENT OF POLICIES

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

WHEREAS, the Board of Directors of Stone Oak Communities of Mutual Amenities, Incorporated, (aka SOCOMA, Inc.) ("Association") is the established governing body of the properties known as: Hills of Stone Oak Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit I, recorded in Volume 3329, Page 2073 of the Official Public Records of Real Property of Bexar County, Texas; Hills of Stone Oak Unit II, subject to the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit II, recorded in Volume 3437, Page 293 of the Official Public Records of Real Property of Bexar County, Texas; Stone Canyon Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for Stone Canyon Unit I, recorded in Volume 3320, Page 2051 of the Official Public Records of Real Property of Bexar County, Texas; The Glen in Stone Oak Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit I, recorded in Volume 7381, Page 510 of the Official Public Records of Real Property of Bexar County, Texas; and, The Glen in Stone Oak Unit II, subject to the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit II, recorded in Volume 8450, Page 490 of the Official Public Records of Real Property of Bexar County, Texas; subject to all amendments, annexations, or supplements thereto (collectively the "Declaration"), and the By-Laws of Stone Oak Communities of Mutual Amenities, Inc., recorded in Volume 3330, Page 1 of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the By-Laws of the Association and all policies, rules and regulations duly adopted by the Association (collectively, "Governing Documents"), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Hills of Stone Oak, Units I & II, Stone Canyon Unit I, and The Glen at Stone Oak, Units I & II, including but not limited to, the common facilities owned by the Association; and

WHEREAS, it has been determined by the Board of Directors that it is necessary to adopt certain policies as mandated by Tex. Prop. Code and for the aesthetics, health, safety and welfare of the Owners, Residents, visitors and guests of Hills of Stone Oak, Units I & II, Stone Canyon Unit I, and The Glen at Stone Oak, Units I & II. The Statement of Policies are in addition to the covenants, conditions and restrictions contained in the Declaration.

THEREFORE, BE IT RESOLVED:

The Statement of Policies attached hereto as Exhibit "A" providing for a Collection and Payment Plan Policy, Records Retention and Destruction Policy, and Records Production and Copying Policy, by unanimous vote of the Board of Directors, was approved and adopted. The Statement of Policies shall become effective when filed in the Official Public Records of Bexar County, Texas.

This Resolution Adopting Statement of Policies is adopted this 23 day of November, 2020, by the Board of Directors of Stone Oak Communities of Mutual Amenities, Incorporated, (aka SOCOMA, Inc.).

STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED

By: _____
Name: CHRISTOPHER A. PRITCHARD
Title: PRESIDENT
Member of the Board of Directors

VERIFICATION

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

NOTARY PUBLIC STATE OF TEXAS
Erika Jane Johnson
My Commission Expires
06/29/2024
ID No. 3190111

BEFORE ME, the undersigned authority, on this day personally appeared Christopher A. Pritchard Member of the Board of Directors of STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED, who, after being duly sworn, acknowledged and stated under oath that he/she has read the above and foregoing Affidavit and that every factual statement contained therein is within his/her personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 23 day of November 2020.

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED
STATEMENT OF POLICIES

This Statement of Policies ("Statement of Policies") of the Stone Oak Communities of Mutual Amenities, Incorporated, (aka SOCOMA, Inc.) (the "Association") was duly adopted on the 23 day of November, 2020, setting forth certain policies of the Association in connection with the management of the Association and the properties known as: Hills of Stone Oak Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit I, recorded in Volume 3329, Page 2073 of the Official Public Records of Real Property of Bexar County, Texas; Hills of Stone Oak Unit II, subject to the Declaration of Covenants, Conditions, and Restrictions for Hills of Stone Oak Unit II, recorded in Volume 3437, Page 293 of the Official Public Records of Real Property of Bexar County, Texas; Stone Canyon Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for Stone Canyon Unit I, recorded in Volume 3320, Page 2051 of the Official Public Records of Real Property of Bexar County, Texas; The Glen in Stone Oak Unit I, subject to the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit I, recorded in Volume 7381, Page 510 of the Official Public Records of Real Property of Bexar County, Texas; and, The Glen in Stone Oak Unit II, subject to the Declaration of Covenants, Conditions, and Restrictions for The Glen in Stone Oak Unit II, recorded in Volume 8450, Page 490 of the Official Public Records of Real Property of Bexar County, Texas; subject to all amendments, annexations, or supplements thereto (collectively the "Declaration"), the By-Laws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Statement of Policies for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Statement of Policies shall become effective as of the date the Statement of Policies is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

I.
COLLECTON AND PAYMENT POLICY

This Collection and Payment Plan Policy ("Collection and Payment Plan Policy") is adopted under the requirements of the TEX. PROP. CODE § 209.0062 for the adoption of an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted collection or payment policies are of no further force or effect.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

1. Due Date of Assessments

A. Annual Assessments: Annual assessments shall be due and payable as of January 1st of each year and shall be collected quarterly in advance on the first (1st) day of January, April, July, and October of each year until amended by the Board of Directors. The quarterly assessment payments shall be due and payable on the first (1st) day of each quarter ("Due Date"). If payments are not received within ten (10) days of the Due Date, the payment is considered late and a Past Due Notice will be sent. If not paid within thirty (30) days of the Due Date, a delinquent account shall commence on the first (1st) day of the month following the Due Date, accruing late fees (if

applicable), interest, and administrative fees, as permitted by the Governing Documents of the Association.

B. Special Assessments: Special assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

C. Other Assessments and Charges. Other assessments, charges, and fees, if applicable, shall be due and payable per the due date contained in the invoice from the Association to the Owner.

D. Receipt of Billing: It is the duty and obligation of each Owner to notify the Association by the 10th of the month in which the assessment is due if no bill is received. It shall be no defense to the Owner's obligation to pay any amount due because of the Owner not receiving a bill.

2. Account Fees

A. Interest: Any account balance not paid within thirty (30) days of the specified Due Date ("Delinquent Account"), including all late fees (if applicable), administrative costs, collection costs, penalties, and expenses, including reasonable attorney's fees, shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate of interest allowed by law.

B. Lien and Filing Fees: For any Delinquent Account for which an affidavit of non-payment is filed, the Owner shall be charged the costs incurred by the Association for preparing and filing in the county records.

C. Return Payment Fee: If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of $30.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

D. Costs: All collection costs, administrative fees and expenses, including reasonable attorney's fees, shall be charged to the account of the delinquent Owner.

E. Administrative Fees: If the delinquent Owner requests a Payment Plan, in addition to the monthly assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All assessments, interest, charges, late fees (if applicable), and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts or enforcing the Declaration, By-Laws, rules, regulations, and/or policies of the Association, payable by an Owner shall be a charge on an Owner's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the TEX. PROP. CODE Chapter 209.

4. Account Information. It is the sole responsibility and obligation of the Owner to provide the Association current billing information. If no information is provided, it shall be the presumption the billing address is the Property address of the Lot for which the assessment is due. Otherwise, the Association shall use the Owner's last known mailing address as reflected in the records of the Association.

5. Third-Party Collection Costs. An Owner who has a Delinquent Account shall be held liable for fees of a collection agent retained by the Association provided the Association complies with TEX.

PROP. CODE § 209.0064, as amended, and provides written notice to the Owner by certified mail, return receipt requested, at the Owner's address on record with the Association that:

A. Specifies each delinquent amount and the total amount of the payment required to make the account current;

B. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association;

C. Provides a period of at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken; and

D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Owner if the delinquency continues after a certain date.

6. Priority of Payments.

A. Except as provided by 6(B), payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority:

(i) Any delinquent assessment;

(ii) Any current assessment;

(iii) Any attorney's fees or third-party collection costs incurred by the Association associated solely with the assessments or any other charge that could provide the basis for foreclosure;

(iv) Any attorney's fees incurred by the Association that are not subject to 6(iii);

(v) Any fines assessed by the Association; and

(vi) Any other amount owed to the Association.

B. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified by Paragraph A above.

7. Delinquency Notification. The Association may cause to be sent the following notification(s) to delinquent Owners:

A. Past Due Notice. In the event any quarterly assessment payment balance remains unpaid thirty (30) days from the Due Date, the account will be considered delinquent and a Past Due Notice may be sent via regular mail to each Owner with a Delinquent Account setting forth all assessment(s), interest and other amounts due. The Past Due Notice will contain a statement that the full unpaid assessment is due and that the Owner is entitled to a Payment Plan as required by the TEX. PROP. CODE § 209.0062. In the event any Owner is unable to pay the assessment payment when due, as specified in the assessment billing, an Owner may enter into a Payment Plan as required by TEX. PROP. CODE § 209.0062 if eligible as per the Payment Guidelines contained herein. In the event an Owner chooses to enter a Payment Plan with the Association prior to turning

the file over to a third-party collection firm, a charge of Ten and No/100 Dollars ($10.00) per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third-party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third-party collection firm.

B. Statutory Notice. If, after a Past Due Notice has been sent, the delinquent assessment amount due (i.e., not to include unbilled quarterly assessments) is not paid in full, the Owner has not entered into a Payment Plan within sixty (60) days of the Due Date, or there is a default on the Payment Plan, a Statutory Notice required by TEX. PROP. CODE § 209.0064 or, alternatively, if the Association intends to suspend the Owner's privileges, a Statutory Notice compliant with TEX. PROP. CODE § 209.006, shall be sent via certified mail, return receipt requested, to each delinquent Owner. The Statutory Notice will set forth the following information and results of failure to pay, including explanation of:

(i) Amounts Due: All delinquent assessments and the total amount of the payment required to make the account current, including interest and other amounts due;

(ii) Payment Plan: Advise the Owner, if eligible, to enter into a payment plan and options available to the Owner;

(iii) Period to Cure: Advise the Owner has at least thirty (30) days for the Owner to cure the delinquency before further collection action is taken;

(iv) Hearing: If the Board of Directors elects to suspend an Owner's rights or privileges, prior to doing so, Owners shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Owner is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days of the date of the Statutory Notice sent to Owner;

If a hearing is requested within thirty (30) days of the date of the Statutory Notice, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

(v) Referral of Account: Advise that in the event the Delinquent Account is not paid in accordance with the demand, the Delinquent Account will be referred to an attorney and all collection costs will be charged to the delinquent Owner's account.

8. Referral of Account to Association Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary in consultation with the Board of Directors including, but not limited to: sending demand letters; filing a lawsuit against the delinquent Owner for a monetary judgment, and foreclosure; instituting an expedited foreclosure action or

judicial foreclosure proceeding; and, filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, if applicable, such foreclosure shall be accomplished pursuant to the requirements of TEX. PROP. CODE § 209.0092 by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by TEX. R. CIV. P. 735.3, which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure."

9. Bankruptcies. Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. Payment Plan Guidelines. The Association's payment plan guidelines ("Payment Plan") are as follows:

A. Unless otherwise ineligible as hereinafter stated, prior to any account being turned over to an attorney or third-party collection agent for collection, an Owner shall be permitted to make payments to the Association for delinquent annual or special assessments or any other amount owed to the Association.

B. The minimum term of a Payment Plan offered by the Association shall be three (3) months. The Association will consider specific facts and circumstances for each delinquent Owner and may extend the Payment Plan for a longer period not to exceed twelve (12) months.

C. All requests for a Payment Plan must be submitted by the delinquent Owner in writing and in a form provided by the Association.

D. So long as the Owner is paying under, and in accordance with, the Payment Plan, no additional monetary penalties shall accrue other than permitted monthly administrative fees as provided for herein.

E. The Payment Plan becomes effective upon the Association's receipt of:

(i) a Payment Plan prepared by the Association and signed by all titled Owners and the Association or its designated representative; and

(ii) the first payment delivered in accordance with the Payment Plan.

F. The Payment Plan is voided automatically without notice if the Owner:

(i) fails to return an executed Payment Plan and the initial payment;

(ii) fails to timely make any of the scheduled payments;

(iii) tenders a payment for less than the amount agreed upon in the Payment Plan; or

(iv) has any tendered payment dishonored for any reason.

G. The Association shall have no obligation to enter into a Payment Plan with an Owner for a period of two (2) years after an Owner has failed to comply with the terms of a previous Payment Plan.

H. All new assessments which accrue during the period of a Payment Plan shall be included in the total amount to be paid by the Owner according to the Payment Plan.

11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Owners and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Owner fails to pay their Delinquent Account after the file is forwarded to an attorney, suit is to be filed for collection of all amounts due and which accrue, including reasonable attorney's fees, and for the foreclosure of the lien against the Owner's Property for amounts permitted by law.

II.
RECORDS RETENTION AND DESTRUCTION POLICY

This Records Retention and Destruction Policy ("Records Retention and Destruction Policy") is adopted under the requirements of TEX. PROP. CODE § 209.005(m) for the adoption of a Records Retention and Destruction Policy that sets forth the schedule for retention and destruction of Association Records.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in TEX. PROP. CODE § 209.005(m).

2. Applicability of Policy. This Records Retention and Destruction Policy shall establish the periods for retention of Records by the Association and its Policy for the destruction of the Records after the lapse of the periods hereinafter stated. The Records of the Association existing from and after the date of adoption of this Records Retention and Destruction Policy shall be subject to retention and/or destruction as established by this Records Retention and Destruction Policy. All Records of the Association existing prior to the effective date of this Records Retention and Destruction Policy which are available to the Association as of the effective date of this Records Retention and Destruction Policy shall be subject to retention and/or destruction as established by this Records Retention and Destruction Policy. Any Records that do not have a records retention schedule stated herein may be destroyed and/or discarded at any time.

3. Storage of Documents. Records of the Association may be stored in paper and/or electronic form. All Records to be retained by the Association will be stored in a safe, secure, and reasonably accessible manner. Records which are essential to the day-to-day operation of the Association will be duplicated or backed up regularly and maintained in a location other than the principal office of the Association. The Association shall be responsible for maintaining the Records for the Association and complying with this Records Retention and Destruction Policy.

4. Legal Files and Records. If at any time the Association is involved in litigation or reasonably anticipates it will be involved in litigation in the future, legal counsel shall be consulted to determine the retention period of any Records which are or may be related to such litigation or which may otherwise be identified by legal counsel.

5. Records Retention Schedule. Records which are not listed on the following schedule but are substantially similar to those listed will be retained for the appropriate period of time.

Governing Documents	**Records Retention Schedule**

Declarations, Covenants, Conditions, and Restrictions and all amendments	Permanent
By-Laws and all amendments	Permanent
Articles of Incorporation, Certificate of Formation, and all amendments	Permanent
Policies and all amendments	Permanent
Corporate Documents	**Records Retention Schedule**
Board Meeting Minutes	Current year + 7
Membership Meeting Minutes	Current year + 7
Proxies and Voting Records	Current year + 7
Committee Meeting Minutes	Current year + 7
Personnel Records (if any)	7 years after separation of employment
Architectural Records	**Records Retention Schedule**
AC Applications, Approved or Denied	Permanent
AC Variances, Approved or Denied	Permanent
Financial Documents	**Records Retention Schedule**
General Ledgers and Journals	Current year + 7
Year End Financial Statements	Current year + 7
Tax Returns	Current year + 7
Audit Reports	Current year + 7
Depreciable Schedules/Capital Inventory Plan	Current year + 7
Accounts Payable/Accounts Receivable Ledgers	Current year + 7
Expense Records	Current year + 7
Canceled Checks	Current year + 7
Electronic Payment Records	Current year + 7
Purchase Orders and Vendor Invoices	Current year + 7
Bank Statements	Current year + 7
Deposit Slips	Current year + 7
Budgets	Current year + 7
Petty Cash Vouchers	Current year + 7
Owners Account Records (Billing Statements, Letters, Payment Plan)	**Records Retention Schedule**
Account Records of Current Owners	Current year + 5
Account Records of Prior Owners	1 year after property sold
Contracts/Insurance/Legal	**Records Retention Schedule**
Contracts - Active	Current Version
Contracts - Expired	Current year + 4
Insurance Policies - Active	Current Version
Insurance Policies - Expired	Current year + 7
Insurance Records	Current year + 7
Settled Insurance Claims	Current year + 7
Legal Actions - Active	As instructed by legal counsel
Legal Actions – Completed or Resolved	4 years after completion or resolution of

	legal action or as otherwise instructed by legal counsel
Attorney Legal Opinions	Permanent

6. Destruction of Records. At the end of the retention period, Records are no longer considered Association Records and are subject to destruction. The Association will be responsible for the destruction of such Records. The destruction of paper Records can be accomplished by shredding or incinerating. Destruction of electronic Records can be accomplished by permanently deleting or otherwise destroying the electronic files or destroying the storage media on which the files are stored.

Before destruction of any Records, the Board of Directors must be notified in writing of the Records proposed to be destroyed in accordance with the Records retention schedule. The Board will review the information to ensure that items proposed for destruction comply with the Records retention schedule. Should any Records proposed for destruction include any Records related to legal actions, legal counsel will be consulted prior to any such destruction. If the Board or attorney indicates a Record should not be destroyed, then the Board or attorney will notify the Board of Directors that it should not to be destroyed, the reason why, and the time period that the subjected Records shall be held beyond the Records retention period.

7. Governing Documents. This Records Retention and Destruction Policy supersedes any policy regarding records retention and destruction that may have previously been in effect. Except as affected by TEX. PROP. CODE § 209.005 and/or by this Records Retention and Destruction Policy, all other provisions contained in the Declaration or any other Governing Documents of the Association shall remain in full force and effect.

III.
RECORDS PRODUCTION AND COPYING POLICY

This Records Production and Copying Policy ("Records Production and Copying Policy") is adopted under the requirements of TEX. PROP. CODE § 209.005(i) for the adoption of a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of records requested pursuant to the provisions of TEX. PROP. CODE § 209.005 by an Owner or Owner's authorized representative for inspection of the Association Records.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in TEX. PROP. CODE § 209.005.

2. Right to Inspect. The Records of the Association shall be open to and reasonably available for examination by the titled Owner of a Lot or property located within each of the respective boundaries of the Hills of Stone Oak Unit I, Hills of Stone Oak Unit II, Stone Canyon Unit I, The Glen at Stone Oak Unit I, and The Glen at Stone Oak Unit II, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Agent").

3. Procedure. The Association shall make the Records available for examining and/or copying provided that:

A. The Owner or Agent must submit a written request for access or information from the Association's Records by certified mail, with sufficient detail describing the Association Records requested, to the mailing address of the Association or its authorized representative as

reflected on the most current management certificate filed of record in the Bexar County Official Public Records.

B. The written request must contain an election either to inspect the Records before obtaining copies or to have the Association forward copies of the requested Records and:

(i) If an inspection is requested, the Association on or before the tenth (10th) business day after the date the Association receives the request shall send written notice of dates during normal business hours that the Owner or Agent may inspect the requested Records to the extent those Records are in the possession, custody, or control of the Association; or

(ii) If copies of identified Records are requested, the Association shall, to the extent those Records are in the possession, custody, or control of the Association, produce the requested Records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request, except as otherwise provided in paragraph (C) below.

C. If the Association is unable to produce the Records requested under such written request on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requestor written notice that:

(i) Informs the requestor that the Association is unable to produce the Records on or before the tenth (10th) business day after the date the Association received the request; and

(ii) States a date by which the Records 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 of the notice provided by the Association to the requestor under this section.

D. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during the Normal Business Hours of the Association or its management company, and during such inspection the requesting party shall identify the Records for the Association to copy and forward to the requesting party. Copies of the identified Records shall be forwarded to the requesting party on or before the tenth (10th) Business Day after the date of the inspection. For the purposes herein:

(i) "Normal Business Hours" shall refer to hours of operation of the Association and/or its management company between the hours of 9:00 a.m. and 5:00 p.m. Monday through Thursday and between 9:00 a.m. and noon on Friday, excluding state and federal holidays and such other days as may be scheduled for closure by the Association and/or its management company.

(ii) "Business Day" shall refer to a day other than a Saturday, Sunday, or a state or federal holiday.

4. Records Format. The Association may produce copies of the Records requested in hard copy, electronic, or other format reasonably available to the Association.

5. Exclusions. The following files, documents, and Records shall NOT be available for examination and/or copying:

A. Attorney's files and records, excluding invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs which are properly requested under TEX. PROP. CODE § 209.008(d). If a document in an attorney's files and records would be responsive to a legally authorized request for inspection or copying and it is not otherwise excluded hereunder, the document will be produced by using the copy from the attorney's files and Records if the Association has not maintained a separate copy of the document.

B. Attorney-Client privileged documents and Records, unless the Association decides to disclose such communications at an open meeting.

C. Any documents or Records that constitutes attorney work product.

D. Any documents or Records that are beyond the Association Records retention period.

E. Except as hereafter provided and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any records that identify the Governing Document violation history of an individual Owner; an Owner's personal financial information, including Records of payment or nonpayment of amounts due the Association; an Owner's contact information, other than the Owner's address; or; information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Property Owner. The Records otherwise excluded under this paragraph (E) shall be released or made available for inspection if:

(i) The express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or

(ii) A court orders the release of the Records or orders that the Records be made available for inspection.

6. Fees and Costs. An Owner is responsible for costs related to the compilation, production, and reproduction of requested Records. The Policy for the charging of fees and costs as set forth herein is subject to periodic reevaluation and update. The fees and costs shall not exceed those that are permitted pursuant to 1 TEX. ADMIN. CODE § 70.3. The fees and costs shall initially be set as follows:

A. Copy charges

(i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(a) Rewritable CD (CD-RW)--$1.00;
(b) Non-rewritable CD (CD-R)--$1.00;
(c) Digital video disc (DVD)--$3.00;
(d) USB drive--actual cost;
(e) Audio cassette--$1.00;
(f) Oversize paper copy (e.g., 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$0.50; and
(g) Specialty paper (e.g., mylar, blueprint, blueline, map, photographic--actual cost.

B. Labor charges for locating, compiling, manipulating data, and reproducing information.

(i) The charge for labor costs incurred in processing a request is Fifteen and 00/100 Dollars ($15.00) an hour for each person working on the request. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(ii) A labor charge shall 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 two or more separate buildings that are not physically connected to each other or in a remote storage facility.

(iii) Overhead charge shall be computed at twenty percent (20%) of the total labor costs charged to an Owner for producing the requested Records.

(iv) Remote document retrieval charges.

(v) The charge for labor costs incurred in retrieving a document is Fifteen and 00/100 Dollars ($15.00) an hour if performed by the Association.

(vi) There is no charge for private company retrievals, but if after delivery to the Association offices, the boxes must still be searched for records related to the request, a labor charge of Fifteen and 00/100 Dollars ($15.00) an hour will be charged.

C. Resale Certificate Fee. The charge to Owner for the preparation of a Resale Certificate shall be One Hundred Seventy-Five and 00/100 Dollars ($175.00) payable at the time of delivery of the Resale Certificate. The fee may be adjusted from time to time as determined by the Board of Directors.

D. Resale Transfer Fee. A resale transfer fee in the amount of One Hundred Seventy-Five and 00/100 Dollars ($175.00) shall be payable at the time of a Lot resale to a third-party unrelated owner. The fee may be adjusted from time to time as determined by the Board of Directors.

E. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information request.

F. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Owner.

G. If the Association accepts payment by credit card for copies of information and is charged a "transaction fee" by the credit card company, then the Association may recover that fee.

H. For any fee or cost incurred by the Association that may not be identified above, the Association shall charge the permitted amount as set forth in 1 TEX. ADMIN. CODE § 70.3, as amended.

7. Deposit and Billing. If the Owner or Agent wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production, and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the 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 costs exceeded the final invoice amount, then the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the day the date the invoice is sent to the Owner.

8. Third-Party Observation. In addition to management company personnel, the Association reserves the right to have a Board Member or other third person present to observe during any inspection of Records by an Owner.

9. Original Documents. No Owner shall remove any original file, document, or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner an original file, document, or record of the Association.

10. Creation of Records. Nothing contained in this Records Production and Copying Policy shall be construed to require the Association to create Records, reports, or documents that do not exist or compile Records in a particular format or order. This includes, but is not limited to, any requests for the conversion of non-electronic documents into an electronic format.

11. Governing Documents. This Records Production and Copying Policy supersedes any policy regarding books and records production that may have previously been in effect. Except as affected by TEX. PROP. CODE § 209.005 and/or by this Records Production and Copying Policy, all other provisions contained in the Declaration or any other Governing Documents of the Association shall remain in full force and effect.

IV.
MISCELLANEOUS

This Statement of Policies is in addition to, and not in substitution of, all other rules, regulations, and provisions of the Association's Governing Documents, as amended, all of which remain in full force and effect unless in conflict with the terms contained herein and in which case, the Declaration and/or the By-Laws, as applicable, shall control unless in conflict with the TEX. PROP. CODE and/or other city, state, or federal laws, rules, or regulations.

Any failure of the Association to seek enforcement or compliance with this Statement of Policies shall not be deemed a waiver of the rights of the Association to seek enforcement or compliance at any time

thereafter. The Association shall have the discretion to vary the Policies contained herein as a result of the particular circumstances as may exist from time to time.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Statement of Policies was duly approved and adopted by the Board of Directors of the STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED on the 23 day of November, 2020, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Statement of Policies constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Hills of Stone Oak Unit I, Hills of Stone Oak Unit II, Stone Canyon Unit I, The Glen at Stone Oak Unit I, and The Glen at Stone Oak Unit II, subdivisions located in Bexar County, Texas, as hereinabove described.

Signed this 23 day of November, 2020.

STONE OAK COMMUNITIES OF MUTUAL AMENITIES, INCORPORATED

By: _____
Name: CHRISTOPHER A. PRITCHARD
Title: PRESIDENT

File Information

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/24/2020 4:03 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk