

# Helotes Park Terrace Homeowners Association, Inc.

P.O. Box 1400, Helotes, TX 78023  
<https://hpt-hoa07.com>

## 26th Annual Meeting - 30 Day Meeting Notice Attachment

Per the agenda, the following topics will be presented to homeowners for vote. Please reach out to the HPT HOA Board of Directors if you have questions.

### CC&R Amendment – Fencing 2.6.A

#### Proposed

CC&R Section 2.6 WALLS, FENCES AND HEDGES

~~A. No walls, fences or hedges shall be erected or maintained nearer to the front line of any Lot than walls of the dwelling situated on such Lot that are nearest to such front lot line, but may be located on side lot lines.~~

*This will allow front yard fencing*

### CC&R Amendment – Professional Management 3.7

#### Proposed

- The Board may retain, hire employ or contract with such professional management as the Board deems appropriate to perform day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration, and operation of the Subdivision ~~as provided for herein and as provided for in the Bylaws.~~

*This will resolve conflicting language between CC&Rs and Bylaws, per recommendation from HOA lawyer.*

### CC&R Amendment – Enforcement of Annual Maintenance Charge 4.5

#### Proposed

The annual maintenance charge assessed against each owner shall be due and payable, in advance, ~~on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the second (2nd) day of January each year. Any amount~~ portion of the annual maintenance charge not paid and received **by the Association** by the tenth (10<sup>th</sup>) day of January shall be deemed delinquent ~~and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid.~~ **Delinquent annual maintenance charges shall be**

addressed by the Association in accordance with the Collection Policy adopted by the Board and consistent with this Declaration.

- A. Interest. Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by applicable law. If the Board fails to establish a rate, the rate is ten percent (10%). ~~To secure the payment of the annual maintenance charge, special assessments levied hereunder and any other sums due hereunder (including without limitation interest, late fees or delinquency charges), a Vendor's Lien and Superior Title shall be and is hereby reserved in and to each Lot and Unit assigned to the Association, without recourse, which Lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Section 4.5 and the Superior Title herein reserved shall be deemed subordinate to any mortgage for the purpose or improvements of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner.~~
- B. Late Fee. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.
- C. Collection Costs. To secure the payment of the annual maintenance charge, special assessments, interest, late fees, and other sums due hereunder, a vendor's lien and superior title are hereby reserved in favor of the Association as more fully set forth herein. In the event of collection action, the owner shall be responsible for all reasonable costs of collection, including attorney's fees, court costs, and administrative expenses to the extent permitted by law.

*This will resolve conflicting language between CC&Rs and Collection Policy recommended by HOA lawyer.*

## **Bylaw Amendment – Manager 2.9.2**

### Proposed

- The Association may employ a manager or managing agent for the Association, to perform duties and services authorized by the Board, provided **by a majority vote of the Board** ~~Association authorizes the Board to do so under Article 5.7.~~

*This will resolve conflicting language between CC&Rs and Bylaws, per recommendation from HOA lawyer.*

## **Bylaw Amendment – Quorum 5.7**

### Proposed

At any meeting of the Association, the presence in person or by proxy of owners of at least 10 percent of the lots in the Property constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum. Notwithstanding the foregoing, the election to the Board of a person qualified under Article 2.3 in the manner as set forth in 5.14 requires a quorum of **a majority** ~~at least 35%~~ of the members of the Association authorized to vote present at the meeting and during the election in person or by proxy.

Notwithstanding the foregoing:

1. ~~The authorization by the Association to employ a manager or managing agent for the Association under Article 2.9.2; and,~~

2. The amendment to the Bylaws under Article 12.2.2;

each require a quorum of 2/3s of the members of the Association authorized to vote present at the meeting and during the vote in person or by proxy.

*This will clarify quorum and voting requirements according to TX Property Code law and resolve conflict with CC&Rs regarding hiring a management company, recommended by HOA lawyer.*