

BINGLEWOOD CIVIC CLUB, INC.
www.binglewood.com
Email: contact@binglewood.com

RECORDS PRODUCTION POLICY

- I. **Subdivision Name.** The name of the subdivision is "Binglewood."
- II. **Association Name.** The name of the Association is "Binglewood Civic Club, Inc." (the "Association").
- III. **Recording Information.** The recording data (i.e., Map or Plat reference) Deed Restrictions, and Declaration of Covenants, Conditions and Restrictions for each Section of the Subdivision is as shown on Schedule A attached hereto (collectively, the "Deed Restrictions").
- IV. **Production of Association Records.** The Association's Records Production Policy is as follows:
- A. Copies of Association records will be available to all Owners, i.e., the Owner or Owners of any Lot within the Association's jurisdiction, upon the Owner's proper request and at the Owner's own expense. A proper request must:
1. be sent via Certified Mail (*note*: Return Receipt Requested is recommended) to the Association's address as reflected in its most recent Management Certificate;
 2. be from an Owner, or the Owner's agent, attorney, or accountant; and
 3. contain sufficient detail identifying the Association records being requested.
- B. Any Owner may request to inspect the Association's books and records or, alternatively, any Owner may request copies of specific records (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld).
1. If an Owner makes a request to inspect the books and records, then the Association will respond within ten (10) business days after the Association's receipt of the request, providing the dates and times the records will be made available and the location of the records. The Association and the Owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner's payment to the Association of the cost thereof.
 2. If an Owner makes a request for copies of specific records, and the Association is reasonably able to provide the records easily or at no cost, then the Association will provide copies of the records to the Owner within ten (10) business days after the Association's receipt of Owner's request.
 3. If an Owner makes a request for copies of specific records, and the Association is unable to provide such records within ten (10) business days after receipt of the request, the Association shall send a response letter advising the Owner that the requested records will be made available to the requesting party no later than the fifteenth (15th) business day

after the date of such notice letter, and specifying the cost the Owner(s) must pay before the records will be provided. Upon Owner's payment of the cost to provide the records, the Association shall provide the records to the Owner who made the request.

V. The Association hereby adopts the following schedule of costs:

Copy Costs: Based on paper size and type of media requested as follows:

- letter-size (8.5" x 11") and/or legal size (8.5" x 14") pages - 10 cents per page;
- tabloid-size (11" x 17") or greater - 50 cents per page;
- actual costs of specialty copies such as color printing, color photographs, large maps and surveys (if permission can be obtained from the surveyor);
- for each CD or audio cassette - \$1.00; and
- for each DVD - \$3.00.

Labor Cost: \$15.00 per hour for actual time expended to locate, compile and reproduce the records.

NOTE: Owner may only be charged such labor costs if the copies requested by Owner exceed 50 pages in length.

Overhead: 20% of the total labor charge.

NOTE: Owner may only be charged for such overhead costs if the copies requested by Owner exceed 50 pages in length.

Materials: The actual costs of labels, boxes, folders, and other supplies used in producing the records, along with postage for mailing the records.

VI. The Association hereby adopts the following form of response to an Owner who requests to inspect the Association's Books and Records:

"Date

Dear _____:

On _____, 20__, the Association received your written request to inspect certain books and records of the Association. The books and records of the Association (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld) are available for you to inspect on regular business days, between the hours of 9 a.m. and 5 p.m., at _____, located at _____.

Please contact the Association at its e-mail address: contact@binglewood.com to arrange for a mutually agreeable date and time for you to inspect the Association's books and records identified in your written request (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are

otherwise statutorily allowed to be withheld). You will also need to advise the Association whether you will personally attend such inspection and/or whether you intend to allow Owner's agent, Owner's attorney, or Owner's certified public accountant to participate in such inspection. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you by check or via PayPal. A schedule of costs and acceptable methods of payment are included with this response.

*Sincerely,
Binglewood Civic Club, Inc."*

- VII. The Association hereby adopts the following form for response to an Owner who requests copies of specific records:

"Date

Dear _____:

On _____, 20___, the Association received your written request for copies of specific Association records. Please be advised that the Association is unable to provide you with the copies of the requested records within ten (10) business days as you have requested; however, the copies of the requested records (excluding attorney work product and attorney/client privileged communications, and excluding books and records which are otherwise statutorily allowed to be withheld) will be made available to you no later than fifteen (15) business days after the date of this response.

A schedule of costs and acceptable methods of payment are included with this response. In order to obtain the records, you must first pay the Association's costs of providing the records to you. The estimated cost to obtain the records you requested is \$ _____. Upon receipt of advance payment from you via check or PayPal, the Association will mail the requested documents to you at the address specified in your request. Should you have any questions or comments, please contact the Association at its e-mail address: contact@binglewood.com.

*Sincerely,
Binglewood Civic Club, Inc."*

- VIII. If the estimated cost is more or less than the actual cost of producing the documents, the Association shall, within thirty (30) business days after providing the records, submit to Owner either an invoice for the additional amount owed or refund the overage paid by Owner. In the event of an invoice for additional amounts owed, if the Association does not receive reimbursement before the thirtieth (30th) business day after the date the invoice is sent to the Owner, the additional amount may be added to the Owners' account as an assessment.

- IX. Unless authorized in writing by the affected Owner or authorized by Court Order, the Association will not provide copies of, or allow inspection of, any records that contain: (i) the personal information of any Owner, including restriction violations, delinquent assessments, financial information, and contact information (other than the Owner's address); or (ii) information related to an employee of the Association, including personnel files. Please note that information may be released in an aggregate or summary manner that does not identify an individual property Owner.

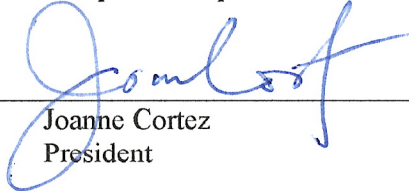
CERTIFICATION

“I, the undersigned, being the President of Binglewood Civic Club, Inc., hereby certify that the foregoing Records Production Policy was adopted by a majority of the Association’s Board of Directors, and such Records Production Policy has not been modified or repealed, and is now in full force and effect.”

DATED this 30th day of December 2020.

BINGLEWOOD CIVIC CLUB, INC.,
a Texas nonprofit corporation

lor


By: 
Joanne Cortez
President

ACKNOWLEDGMENT


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Joanne Cortez, President of **BINGLEWOOD CIVIC CLUB, INC.**, a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn, declared that she executed same in the capacity and for the consideration therein expressed, and as the act and deed of such corporation.

Given under my hand and seal of office on this the 30th day of December 2020.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Attachment:
Schedule A – Deed Restrictions

After recording, return to:
Binglewood Civic Club, Inc. 
P.O. Box 430943
Houston, Texas 77243-0943
Email: contact@binglewood.com



Schedule A
Deed Restrictions

The recording data (i.e., Map or Plat reference) Deed Restrictions, and Declaration of Covenants, Conditions and Restrictions for each Section of the Subdivision is as follows:

Section 1:

- a. Plat of Binglewood Section I recorded November 29, 1954, under Clerk's File No. 1346846, in Volume 47, Page 39, of the Map and/or Plat Records, Harris County, Texas; and
- b. Binglewood Subdivision [Covenants, Conditions, Easements, Restrictions and Reservations] dated November 30, 1954 recorded December 9, 1954, under Clerk's File No. 1352209, in Volume 2866, Page 20, of the Deed Records, Harris County, Texas.

Section 2:

- a. Plat of Binglewood Section 2 recorded August 4, 1955, in Volume 49, Page 68, of the Map and/or Plat Records, Harris County, Texas;
- b. Restrictions of Binglewood Subdivision, Section Two dated August 4, 1955 recorded October 18, 1955, in Volume 3010, Page 655, of the Deed Records, Harris County, Texas; and
- c. Protective Covenants dated April 19, 1984 recorded April 30, 1984, under Clerk's File No. J479835, of the Official Public Records of Harris County, Texas (as to Lot 155, Block 13).

Section 3:

- a. Plat of Binglewood Section 3 recorded September 13, 1956, in Volume 53, Page 53, of the Map and/or Plat Records, Harris County, Texas;
- b. Restrictions of Binglewood Subdivision, Section III dated March 22, 1957 recorded June 24, 1957, under Clerk's File No. 1756500, in Volume 3339, Page 379, of the Deed Records, Harris County, Texas; and
- c. Plat of Binglewood Section 4 & Replat of Lot 360, Block 21 Binglewood Section 3 recorded February 05, 1959, in Volume 58, Page 22, of the Map and/or Plat Records, Harris County, Texas (as to Lot 360, Block 21 only of Section 3).

Section 4:

- a. Plat of Dr. B. P. Wright Subdivision recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas; and
- b. Restrictions of Binglewood Subdivision, Section IV, recorded May 13, 1959, in Volume 3700, Page 108, of the Deed Records, Harris County, Texas.

Section 5:

- a. Plat of Dr. B. P. Wright Subdivision recorded March 29, 1892, in Volume 67, Page 161, of the Deed Records, Harris County, Texas; and
- b. Restrictions dated February 17, 1964 recorded February 19, 1964, in Volume 5423, Page 30, of the Deed Records, Harris County, Texas.

Section 6:

- a. Plat of Binglewood Section 6 recorded August 15, 1996, under Film Code No. 379146, of the Map and/or Plat Records, Harris County, Texas;
- b. Plat of Amended Plat of Binglewood Section 6 recorded June 18, 1997, under Film Code No. 389080, of the Map and/or Plat Records, Harris County, Texas; and
- c. Declaration of Covenants, Conditions and Restrictions Binglewood Section Six Subdivision dated April 22, 1997, and recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. S432058, Film Code No. 512-84-3669.

FILED FOR RECORD

3:41:31 PM

Monday, January 4, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, January 4, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS