

SCANNED

**NOTICE OF FILING OF
DEDICATORY INSTRUMENTS OF THE
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

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

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE HELOTES PARK TERRACE OWNERS ASSOCIATION, INC., PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE (hereinafter "Notice of Filing of Dedicatory Instruments") is made this 12th day of January, 2018 by the Helotes Park Terrace Owners Association, Inc., (hereinafter "Association"):

WITNESSETH:

WHEREAS, FOLSOM INVESTMENTS, INC., recorded , on or about April 14, 1980, in the Bexar County Real Property Records an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Helotes Park Terrace Planned Unit Development", located in Volume 6990, Page(s) 1759, *et. seq.*, and as amended from time to time (the "Declaration"); and

WHEREAS, the Association is the property owners' association created by the Declarant to manage or regulate the planned unit development subject to the Declaration, which development is more particularly described in the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the Association that has not been previously recorded in the real property records of the county in which the development is located; and;

WHEREAS, the Association desires to record the dedicatory instruments attached as Exhibit "A" in the Deed Records of Bexar County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW THEREFORE, the dedicatory instruments attached hereto as **Exhibit "A"** are true and correct copies of the originals and are hereby filed of record in the Deed Records of Bexar County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice of Filing of Dedicatory Instruments for the Helotes Park Owners Association, Inc., to be executed by its duly authorized agent as of the date first above written.

HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.
A Texas Non-Profit Corporation

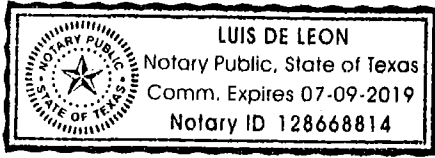
By: *George W. Pease*
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared **GEORGE PEASE**, for the Helotes Park Terrace Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12th day of January, 2018.



Luis de Leon
Notary Public, State of Texas
07/09/2019
My Commission Expires

EXHIBIT "A"

Dedictory Instruments

- A-1. Helotes Park Terrace Owners Association, Inc.'s Document Retention Policy;
- A-2. Resolution of the Board of Directors of the Helotes Park Terrace Owners Association, Inc., regarding its Records Production Policy;
- A-3. Helotes Park Terrace Owners Association, Inc.'s Payment Plan Policy.

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other purposes as set forth in this Document Retention and Destruction 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 of directors shall be primarily responsible for maintaining the documents for the Association.

1.4 Compliance

This Documentation and Retention 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 4th 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 the Document Retention and Destruction Guidelines will recommence.

SECTION 2

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 3

Document Retention and Destruction Guidelines

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 provide 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.

Financial Documents

Retention Period

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

Destruction of Records

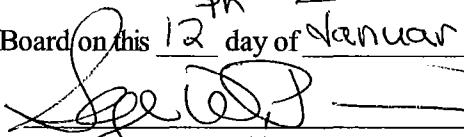
The Association's board of directors shall be responsible for the complying with the records retention policy and the destruction of such records. The destruction of records may be done one of several ways, including shredding, incinerating, pulverizing, and deleting/destroying of electronic files. While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

Amendment

This policy may be amended from time to time by the Board of Directors of the Association.

This Document Retention Policy is effective upon recordation in the Public Records of Bexar County, Texas, and shall supercede any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or this Policy, all other provisions contained within the Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

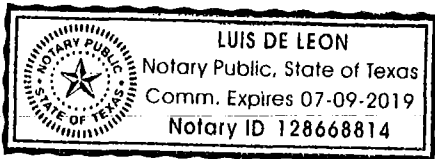
Approve and adopted by the Board on this 12th day of January, 2018.



George Pease, President,
Helotes Park Terrace Owners Association, Inc.

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared GEORGE PEASE, President of the Helotes Park Terrace Owners Association, Inc., a Texas non-profit corporation, known to be to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein state.

Given under my hand and seal of office this 12th day of January, 2018.




Notary Public, State of Texas

Luis De Leon
Printed Name

My commission expires: 07/09/2019

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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 available.

Format

The Association may produce the documents requested in hard copy, electronic or other format of its choosing.

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 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.

Advance Payment

The Association may require an advance payment of estimated costs. If the actual costs 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.

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

Summaries / Compilations

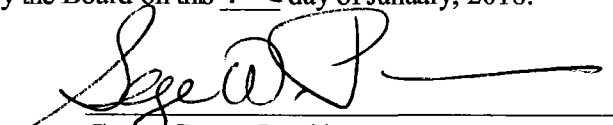
The duty to provide documents pursuant to requests applies only to existing books and records. The Statute does not obligate or compel the Association to create a new document, prepare a summary of information or compile and report data.

Amendment

This policy may be amended from time to time by the Board of Directors of the Association.

This Records and Production Policy is effective upon recordation in the Public Records of Bexar County, Texas, and shall supercede any policy regarding Records and Production which may have previously been in effect. Except as affected by Section 209.005 and/or this Policy, all other provisions contained within the Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

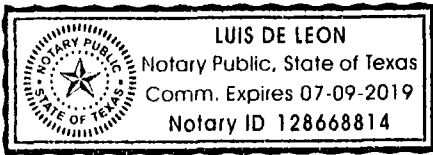
Approve and adopted by the Board on this 12 day of January, 2018.

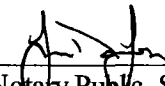

George Pease, President
Helotes Park Terrace Owners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared GEORGE PEASE, President of the Helotes Park Terrace Owners Association, Inc., a Texas non-profit corporation, known to be to be the person and officer whose name is subscribed to the foregoing instrument 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 state.

Given under my hand and seal of office this 12th day of January, 2018.





Notary Public, State of Texas

Luis De Leon

Printed Name

My commission expires: 07/09/2019

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**HELOTES PARK TERRACE
OWNERS ASSOCIATION INC.'S
PAYMENT PLAN POLICY**

STATE OF TEXAS

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COUNTY OF BEXAR

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WHEREAS, the Helotes Park Terrace Owners Association, Inc., (hereinafter "Association"), is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Declaration for the Association; and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 (Section 209.0062"), thereto regarding alternative payment schedules for assessments ("payment plans"); and

WHEREAS, the Board of Directors of the Helotes Park Terrace Owners Association, Inc., desires to hereby establish a payment plan consistent with the provisions of Section 209.0062 and to additionally provide clear and definitive guidance to its members.

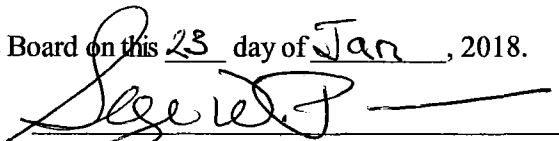
NOW THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under an approved 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 during the period the payment plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and is subject to change from time-to-time. Interest will continue to accrue during the period of the plan as allowed under the declaration. The Association may provide an estimate of the amount of interest which may accrue under any proposed plan.
3. All payment plans must be in writing on a form provided by the Association and signed by the owner(s).
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.

11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and the law.
12. 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 previous two (2) years.
13. The Association is not required to allow an owner to enter into a payment plan more than once in any 12-month period.

This Policy is effective upon recordation in the Public Records of Bexar County, Texas, and shall supercede any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or this Policy, all other provisions contained within the Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

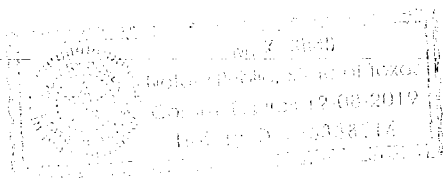
Approve and adopted by the Board on this 23 day of Jan, 2018.



George Pease, President
Helotes Park Terrace Owners Association, Inc.

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared GEORGE PEASE, as President of the Helotes Park Terrace Owners Association, Inc. a Texas non-profit corporation, known to be to be the person and officer whose name is subscribed to the foregoing instrument 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 state.

Given under my hand and seal of office this 23 day of Jan, 2018.




Notary Public, State of Texas
M.K. Sims
Printed Name

My commission expires: 12/08/2019

5. A Payment Plan may be as short as three (3) months and as long as twenty-three (23) months based on the guidelines provided below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times the annual assessment..... up to 24 months.
 - b. Total balance up to 3 times the annual assessment.....up to 36 months.
 - c. Total balance greater than 3 times the annual assessment... up to 36 months.
6. On a case-by-case basis, and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed.
7. A payment plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner shall be required to pay all future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It shall be considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
10. On a case-by-case basis, the Association may agree, but shall have no obligation to do so, to reinstate a voided Payment Plan once during the duration of the Payment Plan period if all missed payments are made up at the time the owner submits a written request for reinstatement.

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

FEB 23 2018



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS