

**NOTICE OF FILING for the
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

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COUNTY OF BEXAR

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WHEREAS, all of the property located in the Helotes Park Terrace Subdivision (the "Subdivision") is subject to that certain First Amended Declaration of Covenants, Conditions and Restrictions filed at Document No. 20190000535, and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

WHEREAS, in accordance with the Declaration, the Helotes Park Terrace Owners 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");

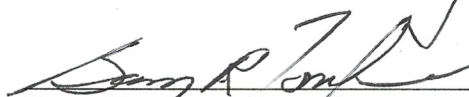
WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

WHEREAS, subsequent to the filing of the original Dedictory Instruments there have been a number of changes to the Texas Property Code pertinent to property owner associations, and the Association has identified, through experience, elements in the current Dedictory Instruments that hinder effective management of the Subdivision 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 Subdivision is located;

NOW, THEREFORE, the Board of the Association hereby declares that Property within the Subdivision 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 Subdivision. 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 25 day of January, 2023.



Barry Tomlinson, President

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Helotes Park Terrace Owners Association, Inc.

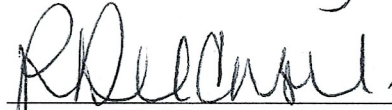
STATE OF TEXAS

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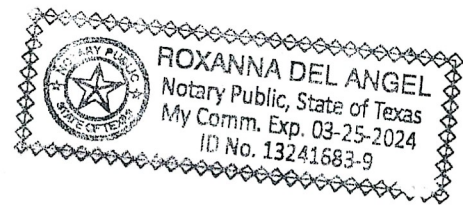
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Barry Tomlinson, President of the Helotes Park Terrace Owners 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 25 day of January, 2023.



Notary Public, State of Texas



2082
11/25/23 12:47pm
25 Jan 2023 12:47pm

**NOTICE OF FILING for the
Helotes Park Terrace Owners Association, Inc.**

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Exhibit 1

**GUIDELINES FOR COVENANT VIOLATION HEARINGS for the
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

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WHEREAS, all of the property located in the Helotes Park Terrace Subdivision (the “Subdivision”) is subject to that certain First Amended Declaration of Covenants, Conditions and Restrictions filed at Document No. 20190000535, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, the Helotes Park Terrace Owners 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, Section 209.007 of the Texas Property Code was added effective September 1, 2021 regarding additional requirements related to an Owner’s request for hearing to discuss and verify facts in an attempt to resolve a curable covenant violation as contemplated by Section 209.006 of the Texas Property Code; and

WHEREAS, the Board of the Association desires to hereby establish Guidelines for Covenant Violation Hearings consistent with the provisions of Section 209.007 and to provide clear and definitive guidance to its members.

NOW THEREFORE, the Board has duly adopted the following *Guidelines for Covenant Violation Hearings* (the “Guidelines”):

GUIDELINES FOR COVENANT VIOLATION HEARINGS

To request a hearing before the Board, the Owner must submit a written request to the Association’s property manager (or to the Board of Directors, if there is no manager) **within 30 days** after the date of the covenant violation notice. The Board shall hold the hearing **not later than the 30th day** after the date the Association receives an Owner’s request for hearing.

The Association shall give the Owner **at least 10 days** advance notice of the date, time, and place of the hearing, and provide a packet to the Owner containing all documents, photographs, and communications related to the matter the Association intends to introduce at the hearing. [Exhibit A – Evidence Packet Checklist].

The Association or the Owner may request **1 postponement** of the hearing, and, if requested, shall be granted for a period of not more than **10 days**. If the Association fails to provide the Owner the evidence packet **at least 10 days** in advance of the hearing, the Owner is entitled to an automatic **15-day postponement** of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. If the Owner or the Owner's designated representative fails to appear for a scheduled hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any.

Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine [if applicable].

The hearing will be held in a closed or executive session of the Board. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An Owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the dispute. At the hearing, the Board should consider the facts and circumstances surrounding the covenant violation.

The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party prior to the commencement of the audio recording.

The Board may set a reasonable time limit for the hearing, to be determined at the Board's sole and absolute discretion, considering factors, including, but not limited to, the complexity of the issue(s). The time limitation established by the Board will be strictly enforced and is intended to allow both the Association and the Owner ample time to present their respective cases and the volunteer Board's reasonably available time to consider such matters.

The Board is not required to deliberate or reach a determination during the hearing. All information presented at the hearing may be taken under advisement by the Board for future consideration. If no determination or resolution is reached during the hearing, the Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no such communication from the Association **within thirty (30) days**, the violation shall be deemed to exist.

All parties participating in the hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a hearing if the Board, in its sole and absolute discretion, determines the hearing has become unproductive and/or contentious. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit B – Hearing Agenda].

Miscellaneous.

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

EXHIBIT A

EVIDENCE PACKET CHECKLIST

The following items are a non-exhaustive list of materials for the hearing.

Documents:

- ☐ Declaration (relevant excerpts)
- ☐ Bylaws (relevant excerpts)
- ☐ Rules and Regulations (relevant excerpts)
- ☐ Policies (relevant policies)
- ☐ ACC Design Guidelines (relevant excerpts)
- ☐ ACC Design Review Procedures (relevant excerpts)
- ☐ Board Meeting Minutes wherein violation at issue was discussed

Photographs or Videos:

- ☐ Covenant Violation
- ☐ Damage to Common Area
- ☐ Damage to Neighboring Property
- ☐ Other relevant photos or videos

Communications (including letters, e-mails, facsimiles, text messages, and voice recordings):

- ☐ Management Company to Owner
- ☐ Owner to Management Company
- ☐ Board Member to Owner
- ☐ Owner to Board Member
- ☐ Neighbor to Management Company re: violation [Redacted]
- ☐ Neighbor to Board Member re: violation [Redacted]

EXHIBIT B

HEARING AGENDA

Note: A member of the Board or the Association's designated representative shall act as the Hearing Officer and preside over the hearing. The Hearing Officer will provide introductory remarks and administer the hearing agenda.

I. Introduction.

Hearing Officer: The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party at this time. The Board has convened for the purpose of holding a hearing requested by [insert Owner name] related to a covenant violation concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Owner to discuss, verify facts, and resolve the matter at issue. However, after both sides are given a reasonable opportunity to present their case, the Board may elect to take the matter under advisement and conclude the hearing, pursuant to these Guidelines.

II. Presentation of Facts.

Hearing Officer: This portion of the hearing is to permit a member of the Board or the Association's designated representative to present the Association's case against the Owner and the opportunity to describe the documents, photographs, and communications contained in the packet provided to the Owner. After the Association has finished its presentation, the Owner or the Owner's designated representative will be entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions during either party's presentation. It is requested that questions by the Owner be held until completion of the presentation by the Association.

[Presentations begin accordingly]

III. Discussion.

Hearing Officer: This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute.

The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution.

Hearing Officer: This portion of the hearing is to permit discussion between the Board and the Owner regarding the final terms of resolution, if any.

If no resolution is reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; or (ii) request that the Board take the matter under advisement and adjourn the hearing.

Exhibit 2

**RELIGIOUS ITEMS DISPLAY POLICY for the
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

STATE OF TEXAS

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WHEREAS, all of the property located in the Helotes Park Terrace Subdivision (the "Subdivision") is subject to that certain First Amended Declaration of Covenants, Conditions and Restrictions filed at Document No. 20190000535, and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

WHEREAS, in accordance with the Declaration, the Helotes Park Terrace Owners 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, Section 202.018 of the Texas Property Code was amended effective May 31, 2021, regarding the regulation of the display of certain religious items; and

WHEREAS, the Board of the Association desires to hereby establish a Religious Items Display Policy consistent with the provisions of Section 202.018 and to provide clear and definitive guidance to its members.

NOW THEREFORE, the Board has duly adopted the following *Religious Items Display Policy* (the "Policy"):

RELIGIOUS ITEMS DISPLAY POLICY

1. A property owner or resident may display or affix religious items to their property. Such items include those related to any faith that is motivated by the owner's or resident's sincere religious belief.
2. To the extent allowed by the Texas Constitution and the United States Constitution, any such displayed or affixed religious items may not:
 - a. Threaten the public health or safety;
 - b. Violate a law other than a law prohibiting the display of religious speech;
or
 - c. Contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. Religious items may be displayed only on the private property owned by the record title owner. Religious items may not be displayed or affixed on:
 - a. Property owned or maintained by the Association
 - b. Property owned in common by members of the Association;
 - c. Property effected by any valid building line, right-of-way, setback, or easement; or
 - d. Any traffic control device, street lamp, fire hydrant, utility sign, pole, or fixture.
4. Approval from the Association is not required for displaying religious items in compliance with this Policy.
5. This Policy will not be interpreted to apply to otherwise permitted temporary seasonal holiday decorations, such as lighting, wreaths, and/or yard decorations. To the extent such temporary seasonal holiday decorations are not of a religious nature, the Board has the sole discretion to determine what items qualify as temporary seasonal holiday decorations and may impose time limits and other restrictions on the display of such decorations. Temporary seasonal holiday decorations may not be installed more than thirty-five (35) days before the respective holiday and shall be removed no later than thirty-five (35) days after the same holiday.
6. 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.

Exhibit 3

**SECURITY MEASURES AND FENCING POLICY for the
HELOTES PARK TERRACE OWNERS ASSOCIATION, INC.**

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WHEREAS, in accordance with the Declaration, the Helotes Park Terrace Owners 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, Section 202.023 of the Texas Property Code was added effective September 1, 2021 regarding the regulation of security measures and perimeter fencing; and

WHEREAS, the Board of the Association desires to hereby establish a Security Measures and Fencing Policy consistent with the provisions of Section 202.023 and to provide clear and definitive guidance to its members.

NOW THEREFORE, the Board has duly adopted the following *Security Measures and Fencing Policy* (the "Policy"):

SECURITY MEASURES AND FENCING POLICY

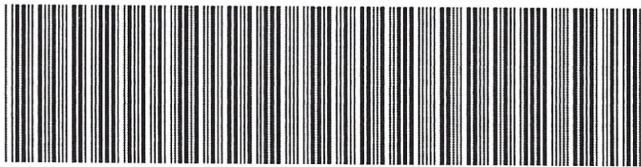
1. ACC Approval. A property owner or resident may install a security camera, motion detector, lighting, window/door security, entry-way enclosure, perimeter fence, and/or other security measures (collectively, "Security Measures") with the advanced written approval of the ACC in accordance with Section 2.2 of the Declaration, subject to this Policy. Doorbell cameras, security cameras, motion detectors (i.e. Ring, Nest, etc.) and lighting may be affixed to the primary residence on any Lot without the prior approval of the ACC, subject to this Policy.
2. Placement of Security Measures. Security Measures may be installed only on the private property owned by the record title owner. Security Measures shall not be installed on:
 - a. Property owned or maintained by the Association;

- b. Property owned in common by members of the Association; or
- c. Property effected by any valid building line, right-of-way, setback, or easement.

Security Measures shall be installed and positioned to minimize intrusion of privacy and prevent the invasion of the quiet use and enjoyment of neighboring Lots.

- 3. Window/Door Security and Front Entry Way Enclosures. All window/door security, including, but not limited to, burglar bars, window security screens, or security doors, and front entry way enclosures, shall be black in color unless otherwise approved in writing by the ACC. Burglar bars shall be comprised of horizontally framed wrought iron and vertical open-air wrought iron pickets. The finished side of all window/door security and front entry way enclosures shall face the street or adjoining Lots. Decorative or ornate elements are prohibited.
- 4. Perimeter Fencing. Unless specified otherwise, "perimeter fencing" shall include front, side, and back yard fencing. All perimeter fencing shall be subject to the following provisions:
 - a. Perimeter fencing may not obstruct sight lines or otherwise interfere with public use of a street, sidewalk, right-of-way, or other applicable easement.
 - b. No perimeter fence shall be constructed in such a manner as to impede or alter the natural surface water drainage of the property upon which the fence is constructed or any adjoining property.
 - c. The finished side of all perimeter fencing shall face the street and any adjoining properties.
 - d. Back and side yard fencing may not exceed six (6') feet in height and must comply with Section 2.6 of the Declaration.
 - e. Front yard fencing may not exceed four feet (4') feet in height and must otherwise comply with Section 2.6 of the Declaration.
- 5. 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.



VG-82-2023-20230047301

File Information

FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20230047301
Recorded Date: March 20, 2023
Recorded Time: 4:04 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 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 Bexar County, Texas on:
3/20/2023 4:04 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk