201300151251 DEDICATION 1/4

HAMPTON MEADOWS HOMEOWNER'S ASOCIATION, INC. OPEN RECORDS POLICY

WHEREAS, the Hampton Meadows Homeowner's Association, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Hampton Meadows subdivision and authorized to enact this Policy; and

WHEREAS, this Open Records Policy applies to the operation and utilization of property within Hampton Meadows, recorded in the Map and Plat Records of Dallas County, Texas, as follows: See Exhibit "A"

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy for record production and copying, and the board of Directors of the Association desires to establish such guidelines; and

NOW THEREFORE, the Board of Directors of the Association hereby adopts the following Open Records Policy pursuant to Chapter 209.009(i) of the Texas Property Code and the authority granted to the Board by the provisions of the Bylaws. The Association shall maintain its records as follows:

- 1. Books and records, including financial records are made open to and reasonably available for examination by an Owner, or an Owner's attorney or certified public accountant.
 - 2. Owners are entitled to obtain copies of the information in the books and records.
- 3. Attorney's files and records relating to the Association, excluding invoices requested by an Owner are not considered records of the Association, nor are they subject to inspection by the Owner or subject to production in a legal proceeding.
- 4. An Owner or Owner's attorney or CPA must submit a written request for access of books and records by certified mail, with sufficient particularity detailing the Association's books and records requested, to the mailing address of the Association or authorized representative. The request must contain an election either to inspect the books and records before obtaining copies, or to have the HOA forward copies of the requested books and records.
- a. If an inspection is requested, the Association Board shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are required to be retained by the Association. Notice must be sent on or before the 10th business day after the Association Board receives the request.
- b. If copies of books and records are requested, the Association Board shall produce the requested books and records on or before the 10111 business day after the date the Association receives the request to the extent those books and records are required to be retained by the Association.

- 5. If the Association Board is unable to produce the books or records requested on or before the 10111 business day after the Association Board receives the request, the Association must provide written notice to the homeowner that states:
- a. Records cannot be produced on or before the $10^{\rm th}\,$ business day after the Association Board received the request.
- b. A date by which the information will be sent or made available for inspection to the requesting party that is not later than the 30th business day after the date that this notice is given.
- 6. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.
- 7. The Association Board may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association Board.
- 8. The homeowner is responsible for the costs related to the compilation and reproduction of the requested information in an amount that reasonably includes all costs related to compilation and reproduction of the information, including costs of materials, labor, and overhead. The Association may require advance payment of the estimated costs of compilation and reproduction. If the estimated costs are lesser or greater than actual costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered to the requestor. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date of the invoice is sent to the Owner, maybe be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the invoice is sent to the Owner.
- 9. The Association is not required, other than in meeting minutes, to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual Owner of an association, 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 books and records described in this section shall be released or made available for inspection if:
- a. The express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or
- b. A court orders the release of the books and records or orders that the books and records be made available for inspection.
- 10. Copies will be charged at ten cents per page. The labor costs for locating, compiling, manipulating or reproducing the information will be at the rate of \$15 an hour.

This Open Record Policy was approved by the Board of Directors for Hampton Meadows Homeowners' Association, Inc., on May 13, 2013, and is effective upon recordation in the Public Records of Dallas County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

The Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein.

CERTIFICATION

"I, John Robertson, the undersigned, being the President of the Hampton Meadows Homeowner's Association, Inc., hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors."

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John Robertson, President of Hampton Meadows Homeowner's Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the ______ day of _______

My Commission Expires:

Feb 27, 2017

Notary Public, State of Texas

After Recording return to:

Hampton Meadows Homeowners Association P.O. Box 2048 Desoto Texas, 75123

EXHIBIT "A"

TRACT 1

Legal Description of the Properties BEING a portion of a 36.26 acre tract of land situated in the John Lewis Survey. Abstract No. 774. City of DeSoto. Dallas SEING a Portion of a 36.26 acre tract of land situated in the county. Texas. said tract being all of the three tracts of 1 John Lewis Survey, Abstract No. 774, City of Desoto, Dallas described in deed to W.R. Coccins and Betty D. Coccins of land County, Texas, said tract being all of the three tracts of recorded in deed to W.R. Coggins and Betty D. Coggins, as County, Texas (D.R.D.C.T), said land also referred to in deed to in description. County, Texas (D.R.D.C.T), Page 1865, Deed Records Dallas to The William R. and Betty D. Coggins Revocable Living Trust. County, Texas (D.R.D.C.T), said land also referred to in deed as recorded in Volume 2000220. Page 1496. D.R.D.C.T.. said to The William R. and Betty D. Coggins Revocable Living Tri as recorded in Volume 2000220. Page 1496, D.R.D.C.T., said as folio

as recorded in Volume 2000320, Page 1495, D.R.D.C.T., said follows: BEGINNING at a 1/2-inch set iron rod with a cap stamped "RPIS" for the northwes BEGINNING at a 1/2-inch set from rod with a cap stamped "RPLS corner of said Coggins tract. said corner being on the east Corner of said Coggins tract, said corner being on the east corner of said Coggins tract, said corner being on the east corner being on the south Hampton Road (variable width), said described in right-of-way line of South Hampton Road (variable width), said deed to Earl W. Cross. Amanda Moreno Cross & Kevin Wavne Cross. deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, Page 1104. D.R.D.C.T. as recorded in Volume 2002080, Page 1104, D.R.D.C.T.

THENCE South 89 degrees 42 minutes 52 seconds East, departing and along the south line of said THENCE South 89 degrees 42 minutes 52 seconds East, departing from a 1/2-inch found Cross tract, a distance of 2072.41 feet to a 1/2-inch found for the northeast of east rooming tract and Cross tract, a distance of 2072.41 feet to a 1/2-inch found southeast corner of said Coggins tract and the corner heing on the iron rod for the northeast corner of said Coggins tract and the west line of Block 10. Mockingbird Hill Addition. Section west line of Block lo, Mockingbird Hill Addition, Section

Volume 84122. Page 3858. Man Records Three, as recorded in Volume 84122. Page 3858, Map Records Dallas Councy, Texas (M.R.D.C.T.);

THENCE South 00 degrees 24 minutes 28 seconds West, along the east line of said THENCE SOULD 00 degrees 24 minutes 28 seconds West, along Mockinghird Hill Addition Cartion Three west line of Said Cognis tract and the West line of Said Addition Of 76 east line of said Coggins tract and the west line of said feet to a 1/2-inch set iron rod with cap for the southeast Mockingbird Hill Addition, Section Three, a distance of /6.

Corner of said Chaging Frank caid Corner has no on the north test to a 1/2-inch set iron rod with cap for the southeast line of said Coggins tract, said corner being on the north Corner or said Coggins tract, said corner being on the norm page 3279 M R D C T as recorded in Volume 86123, Page 2279, M.R.D.C.T.,

THENCE North 89 degrees 39 minutes 26 seconds West, along the said Coccins tract and the north line of said South line of said Coggins tract and the north line of said Rear Creek Meadows. Installment # 4 and Rear Creek Meadows. south line of said Coggins tract and the north line of said Installment # 4 and Bear Creek Meadows, Installment # 4 and Bear Creek Meadows, Installment # 5222, Page 2112. Hear Creek Meadows, Installment # 4 and Bear Creek Mead M.R.D.C.T., a distance of 2069,93 feet to a 1/2-1nch ear Installment #2, as recorded in Volume 85222, Page 2112, rod with cap for the southwest corner of said Cooging trace. M.R.D.C.T., a distance of 2069.93 feet to a 1/2-inch set ind gaid corner heims on the east corner of said Coggins tract, said Corner being on the east right-of-way line of the aforementioned South Hampton Road;

EXHIBIT "A" (Continued)

THENCE North 00 degrees 13 minutes 17 seconds East, along said east right-of-way line. a distance of 761.67 feet to the POINT OF BEGINNING AND CONTAINING 1,579,697 square feet or 36.26 acres of land more or less of which 5.65 acres lies in a 250 foot wide Texas Power & Light Company Easement, as recorded in Volume 60, Pages 103, 105 & 107

TRACT 2

BEING a portion of a 17.14 acre tract of land situated in the John Lewis Survey, Abstract No. 774, City of DeSoto, Dallas County, Texas, said tract being all of a tract of land described in deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, as recorded in Volume 2002080, Page 1104, Deed Records Dallas County, Texas (D.R.D.C.T.), said 17.14 acre tract being more particularly described as follows.

BEGINNING at a set P.K. nail in asphalt paving within South Hampton Road (variable width) for the Northwest corner of said Cross tract;

THENCE South 89 degrees 49 minutes 59 seconds East, along the North line of said Cross tract and the South line of a tract of land described in deed to E&B enterprises as recorded in Volume 94228, Page 4757, D.R.D.C.T., and a tract of land described in deed to Red Bird Elks Lodge #2552, as recorded in Volume 86195, Page 3170, D.R.D.C.T., passing at a distance of 55.00 feet the Southeast corner of a Right-of-way deed to the City of Desoto, as recorded in Volume 83235, Page 5037, D.R.D.C.T. continuing a total distance of 1643.09 feet to a 1/2-inch found iron rod for an ell corner of said Cross tract, said corner being the Southeast corner of said Elks Lodge tract.

THENCE North 00 degrees 53 minutes 49 seconds East, along the West line of said Cross tract and East line of said Elks Lodge tract, a distance of 259.91 feet to a 3/8-inch found iron rod for the most northerly Northwest corner of said Cross tract and the Northeast corner of said Elks Lodge tract, said corner being the most westerly Southwest corner of Mockingbird Hill Addition, Section Two, as recorded in Volume 83125, Page 3170, Map Records Dallas County, Texas (M.R.D.C.T), said corner also being the Southeast corner of Mockingbird Hill Addition, Section Four, Phase Il-A, as recorded in Volume 2001120, Page 9, M.R.D.C.T;

THENCE South 89 degrees 19 minutes 33 seconds East, along the North line of said Cross tract and the South line of said Mockingbird Hill Addition, Section Two, a distance of 469.84 feet to a 1/2-inch found iron rod for the Northeast corner of said Cross tract, said corner being an ell corner of said Mockingbird Hill Addition, Section Two;

EXHIBIT "A" (Continued)

THENCE South 00 degrees 24 minutes 28 seconds West, along the East line of said Cross tract and along the West line of said Mcckingbird Hill Addition, Section Two and Mcckingbird Hill Addition, Section Three, as recorded in Volume 84122, Page 3858, M.R.B.C.T., a distance of 553.60 feet to a 1/2-inch found iron rod for the Southeast corner of said Cross tract, said corner being the Northeast corner of a tract of land described in deed to W.R. Coggins and Betty D. Coggins, as recorded in Volume 74032, Page 1865, D.R.D.C.T.;

THENCE North 89 degrees 42 minutes 52 seconds West, along the South line of said Cross tract and the North line of said Coggins tract, a distance of 2113.00 feet to a set P.K. nail in asphalt paving within the aforementioned South Hampton Road for the Southwest corner of said Cross tract. THENCE North 00 degrees 00 minutes 29 seconds West, along the West line of said Cross tract and within said South Hampton Road, a distance of 293.50 feet to the POINT OF BEGINNING AND CONTAINING 746,515 square feet or 17.14 acres of land more or less.