

15
SCANNED

**NOTICE OF FILING OF
DEDICATORY INSTRUMENTS OF
ROCKY POINT SUBDIVISION OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF WILSON §

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the Rocky Point Subdivision that said property is subject to the attached documents, labeled as Exhibit "A" through "E", and incorporated herein.

- "A" Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rocky Point Subdivision;
- "B" Resolution of the Board of Directors of Rocky Point Subdivision Owners Association, Inc. Regarding Records Retention Policy;
- "C" Resolution of the Board of Directors of Rocky Point Subdivision Owners Association, Inc. Regarding Records Production and Copying Policy;
- "D" Resolution of the Board of Directors of Rocky Point Subdivision Owners Association, Inc. Regarding Payment Plan Guidelines;
- "E" Rocky Point Subdivision Owners Association, Inc. Architectural Request for Improvement and Reply Form; and,
- "F" Management Certificate for Rocky Point Subdivision Owners Association, Inc.

Thus signed and certified this 13 day of January, 2021.

**ROCKY POINT SUBDIVISION OWNERS
ASSOCIATION, INC.**

By: 

Tom L. Newton, Jr.,
Attorney for Association

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

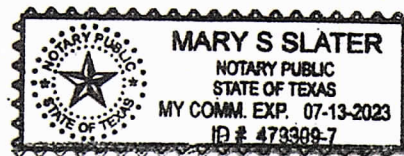
Before me, the undersigned notary public, on this day personally appeared Tom L. Newton, Jr., acting on behalf of Rocky Point Subdivision Owners Association, Inc. known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 13 day of January, 2021.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rocky Point Subdivision Owners Association, Inc.
c/o Allen Stein & Durbin, P.C.
6243 IH 10 West, 7th Floor
San Antonio, Texas 78201
6337001/2035395



**SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ROCKY POINT SUBDIVISION**

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

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Rocky Point Subdivision, recorded at Volume 2064, Page 267, Official Public Record of Real Property of Wilson County, Texas, is hereby amended to read as follows:

I.

Section 3.13 of the Declaration is amended to read as follows:

3.13 *Animals.* Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

3.13.1 Household pets, such as cats, dogs and birds.

3.13.2 Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.

3.13.3 Livestock, provided that a total of no more than one head per acre of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot.

3.13.4 Poultry, including, but not limited to chickens.

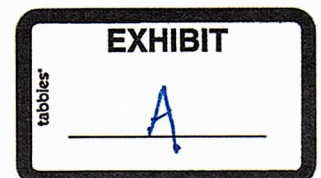
3.13.5 No pigs or hogs may be raised, kept or bred, except for 4-H or FFA school supervised programs.

3.13.6 Dogs must be kept in fenced in area or under leash.

II.

Section 7.11 of the Declaration is amended to read as follows:

7.11 *Association.* Every owner of a lot in the Subdivision shall be a member of the association of Owners ("Association"). There shall be one vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors



shall be one vote per Lot. Anyone owning more than one Lot shall have one vote for each Lot owned. The Association will be governed by this Declaration, its Certificate of Formation, if any, and its bylaws and rules adopted by its board of directors (collectively, "Dedictory Instruments"). Every Owner will be a member and agrees to comply with the Dedictory Instruments with the same consequences for failure to comply as are contained in this Declaration for failure to comply with it. Membership in the Association is appurtenant to and may not be separated from ownership of a Lot. If more than one person is an Owner of a Lot, only one vote may be cast for the Lot. The Association will have the powers of a Texas non-profit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Dedictory Instruments. The Association may levy assessments to pay the expenses of its formation; to promote the recreation, health, safety, and welfare of Owners in the Subdivision; to fund its operating expenses; and to improve and maintain any Common Areas, including retention or detention ponds. An assessment is a personal obligation of each Owner when the assessment accrues. Assessments are secured by a continuing vendor's lien on each Lot, and the lien is reserved by Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants a lien, together with the power of sale, to the Association to secure assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to assessments due before the foreclosure. The annual assessment shall be due January 1 of each year, in the amount of \$350.00, or such higher amount as may be set by the Board to cover anticipated expenses for the upcoming year, including an allowance for financial reserves; provided however, that any assessment increase approved by the Board may be rescinded by a two-thirds vote of Members voting in person or by proxy at a meeting of the Members at which a quorum is present. Regular assessments will be equal to all Lots. Assessments due but unpaid shall accrue interest at the rate of 18% per year. The bylaws and rules specify the Association's remedial rights to charge late fees for late payment of assessments; enforce compliance with the Dedictory Instruments; and assess an Owners for attorney's fees and costs arising out of enforcement actions, foreclosure of the Association's Lien, or suspension of an Owner's rights, including voting rights, for a delinquency in paying an assessment or other violations of the Dedictory Instruments.

Signed this the 17 day of November, 2020.

ROCKY POINT SUBDIVISIONS OWNERS
ASSOCIATION, INC., a Texas non-profit corporation

Laurie Doucet
Laurie Doucet, President

Teresa De Los Santos
Teresa De Los Santos, Secretary

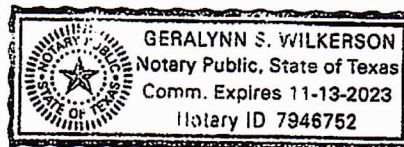
STATE OF TEXAS §
 §
COUNTY OF WILSON §

Before me, the undersigned notary public, on this day personally appeared Laurie Doucet, known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 31 day of November, 2020.

Geralynn S. Wilkerson
Notary Public, State of Texas

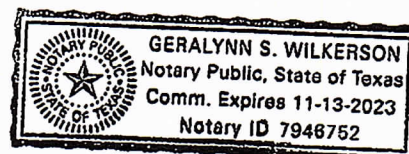
STATE OF TEXAS §
 §
COUNTY OF WILSON §



Before me, the undersigned notary public, on this day personally appeared Teresa De Los Santos, known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 30 day of November, 2020.

Geralynn S. Wilkerson
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

Rocky Point Subdivision Owners Association, Inc.

c/o Allen, Stein & Durbin, P.C.

6243 IH 10 West, 7th Floor

San Antonio, TX 78201

6337 001/1909042

RESOLUTION OF THE BOARD OF DIRECTORS
OF ROCKY POINT SUBDIVISION OWNERS ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY

STATE OF TEXAS S
COUNTY OF WILSON S

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.0062, Texas Property Code, **Rocky Point Subdivision Owners Association, Inc.**, acting through its Board of Directors, has adopted the following record retention policy, to wit:

- (1) the certificate of formation (formerly known as articles of incorporation), by-laws restrictive covenants, and all amendments to the certificate of formation, by-laws, and covenants shall be retained permanently;
 - (2) financial books and record shall be retained for seven years;
 - (3) account records of current owners, shall be retained for five years,
 - (4) contracts with a term year of one year or more shall be retained for four years after the expiration of the contract term;
 - (5) minutes of meetings of the owners and the board shall be retained for seven years;
- and
- (6) tax returns and audit records shall be retained for seven years.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 30 day of October, 2019

Rocky Point Subdivision Owners Association, Inc.

By: Laurie Doucet
Laurie Doucet, Its President

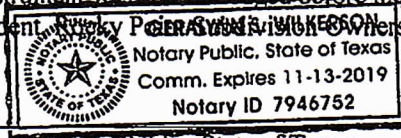
Attest:
By: Teresa L. De Los Santos
Teresa L. De Los Santos, Its Secretary



STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Laurie Doucet, President, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above

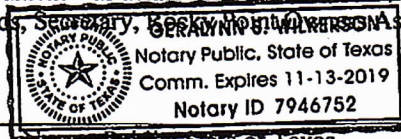


Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Teresa L. De Los Santos, Secretary, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rocky Point Subdivision Owners Association, Inc.
P.O. Box 780428
San Antonio, Texas 78278-0428

Res: Retention Policy

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROCKY POINT SUBDIVISION OWNERS ASSOCIATION, INC.
REGARDING RECORDS PRODUCTION AND COPYING POLICY
Revised 8-22-18**

STATE OF TEXAS S
COUNTY OF WILSON S

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.0062, Texas Property Code, **Rocky Point Subdivision Owners Association, Inc.**, acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to wit:

(a) Copy charge

(1) Standard paper copy. The charge for standard paper 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 information is 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) Magnetic tape – actual cost
- (C) Data cartridge – actual cost
- (D) Tape cartridge – actual cost
- (E) Rewritable CD (CD-RW) - \$1.00
- (F) Non-rewritable CD (CD-R) - \$1.00
- (G) Digital video disc (DVD) - \$3.00
- (H) JAZ drive-actual cost
- (I) Other electronic media- actual cost
- (J) VHS video cassette-\$2.50
- (K) Audio cassette - \$1.00
- (L) Oversize paper copy (e.g. 11 inches by 17 inches, green bar, blue bar, not including maps and photographs using specialty paper) - \$.50;
- (M) Specialty paper (e.g. Mylar, blueprint, blue line, map, photographic – actual cost.

(b) Labor charge for locating, compiling, manipulating data and reproducing information.

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

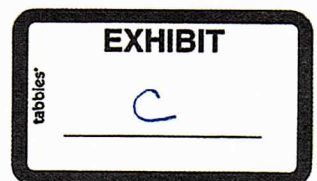
(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or few pages of paper records, unless the documents to be copies are located in:

(A) Two or more separate buildings that are not physically connected with each other, or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential 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 non-confidential information. A labor



charge shall not be made for redacting confidential information for request of 50 or fewer pages, unless the request 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.

(5) For purposes of paragraph (2) (A) 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) Overhead charge

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% for the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20=\$3.00

(d) Remote document retrieval charge.

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.

(e) Miscellaneous supplies

The actual costs of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

(f) Postal and shipping charges

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By the signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed 30 day of October, 19
Rocky Point Subdivision Owners Association, Inc.

By: Laurie G. Doucet
Laurie Doucet, Its President

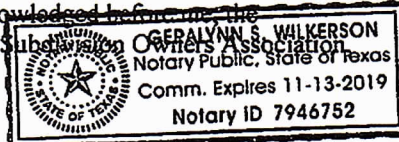
Attest:

By: Teresa De Los Santos
Teresa L. De Los Santos, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Laurie Doucet, President, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above

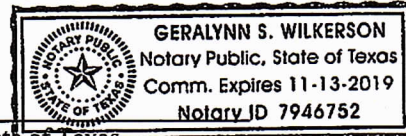


Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Teresa L. De Los Santos, Secretary, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above.



Notary Public, State of Texas

AFTER FILING AND RECORDING RETURN TO:
Rocky Point Subdivision Owners Association, Inc.
P.O. Box 780428
San Antonio, Texas 78278-0428

Res: Regarding records/copying

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ROCKY POINT SUBDIVISION OWNERS ASSOCIATION, INC.
REGARDING PAYMENT PLAN GUIDELINES
Revised 8-22-18**

STATE OF TEXAS S

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON S

Pursuant to Section 209.0062, Texas Property Code, **Rocky Point Subdivision Owners Association, Inc.**, acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to wit:

1. All payment plans must be in writing, signed by one or more owners of property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following of the approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following of the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion ; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signature below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.



Thus executed 30 day of October, 2019

Rocky Point Subdivision Owners Association, Inc.

By: Laurie Doucet
Laurie Doucet, Its President

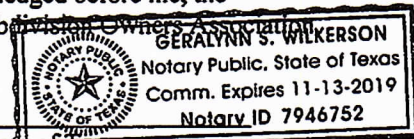
Attest:

By: Teresa L. De Los Santos
Teresa L. De Los Santos, Its Secretary

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Laurie Doucet, President, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above

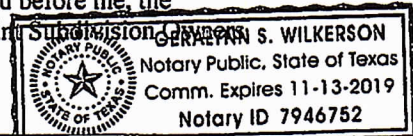


Notary Public, State of Texas

STATE OF TEXAS S

COUNTY OF WILSON S

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Teresa L. De Los Santos, Secretary, Rocky Point Subdivision Owners Association, Inc., on the date of execution set forth above.



Notary Public, State of Texas

AFTER FILING AND RECORDING RETURN TO:

Rocky Point Subdivision Owners Association, Inc.
P.O. Box 780428
San Antonio, Texas 78278-0428

Res: BOD Payment Plan

ROCKY POINT SUBDIVISON OWNERS ASSOCIATION, INC.
Architectural Request for Improvement and Reply form

Lot Owner: _____

Lot Number: _____ Unit Number: _____

Mailing Address _____

Phone _____ Email _____ Cell _____

Approval requested for (attached 1 full set of detailed construction plans):

New House Detached Garage or Carport Fence

Driveway Other (please describe) _____

Start date _____ Signature of Owner _____

FOR ACC USE ONLY:

Request: Approved Approved with conditions Denied

If request approved with conditions, state required conditions below:

If request denied, state changes required for request to be reconsidered for approval:

Committee Member

Date

Committee Member

Date

C/o Homeowners Service Company, P.O. Box 780428, San Antonio, Texas 78278-0428
Telephone 492-7264 fax 492-6321
Email Ger2302@att.net



**MANAGEMENT CERTIFICATE FOR
ROCKY POINT SUBDIVISION OWNERS ASSOCIATION, INC.**

The following information is being provided pursuant to Section 209.004, Texas Property Code:

1. Name of Subdivision: Rocky Point Ranch
2. Name of the Association: Rocky Point Subdivision Owners Association, Inc.
3. Mailing Address: P.O. Box 780428
San Antonio, Texas 78278-0428
4. Subdivision Plat information: Vol. 12 Pages 13 through 15, of the Plat records, Wilson County, Texas.
5. Declaration Information: Amended and Restated Volume 2030 Page 902, Official Public Records, Wilson County, Texas in accordance to Section 6.
6. Association management or Representative: Homeowners Service Company
c/o Gerry Yost
P.O. Box 780428
San Antonio, Texas 78278-0428

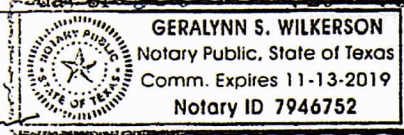
Rocky Point Subdivision Owners Association, Inc.
A Texas Non-Profit Corporation

Laurie Doucet
BY: Laurie Doucet, President

STATE OF TEXAS §
 §
COUNTY OF Wilson §

This instrument has been acknowledged on this 30 day of October, 2019 by person whose name and signature appears above.

Geralynn S. Wilkerson



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Rocky Point Subdivision Owners Association, Inc.
P.O. Box 780428
San Antonio, Texas 78278-0428

Mgt. Cert. Rocky Pt.





VG-3549-2021-102289

Wilson County
Eva S. Martinez
Wilson County Clerk

Instrument Number: 102289

Real Property Recordings

Recorded On: January 15, 2021 10:00 AM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$82.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

Document Number: 102289
Receipt Number: 20210115000006
Recorded Date/Time: January 15, 2021 10:00 AM
User: Georgina L
Station: cclerk01

f+ Record and Return To:

ATTN: MARY SLATER
ALLEN, STEIN & DURBIN, P.C.
6243 W. IH-10, 7TH FLOOR
SAN ANTONIO TX 78201-0190



STATE OF TEXAS
Wilson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Wilson County, Texas

Eva S. Martinez

Eva S. Martinez
Wilson County Clerk
Floresville, TX