

**NOTICE OF FILING FOR THE
RICCHI LUXURY CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, all of the property located in The Ricchi Condominium Association (the "Association") is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Volume No. 16034, Page 515, and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

WHEREAS, in accordance with the Declaration, The Ricchi Luxury Condominium Association, Inc., a Texas nonprofit corporation (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board");

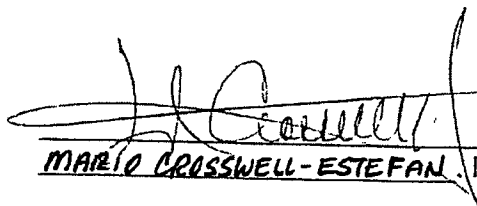
WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

WHEREAS, subsequent to the filing of the original Dedictory Instruments there have been a number of changes to the Texas Property Code pertinent to condominium owner associations, and the Association has identified, through experience, elements in the current Dedictory Instruments that hinder effective management of the condominium regime because they are not included, are unclear or inadequate;

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each Dedictory Instrument governing the Association that has not been previously recorded in the real property records of the county(s) in which the condominiums are located;

NOW, THEREFORE, the Board of the Association hereby declares that Property within the condominium regime are to be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the condominium regime. These easements, covenants, restrictions and conditions run with the Property and are binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

Approved and adopted by the Board on this 31st day of August, 2021.


MARIO CROSSWELL-ESTEFAN, President

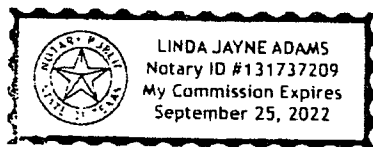
STATE OF TEXAS

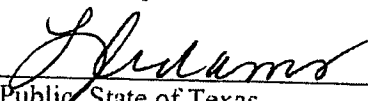
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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared MARIO CROSSWELL-ESTEFAN President of The Ricchi Luxury Condominium Association, Inc., a Texas non-profit corporation, known to be the person and officer whose name is subscribed to the foregoing Notice of Filing and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31st day of August, 2021.





Notary Public, State of Texas

**NOTICE OF FILING FOR THE
RICCHI LUXURY CONDOMINIUM ASSOCIATION, INC.**

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EXHIBIT 1

**DOCUMENT RETENTION POLICY FOR THE
RICCHI LUXURY CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS §
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WHEREAS, all of the property located in The Ricchi Condominiums' (the "Condominiums") is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Volume No. 16034, Page 515, and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

WHEREAS, in accordance with the Declaration, The Ricchi Luxury Condominium Association, Inc., a Texas nonprofit corporation (the "Association") was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "Board");

WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

WHEREAS, Chapter 82 of the Texas Property Code was amended effective September 1, 2021, to add Section 82.114, regarding the length of time the Association must retain certain documents; and

WHEREAS, the Board of the Association desires to hereby establish a Document Retention Policy consistent with the provisions of Section 82.114 and to provide clear and definitive guidance to its members.

NOW THEREFORE, the Board has duly adopted the following *Document Retention Policy* (the "Policy"):

DOCUMENT RETENTION POLICY

**SECTION I
INTRODUCTION**

1.1 Scope.

This Policy applies to the Association and the Board.

The documents maintained by the Association's legal counsel are not subject to this Policy.

1.2 Purpose.

To adopt a policy regarding Association record availability and to adopt a standard procedure to be followed concerning a records retention schedule.

1.3 Policy.

- a. It is the Association's policy to maintain complete, accurate and quality Documents. Documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.
- b. Documents which are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
- c. The Association's Board shall be primarily responsible for maintaining the documents for the Association.

1.4 Compliance.

This Policy is not intended to be all inclusive and accordingly, must be tailored to meet the specific needs of the Association. The retention periods set forth herein are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.

1.5 Board Members.

The Association does not require board members to maintain any Documents. Board members, in their discretion may dispose of Documents generated by the Association because the Association has maintained such documents in the Official Files. However, if Board members received Documents relating to the Association, which were not generated by the Association, or not received through the Association, Board members shall send the originals of such Documents to the Association to be maintained in the Official Files.

1.6 Annual Purge of Files.

The Association's Board shall conduct an annual purge of files. The annual purge shall be completed within the first (1st) quarter of each calendar year.

1.7 Miscellaneous.

There may be an immediate destruction of copies of any Document, regardless of age, provided that an original is maintained in the Official Files of the Association.

1.8 Litigation.

At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Documents potentially relevant to the dispute must be preserved.

Thus, at the direction of legal counsel, the Association's Board President will advise the Board Members, and any other person who may maintain Association Documents, of the facts relating to litigation. Thereafter, all Documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all appeals have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in this Policy recommence.

**SECTION II
DEFINITIONS**

2.1 Current.

"Current" means the calendar year in which the Document was created, obtained or received.

2.2 Document.

"Document" means any documentary material, that is generated or received by the Association in connection with transacting its business, is related to the Association's legal obligations, and is retained for any period of time. The term "Document" includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and any other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy discs, hard discs and CD-ROM.

2.3 Official Files.

"Official Files" means the files maintained by the Association.

Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association's legal counsel are not part of the "Official Files" of the Association.

2.4 Permanent.

“Permanent” means that the retention period for that document is permanent.

**SECTION III
DOCUMENT RETENTION AND DESTRUCTION GUIDELINES**

3.1 Document Retention.

The Association’s Documents are grouped into four functional categories as set forth below. Although every conceivable Document is not listed, the following list should provided guidance as to which subcategory a particular Document relates.

The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Association’s Board Members have the discretion to determine that either a longer or shorter retention period is warranted.

<u>Financial Documents</u>	<u>Retention Period</u>
General Ledgers and Journals	Current year plus 7
Year End Financial Statements	Current year plus 7
Tax Returns	Current year plus 7
Audit Reports	Current year plus 7
Depreciation Schedules / Capital Inventory Plan	Current year plus 7
Accounts Payable/Accounts Receivable Ledgers	Current year plus 7
Expense Records	Current year plus 7
Canceled Checks	Current year plus 7
Electronic Payment Records	Current year plus 7
Purchase Orders and Vendor Invoices	Current year plus 7
Bank Statements	Current year plus 7

Deposit Slips	Current year plus 7
Budgets	Current year plus 7
Petty Cash Vouchers	Current year plus 7
Billing (Owners) Records	Current Owner period plus 1 year after sale or transfer to new owner.

Governing Documents

Retention Period

Deed Covenants and Restrictions	Permanent
Bylaws	Permanent
Articles of Incorporation	Permanent
Rules and Regulations	Permanent
Policies	Permanent

Corporate Documents

Retention Period

Board meeting minutes	Current year plus 7
Membership Meeting Minutes	Current year plus 7
Proxies and Voting Records	Current year plus 7
Attendance Records at Membership Meeting where quorum is required	Current year plus 7
Committee Meeting Minutes	Current year plus 7
ACC Applications, Approved or Denied	Permanent
ACC Variances, Approved or Denied	Permanent

Legal / Insurance / Claims

Retention Period

Contract - Active	Current Version
Contracts - Expired	Current Year plus 4
Insurance Policies - Active	Current Version

Insurance Policies - Expired	Current Year plus 7
Insurance Records	Current Year plus 7
Settled Insurance Claims	Current Year plus 7
Court Files, Pleadings (liens, foreclosure, small claims actions)	Current Year plus 7, or until case has been settled, whichever is longer.
Attorney Legal Opinions	Permanent

3.2 Destruction of Records.

The Association's Board shall be responsible for the complying with the records retention policy and the destruction of such records. The destruction of records may be done one of several ways, including shredding, incinerating, pulverizing, and deleting/destroying of electronic files. While no particular method is mandatory, the method chosen should preserve the confidentiality of the documents.

**SECTION IV
MISCELLANEOUS**

3.1 Amendment.

This Policy may be revoked or amended from time to time by the Board. This Policy will remain effective until the Association records an amendment to this Policy in the Official Public Records of Bexar County, Texas.

3.2 Conflict.

In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.

3.3 Effective Date.

This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

EXHIBIT 2

**RECORDS AND PRODUCTION POLICY FOR THE
RICCHI LUXURY CONDOMINIUM ASSOCIATION, INC.**

STATE OF TEXAS §
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WHEREAS, in accordance with the Declaration, the Ricchi Luxury Condominium Association, Inc., a Texas nonprofit corporation (the “Association”) was created to administer the terms and provisions of the Declaration. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the “Board”);

WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedicator Instruments”);

WHEREAS, Chapter 82 of the Texas Property Code was amended effective September 1, 2021, to add Section 82.114, regarding access to the documents of the Association; and

WHEREAS, the Board of the Association desires to hereby establish a Records and Production Policy consistent with the provisions of Section 82.114 and to provide clear and definitive guidance to its members.

NOW THEREFORE, the Board has duly adopted the following *Records and Production Policy* (the “Policy”):

RECORDS AND PRODUCTION POLICY

1. **Request for Records.** The Owner or the Owner’s authorized representative must submit a written request by certified mail to the mailing address of the Association’s property manager as reflected on the most current Management Certificate filed in the Official Public Records of Bexar County, Texas. The request must contain (a) sufficient detail to describe the books and records requested and (b) an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.

2. **Inspection.** The Association shall respond to a request for inspection within 10 business days by providing written notice of the dates and times, during normal business hours, that the inspection may occur.
3. **Copies.** If copies are requested, and the Association is unable to produce the copies within 10 business days of the request, the Association shall give notice of the that fact and state a date, within the next 15 business days, that the copies will be made available.
4. **Format.** The Association may produce the documents requested in hard copy, electronic or any other format of its choosing.
5. **Charges.** The Association shall be allowed to charge for time spent compiling and producing all records. It may also charge for reproduction if copies are requested. Those charges shall be the maximum amount allowed by the Texas Administrative Code, Title 1, Section 70.3 (the "Statute"). At the time of the adoption of this policy, the allowable rate of charges are:
 - Paper Copies - 10¢ per regular page, 50¢ per oversized pages
 - CD - \$1 per disc
 - DVD - \$3 per disc
 - Audio Cassette - \$1
 - Other Electronic Media - Actual Cost
 - Labor Charges for requests of more than 50 pages - \$15 per hour
The labor charges includes the actual time to locate, compile, manipulate data and reproduce the requested data.
 - Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - Document retrieval charges from off-site storage - actual cost
 - Postage Actual cost
 - Miscellaneous supplies - 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 the information.

In the event rates of charges allowed by Statute change, that charge will automatically apply to the Association's records, without the necessity of amending this Policy.

6. **Advance Payment.** The Association may require an advance payment of estimated costs. If the actual cost is less than the estimate, the Association shall refund the excess to the owner within 30 business days. If the actual cost is greater than the estimate, the owner shall pay the excess before the information is delivered to the owner.

7. **Exempt Information.** The Association shall not be required to provide information of the following types without the prior written consent of the individuals who are the subject of the information:

- Owner violation history
- Owner personal financial information
- Owner contact information other than the owner's address
- Information relating to an Association employee, including personnel files

Additionally, the Association's Board of Directors may withhold from inspection any records that in its reasonable business judgment would:

- Constitute an unwarranted invasion of privacy of other owners
- Constitute privileged information under the attorney-client privilege
- Involve pending or anticipated litigation or contract negotiations

8. **Summaries / Compilations.** The duty to provide documents pursuant to requests applies only to existing books and records to the extent the books and records are in the possession, custody, and/or control of the Association. Section 82.114 does not obligate or compel the Association to create a new document, prepare a summary of information or compile and report data.

9. **Miscellaneous.**

- a. **Amendment.** This Policy may be revoked or amended from time to time by the Board. This Policy will remain effective until the Association records an amendment to this Policy in the Official Public Records of Bexar County, Texas.
- b. **Conflict.** In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. **Effective Date.** This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210243645
Recorded Date: September 01, 2021
Recorded Time: 3:26 PM
Total Pages: 15
Total Fees: \$78.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

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: 9/1/2021 3:26 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk