

NOTICE OF DEDICATORY INSTRUMENTS FOR  
WILLIAMSBURG OF KELLER HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS  
COUNTY OF TARRANT

I, Cecilia A. Thomas, attorney and authorized agent of Williamsburg of Keller Homeowners Association, Inc., the governing body of the Williamsburg Estates Addition in the City of Keller, County of Tarrant, Texas, do hereby file this notice for the purpose of giving notice of dedicatory instruments for said Addition:

(1) Williamsburg of Keller Homeowners Association, Inc. is the successor to the Williamsburg Estates Homeowners Association, Inc. Williamsburg Estates Homeowners Association, Inc. and the Williamsburg Estates Addition were created by the Declaration of Covenants, Conditions and Restrictions for Williamsburg Estates recorded at Volume 9476, Page 685 and as amended by Instrument No. D207107294 in the Deed Records of Tarrant County, Texas.

(2) The legal description of the Williamsburg Estates Addition is set out in the Declaration of Covenants, Conditions and Restrictions for Williamsburg Estates recorded at Volume 9476, Page 685 in the Deed Records of Tarrant County, Texas.

(3) The attached attached Records Retention and Copying Policy, Payment Plan Policy, Late Payment were adopted by the Board of Directors of Williamsburg of Keller Homeowners Association, Inc. on May 22, are the current such policies governing Williamsburg of Keller Homeowners' Association, Inc.

(4) Each of the attached documents is a true and correct copy of the original.

Date: 5/31/13

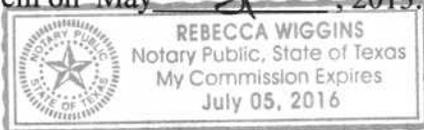
Williamsburg of Keller Homeowners' Association, Inc.

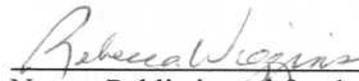


Cecilia A. Thomas, attorney and authorized agent

STATE OF TEXAS  
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared Cecilia A. Thomas, who acknowledged that she signed the foregoing document in the capacity and for the purpose stated therein on May 31, 2013.





Notary Public in and for the State of Texas

AFTER FILING RETURN TO:  
Cecilia A. Thomas  
PO Box 10129  
Fort Worth, TX 76114

### **Payment Plans**

1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. A fee of \$25 per will be charged for administering a Payment Plan. Interest will continue to accrue during a Payment Plan as allowed under the Declarations.
3. All requests for Payment Plans must be in writing and clearly state the amounts and dates on which the Owner proposes to make payments. In the event the Association declines to accept a payment plan, it can notify the Owner of the terms on which a Payment Plan will be accepted. It shall be the Owners responsibility to request a Payment Plan based on the terms suggested by the Board.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. notice to the Owners that the Association has approved the Payment Plan; and
  - b. receipt of the first payment under the plan.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months. Allowing a Payment Plan longer than three months is up to the discretion of the Board.
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, plus the estimated accrued interest.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided.
9. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
10. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

## Record Retention, Production and Copying Policy

A. RETENTION. The Association will use its best efforts to keep its records, including the following for the periods designated:

1. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes that notice of the meeting was properly given is sufficient evidence that the notice was given, 7 years.
2. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles, 7 years.
3. Copies of tax returns and audit records of the Association, 7 years
4. Certificate of formation, bylaws, restrictive covenants, and all amendments to any of these, permanently. Also, for at least seven years, a record of all votes or written consents by which amendments to the Documents were approved.
5. Records of the individual Member's accounts, 5 years.
6. Contracts for a term of one year or more, 4 years after termination.

B. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to applicable law, such as Section 2.09 of the Texas Property Code.

The Owner shall be responsible for payment of the following charges for records production and copying:

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

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

- (A) Diskette--\$1.00;
- (B) Data cartridge--actual cost;
- (C) CD - \$1.00;
- (D) Other electronic media--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)--\$.50;
- (G) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(3) Labor charge for locating, compiling, manipulating data, and reproducing records.

(A) The charge for labor costs incurred in processing a request for records is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested records.

(B) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(a) Two or more separate buildings that are not physically connected with each other; or

(b) A remote storage facility.

(c) For purposes of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(C) When confidential information is mixed with information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the records. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.

(4) Remote document retrieval charge.

(A) Due to limited on-site capacity of storage documents, it may be necessary to store records that are not in current use in remote storage locations. Every effort is made to store current records on-site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(B) If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed.

(5) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested records, may be added to the total charge for records.

(6) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced records to the requesting party.

### **Williamsburg of Keller Homeowners Association Late Payment Policy**

Per Section 6.03 (d) of the CCRs:

*If any assessment remains unpaid at the expiration of thirty (30) calendar days from and after the due date established by the Declarant and/or the Board, a late charge shall be assessed against the non-paying owner for each month that any portion of an assessment remains unpaid~ The late charge shall be in the amount of Twentyfive Dollars (\$25.00) for all Class A Members and Twelve and 50/100 Dollars (\$12.50) for all Class B Members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amounts of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special assessments; provided, however, that the amount of any late charges assessed against Class B Members shall be fifty percent (50.0%) of the amount of the late charge assessed against class A Members.*

In November 2004, late assessments were amended by Board vote to increase late payments to \$50.00 per month for every late month beginning in July of the assessment year and continue at \$50.00 forward for late fees for that assessment year. A true and correct copy of the minutes of that meeting are attached hereto and incorporated herein by reference.

#### **Due Dates/Billing:**

1. Assessment fees are due on January 1st of each year. The Association reserves the right to extend the due date, but only as a uniform implementation for the entire community. The due date of the assessment fees are officially established by such an extension as stated on the annual assessment fee billing statement.
2. The Association will bill each lot/homeowner annually by means of a letter stating the amount due and due date of the assessment fee.
3. If an Assessment remains unpaid after January 31<sup>st</sup>, a late charge of \$25.00 shall be assessed against the lot for each month that assessment remains in arrears through June 30 of the first year in which that assessment remains in arrears. Partial payments will not be accepted unless a homeowner is under a formal Payment Plan (see Payment Plan Policy).
4. Beginning July1 of the first year in which an assessment remains in arrears, late fees will increase to \$50.00 per month and will continue at \$50.00 per month until that assessment is brought current, or unless the homeowner is under a formal Payment Plan which has been approved by the Board.
5. Late charges shall be assessed against a lot according to the above schedule for each month in which any assessment remains in arrears. In other words, late charges shall be assessed for each separate year in which an assessment remains unpaid. For example: If the 2013 assessment remains unpaid when the 2014 assessment is levied and the 2014 is not paid on time, a late charge shall be assessed against the lot for both the unpaid 2013 and the unpaid 2013 assessment.
6. There shall be a \$50 charge for all checks returned for insufficient funds.

Minutes of Regular Meeting of the Board of Directors  
Williamsburg Home Owners Association  
Keller, Texas

November 9, 2004

The regular meeting of the Board of Directors was held at the home of Yolaunda and Trey Webster. Present at the meeting were directors: Julius Bleker, Yolaunda Webster, Bruce Finley, Diane Graff and Pat Howard. Homeowners present were: Glenn Pitts and Rita Finley.

The meeting was called to order at 7:30 by president, Julius Bleker. The minutes of the October meeting had been emailed and reviewed by all members. Diane made a motion that the minutes be accepted and was seconded by Bruce. The minutes were unanimously approved.

**OLD BUSINESS:**

Diane, Bruce and Julius reported on the meeting which was held Saturday, October 30. This meeting was to review the CCR's and make recommendations for amendments to bring the CCR's up to date. There were several questions regarding the amendments and how they are voted on by the all of the homeowners to make sure the entire process is done correctly and in accordance with the ByLaws and CCR's. Bruce Finley's attorney, Mr. Ed Markey, has agreed to help us with answering some of the legal issues and no action will be taken by the board until he has time to answer and advise the board on these issues.

Diane will submit to Pat for publication in the newsletter a forecast for the 2005 budget. It will explain the need for a probable increase in homeowner's dues in 2006 and what the projected amount will be. Statements for the 2005 homeowner's dues will be mailed in December. Diane will draft the statements and Pat will mail them to the homeowners.

There is an ongoing problem with late payment of dues. A member made a motion that a late fee of \$25 per month to be assessed until Jun 30<sup>th</sup> and a late fee of \$50 per month be assessed for late payments after June 30<sup>th</sup>. The motion was seconded and carried. These fees will be assessed at the end of each month until payment is made.

Bruce reported the results of the WHOA survey that was sent out with last month's newsletter. Out of the 92 sent, 30 responded. Bruce will compile the results and give to Pat for the newsletter.

Diane reported on the three topics that she has researched on items that were discussed by homeowners at the last meeting. There are city ordinances addressing the issues of dogs, parked cars, and trash on someone's property. Diane will give Pat telephone numbers for residents to call the city if they have complaints or concerns regarding these issues. Unless there is a specific issue that is covered by the WHOA CCR's, the board has no authority to enforce rules concerning these issues. Homeowner's will need to contact the

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

LAW OFFICES OF CECILIA A THOMAS  
P O BOX 10129  
FT WORTH, TX 76114

Submitter: CECILIA A THOMAS

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 5/31/2013 11:33 AM

Instrument #: D213138015

OPR

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PGS

\$36.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D213138015

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