

**NOTICE OF FILING OF  
DEDICATORY INSTRUMENTS OF THE  
BLUFFVIEW HEIGHTS HOMEOWNERS ASSOCIATION INC.**

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

**THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR THE 184 ASSOCIATION, INC., PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (hereinafter "Notice of Filing of Dedicatory Instruments") is made this 21<sup>st</sup> day of July, 2020 by the Bluffview Heights Homeowners Association, Inc., (hereinafter "Association"):

**WITNESSETH:**

**WHEREAS**, CENTEX REAL ESTATE CORPORATION, (Declarant), recorded , on or about June 10, 1992, in the Bexar County Real Property Records an instrument entitled "Declaration of Covenants, Conditions and Restrictions for Bluffview of Camino Real Planned Unit Development Unit 4A, also known as Bluffview Heights, ("Declaration")", located in Volume 5360, Page(s) 0069, *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 Bluffview Heights Homeowners Association, Inc., to be executed by its duly authorized agent as of the date first above written.

**THE BLUFFVIEW HEIGHTS HOMEOWNERS ASSOCIATION INC.'S**  
A Texas Non-Profit Corporation

By: Amy Egnaczyk  
Its: Association Manager

**ACKNOWLEDGMENT**

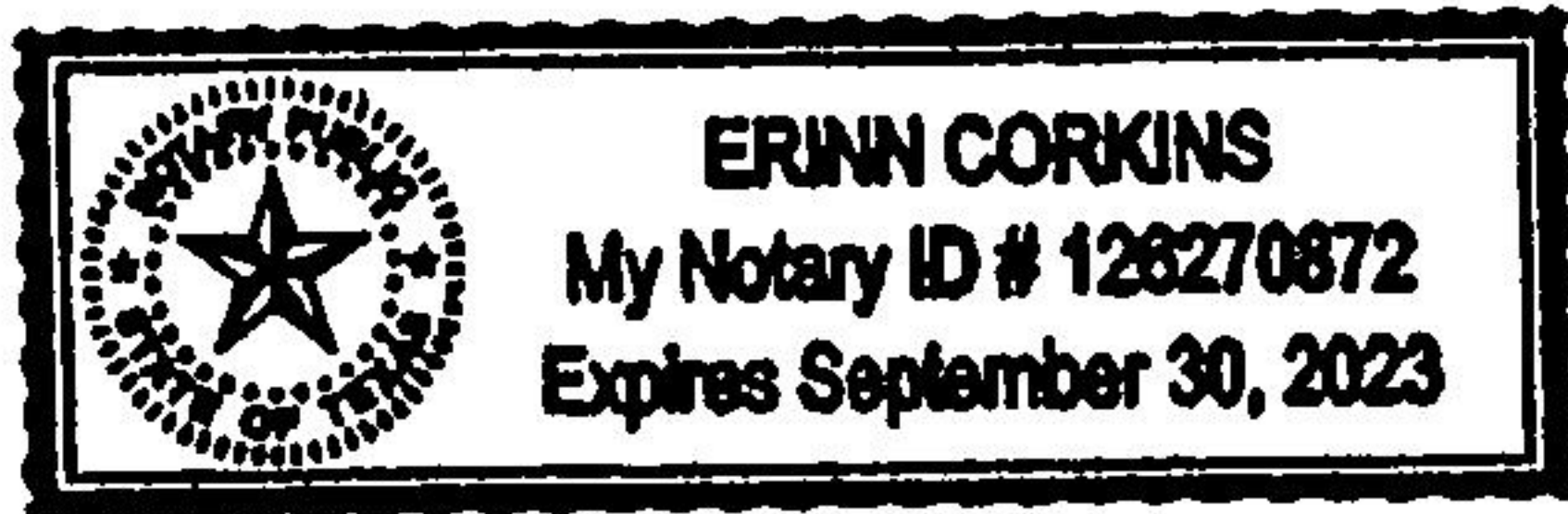
STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

BEFORE ME, the undersigned authority, on this day personally appeared Amy Egnaczyk, for the Bluffview Heights Homeowners 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 21<sup>st</sup> day of July, 2020.

[Signature]  
Notary Public, State of Texas

9-30-2023  
My Commission Expires



**EXHIBIT "A"**

**Dedicatory Instruments**

- A-1. Resolution of the Board of Directors of the Bluffview Heights Homeowners Association, Inc. adopting a Document Retention Policy;
- A-2. Resolution of the Board of Directors of the Bluffview Heights Homeowners Association, Inc., regarding its Records Production Policy;
- A-3. Resolution of the Board of Directors of the Bluffview Heights Homeowners Association, Inc., establishing a Collection Policy;
- A-4. Resolution of the Board of Directors of the Bluffview Heights Homeowners Association, Inc., establishing a Payment Plan Policy;

**EXHIBIT**

**A**



- 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 first (1<sup>st</sup>) 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 TWO

### 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 THREE

### 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.

<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.

<u>Governing Documents</u>	<u>Retention Period</u>
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.

**Document Retention Policy**

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.

Approved and adopted by the Board on this 21 day of <sup>July</sup> ~~March~~, 2020. *KL*

*Karen Lares*

Karen Lares, President  
Bluffview Heights Homeowners Association, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

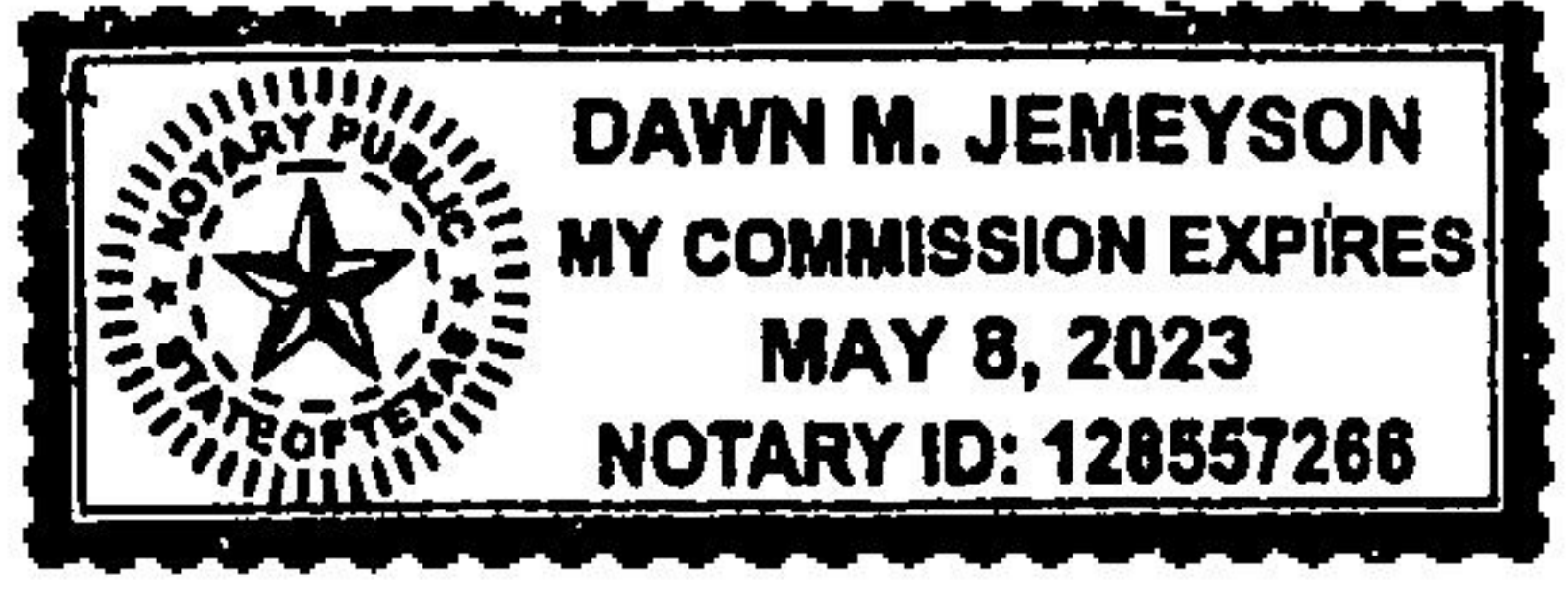
Before me, the undersigned authority, on this day personally appeared Karen Lares as President of the Bluffview Heights Homeowners Association, Inc., a Texas non-profit corporation, known to be to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that 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 21 day of <sup>July</sup> ~~March~~, 2020.

*[Signature]*  
Notary Public, State of Texas

Dawn Jemeyson  
Printed Name

My commission expires: 5/8/23



**EXHIBIT**

**B**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BLUFFVIEW HEIGHTS HOMEOWNERS ASSOCIATION, INC.  
REGARDING ITS RECORDS PRODUCTION POLICY**

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

**WHEREAS**, the Bluffview Heights Homeowners Association, Inc., (hereinafter the "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 209.005 (Section 209.005"), thereto regarding the Association's Records and Production Policy ("Records and Production Policy"); and

**WHEREAS**, the Board of Directors of the Bluffview Heights Homeowners Association, Inc., desires to hereby establish a Records and Production Policy consistent with the provisions of Section 209.005 and to additionally provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following Records and Production Policy:

**RECORDS PRODUCTION POLICY**

This Records and Production Policy is adopted by the Board of Directors of the Bluffview Heights Homeowners Association, Inc., pursuant to Texas Property Code §209.005 (hereinafter "the Statute").

**Request for Records**

The Owner or the Owner's authorized representative must submit a written request by certified mail. 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.

**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.

### 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.

### Format

The Association may produce the documents requested in hard copy, electronic or any 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**

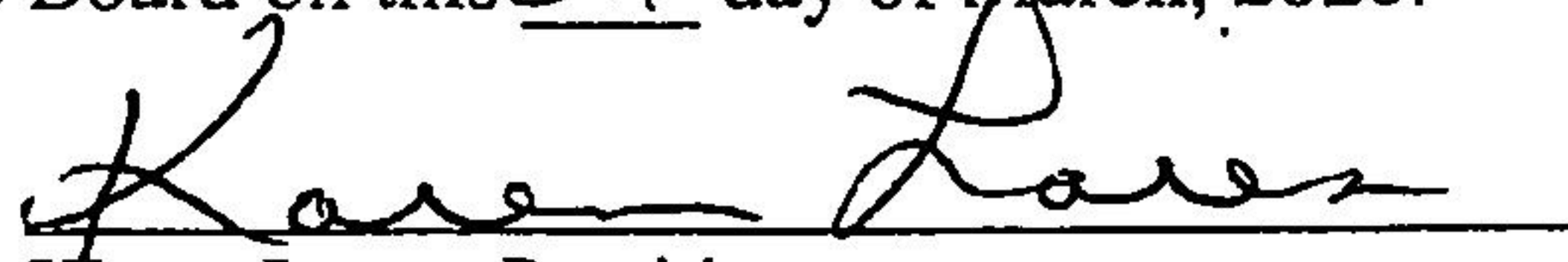
The duty to provide documents pursuant to requests applies only to existing books and records. The Statute does not obligate or compel the Association to create a new document, prepare a summary of information or compile and report data.

**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.

Approved and adopted by the Board on this 21 day of <sup>July</sup> ~~March~~, 2020. KL

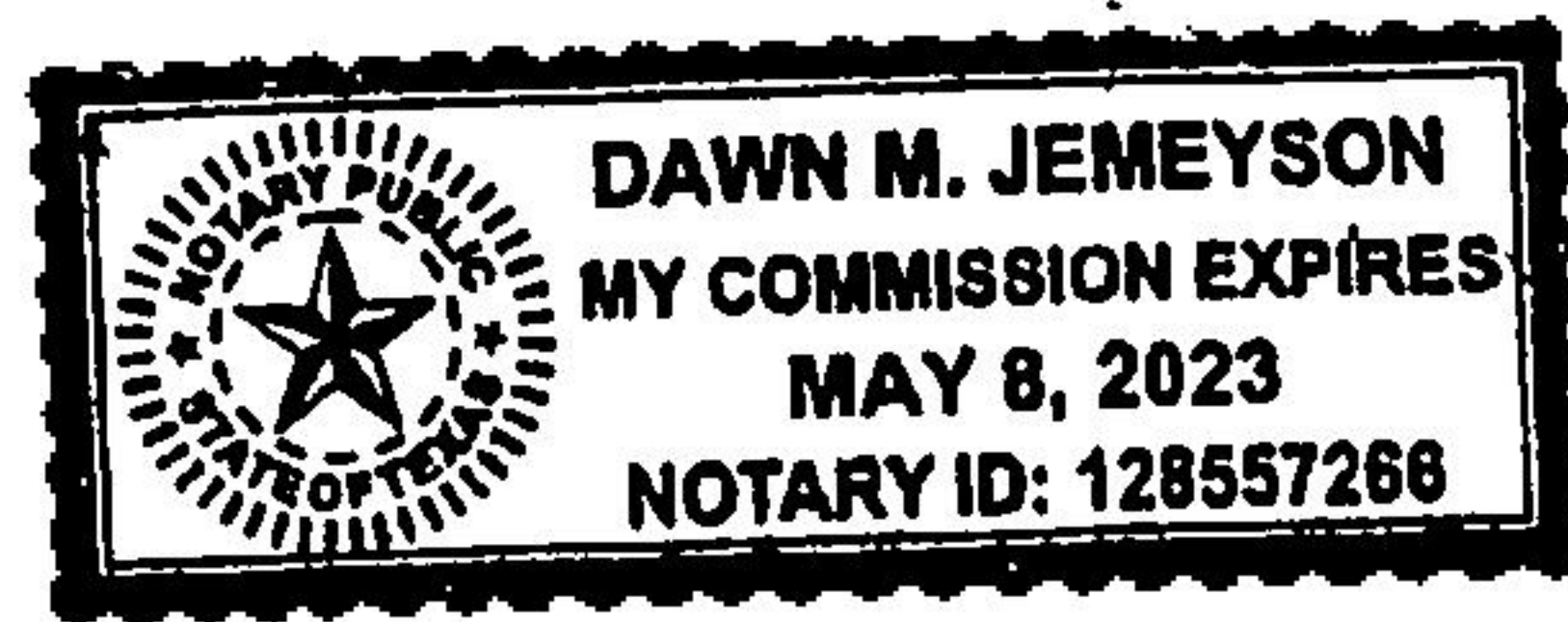
  
 \_\_\_\_\_  
 Karen Lares, President  
 Bluffview Heights Homeowners Association, Inc.

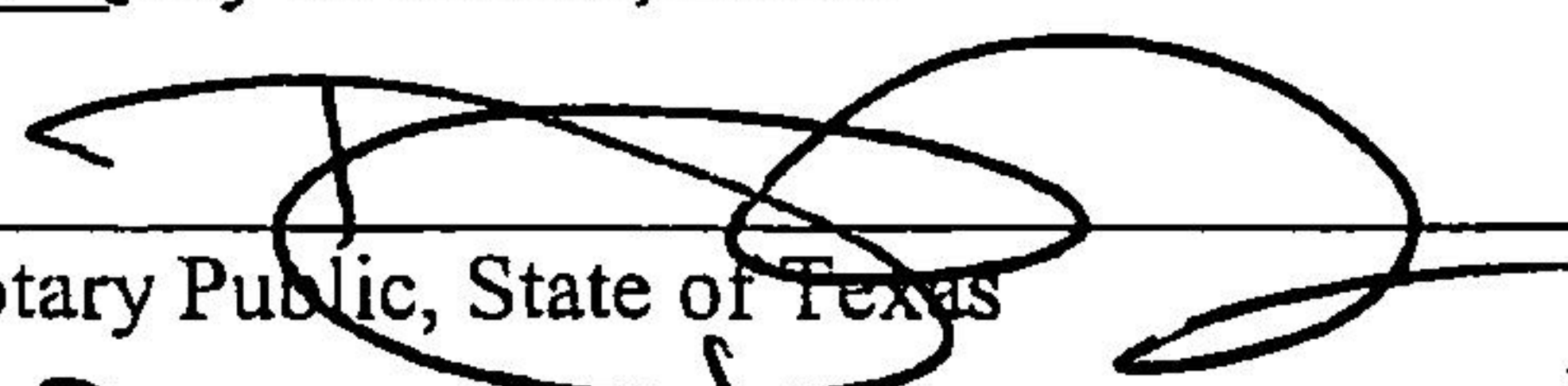
STATE OF TEXAS           §  
   §  
 COUNTY OF BEXAR       §

Before me, the undersigned authority, on this day personally appeared Karen Lares as

President of the Bluffview Heights Homeowners 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 21 day of ~~March~~ <sup>July</sup>, 2020.



  
Notary Public, State of Texas

Dawn Jemeyson  
Printed Name

My commission expires: 5/8/2023

**EXHIBIT**

**C**



in accordance with the Association's Payment Plan Policy recorded under Document No. \_\_\_\_\_, in the real property records of Bexar County, Texas.

**Interest, Late Fees and Administrative Fees:** All delinquent assessments shall bear interest from the date of the delinquency at the highest rate allowed by law per annum until paid in full. All delinquent assessments shall be assessed a THIRTY DOLLAR (\$30.00) monthly late fee from the date of the delinquency until paid in full. Administrative fees incurred by the Association shall be added to each owner's account as stated below.

**Insufficient Funds:** Any payment returned to the Association or its Agent marked "insufficient funds" or the equivalent shall be subject to a return check fee. Said fee shall be determined in the Association's agreement with its Agent, or as determined by the financial institution utilized by the Board or its Agent.

**Waiver:** Properly levied interest, late fees, administrative fees, and collection costs (including those of a third-party collection agent), and related fees may only be waived by a majority vote of the Board.

**Collection of Delinquent Accounts:**

1. All delinquent accounts shall bear interest at the rate contemplated above and be subject to late fees and administrative fees;
2. If an account remains delinquent for a period of thirty (30) days, the Association and/or its Agent shall send a "courtesy notice" to the Owner via regular mail advising them of the delinquency and requesting that they make payment within thirty (30) days;
3. If an account remains delinquent for period of sixty (60) days and the balance of the account exceeds the total sum of \$100.00, then the Association or its Agent shall send demand for payment via certified mail pursuant to Texas Property Code Section 209.0064. If the Owner fails to pay in full or enter into a written payment plan agreement within thirty (30) days of receipt of said demand, then an administrative fee of THIRTY FIVE DOLLARS (\$35.00) shall be added to the Owner's account and the Association or its Agent shall turn the delinquent account over to the Association's attorney for formal collection action. Formal collection action includes, but is not limited to, sending a thirty (30) day formal demand letter, filing a Notice of Lien or similar instrument in the official public records, and progressing to the filing of a lawsuit seeking judgment against the Owner for all unpaid amounts, including costs of collection, and foreclosure of the Association's lien; and
4. Any Owner's account that remains delinquent for a period exceeding thirty (30) days shall have their right to use of the Common Areas suspended during the period which any assessment against his/her lot remains unpaid, as contemplated by section 8.1(b)

of the Covenant.

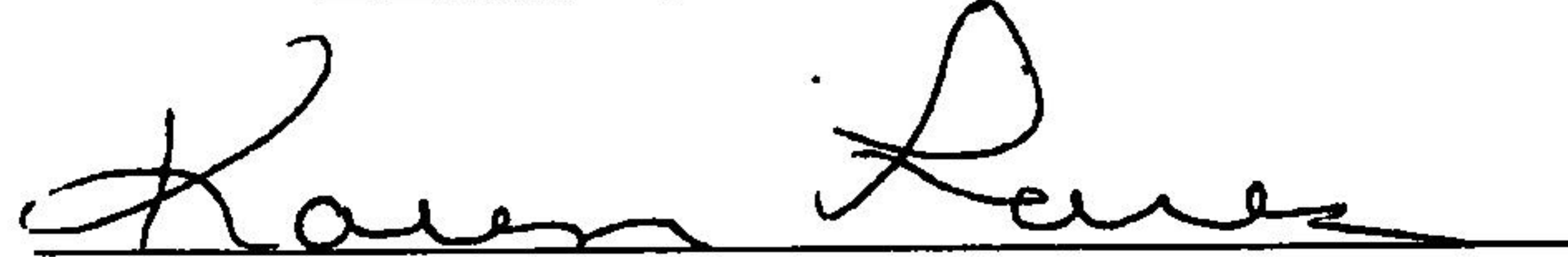
**Costs of Third-Party Collection Agents:** Any costs or fees incurred by the Association from a third-party collection agent shall be added to the delinquent Owner's account balance.

**Priority of Payments:** All payments received from any Owner will be applied to the Owner's delinquency in accordance with the order of priority contemplated by Texas Property Code Section 209.0063.

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

This Collection Policy is effective upon recordation in the Public Records of Bexar County, Texas, and shall supersede any policy regarding collections which may have previously been in effect. All other provisions contained within the Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this the 21 day of <sup>JULY KL</sup> March, 2020.



Karen Lares, President  
Bluffview Heights Homeowners Association, Inc.,

STATE OF TEXAS

§

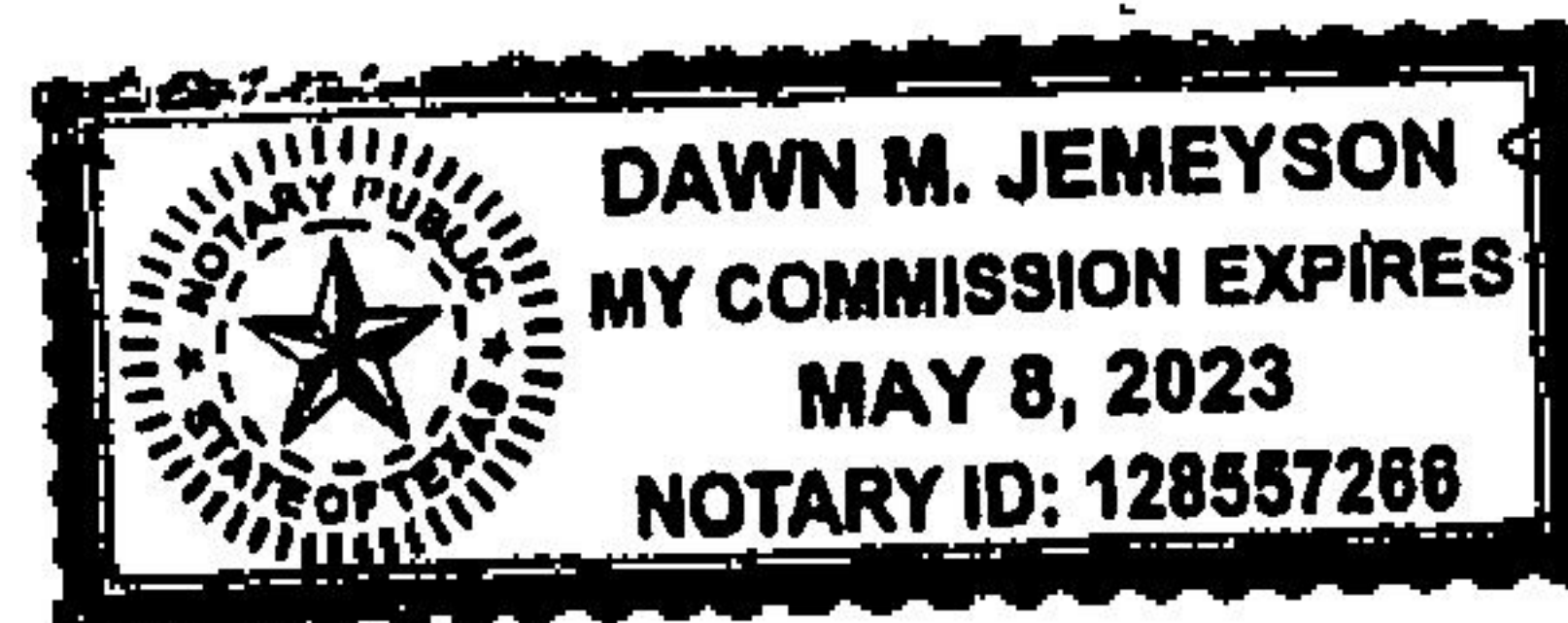
COUNTY OF BEXAR

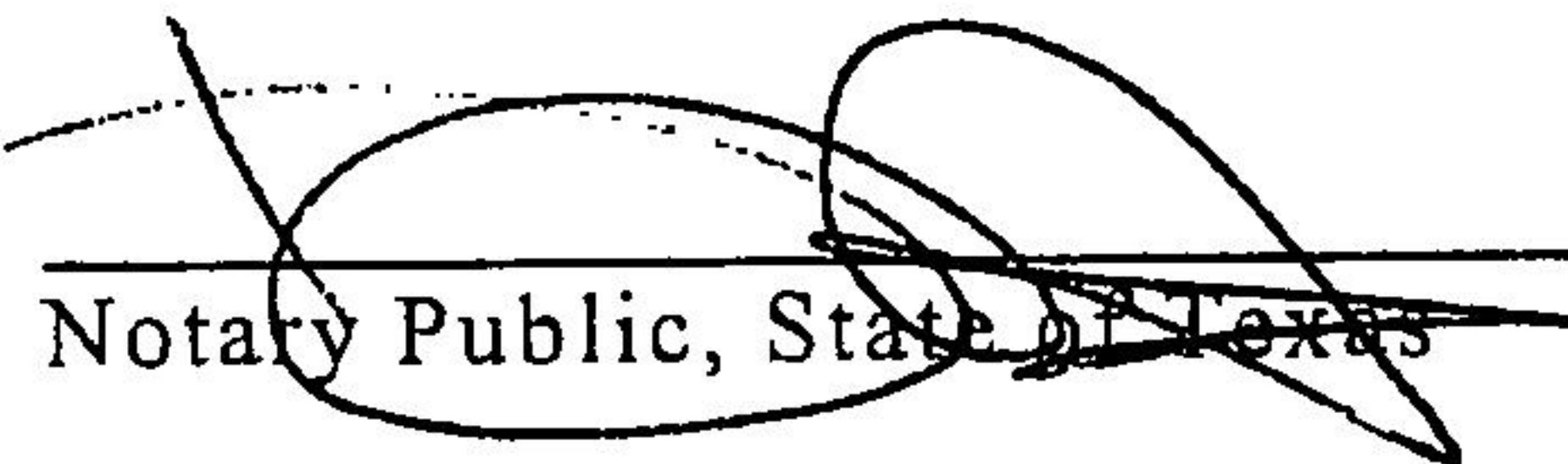
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Before me, the undersigned authority, on this day personally appeared Karen Lares, President of Bluffview Heights Homeowners Association, Inc., a Texas non-profit corporation, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she 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 the 21 day of <sup>July</sup> March, 2020.



  
Notary Public, State of Texas

Dawn Jemeyson  
Printed Name

My commission expires: 5/9/23

**EXHIBIT**

**D**



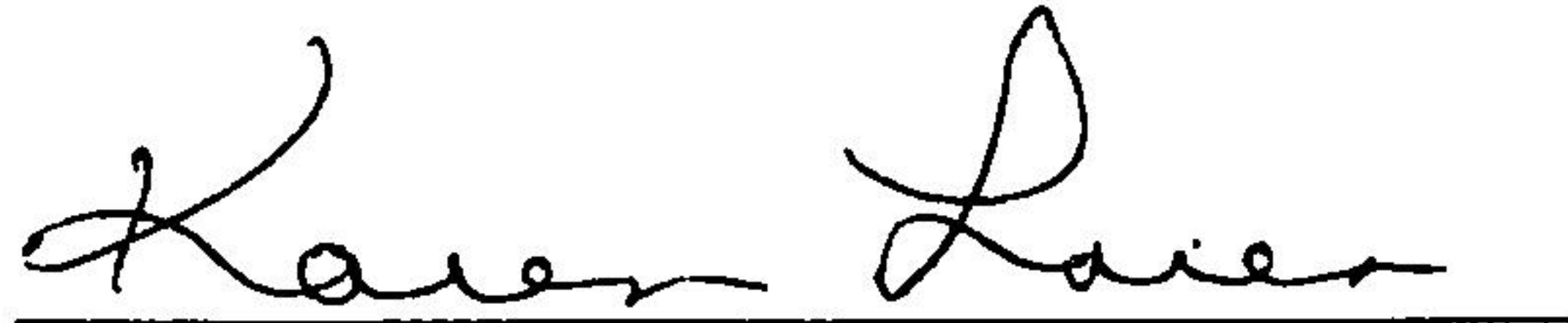
- c. Acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines provided below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
    - a. Total balance up to 2 times the annual assessment...up to 6 months.
    - b. Total balance up to 3 times the annual assessment...up to 12 months.
    - c. Total balance greater than 3 times the annual assessment...up to 18 months.
  6. One a case-by-case basis, and upon request of the owner, the Board may approve an individual Payment Plan exceeding eighteen (18) months in length.
  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;
    - b. misses a payment due in a calendar month;
    - 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, however, 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.
  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 applicable 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 make a payment plan available to an owner after the period to cure described by Section 209.0064(b)(3) of the Texas Property Code expires. On a case-by-case basis, however, the Association may agree, but shall have no obligation to do so, to make a payment plan available to an owner after the period described by Section 209.0064(b)(3) of the Texas Property Code expires.
- 14. The Association is not required to allow an owner to enter into a payment plan more than once in any 12-month period. On a case-by-case basis, however, the Association may agree, but shall have no obligation to do so, to make a payment plan available to an owner more than once in any 12-month period.

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

This Policy is effective upon recordation in the Official 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.

Approved and adopted by the Board on this 21 day of <sup>July</sup> ~~March~~, 2020. *KL*



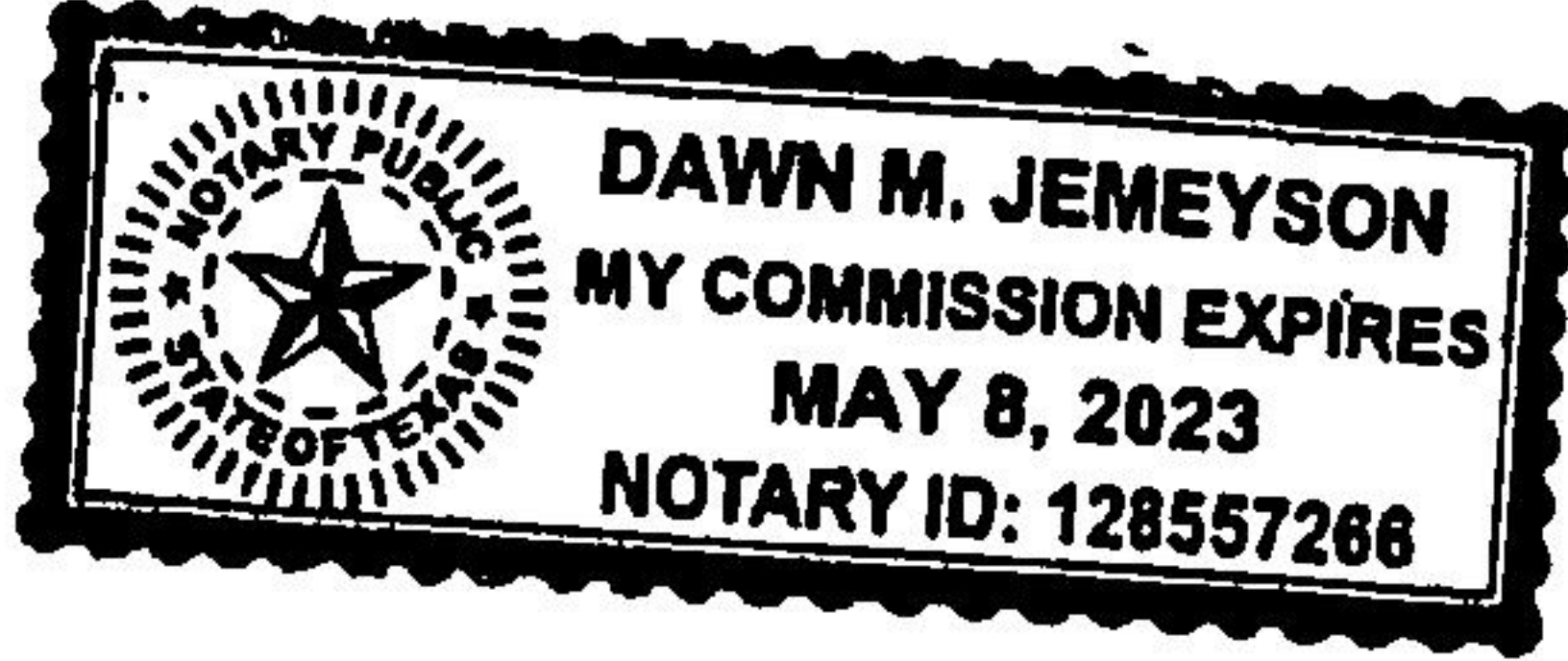
Karen Lares, President  
Bluffview Heights Homeowners Association, Inc.


STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

Before me, the undersigned authority, on this day personally appeared Karen Lares as President of the Bluffview Heights Homeowners 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 21 day of ~~March~~ <sup>July</sup>, 2020.



  
\_\_\_\_\_  
Notary Public, State of Texas

Dawn Jemeyson  
Printed Name

My commission expires: 5/8/2023

**File Information**

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

**Document Number:** 20200160025  
**Recorded Date:** July 21, 2020  
**Recorded Time:** 4:08 PM  
**Total Pages:** 26  
**Total Fees:** \$122.00

**\*\* 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: 7/21/2020 4:08 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk