

**NOTICE OF FILING for
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak 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”);

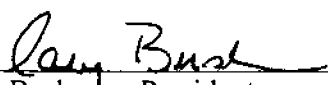
WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

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 30th day of August, 2021.



Gary Bushover, President
The Springs at Stone Oak Owners Association, Inc.

STATE OF TEXAS

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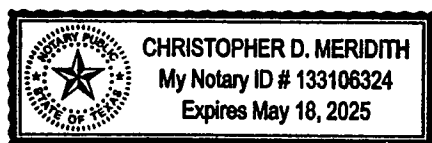
COUNTY OF BEXAR

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Before me, the undersigned authority, on this day personally appeared Gary Bushover, President of The Springs at Stone Oak 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 30th day of August, 2021.



Christopher D. Meredith
Notary Public, State of Texas

**NOTICE OF FILING for
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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EXHIBIT 1

**ARCHITECTURAL REVIEW COMMITTEE DENIAL HEARING PROCEDURES
for the Springs at Stone Oak Owners Association**

Effective September 1, 2021, Texas Property Code Section 209.00505 was added to include requirements related to the denial by the Architectural Review Committee (“ARC”) of an Owner’s application or the request for the construction of improvements and to require an appeal hearing with the Board of such denials to discuss and verify facts in an attempt to reach a resolution.

A person may not be appointed or elected to serve on the ARC if the person is:

1. a current board member;
2. a current board member’s spouse; or
3. a person residing in a current board member’s household.

A decision by the ARC denying an application or request by an Owner for the construction of improvements in the Subdivision may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

1. Describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
2. Inform the Owner that the owner may request a hearing with the Board on **or before the 30th day** after the date the notice was sent to the Owner.

To request a hearing before the Board, the Owner must submit a written request to the Association’s property manager (or the Board if there is no manager) **within 30 days** after the date the notice of ARC denial was sent to the Owner. The Board shall hold the hearing **not later than the 30th day** after date the Association receives an Owner’s request for hearing. An Owner is only entitled to **1** hearing.

The Association shall give the Owner **at least 10 days** advance notice of the date, time, and place of the hearing.

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**. 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 appeal hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any. An Owner is only entitled to **1** hearing.

Pending the hearing, the Association may continue to exercise its other rights and remedies for the denial, if any, as if the declared denial was valid.

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 and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC as a condition of approval. [Exhibit A – Hearing Checklist]

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 affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the terms of the Declaration.

Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit B – Hearing Agenda].

EXHIBIT A

HEARING CHECKLIST

Documents:

- Declaration (relevant excerpts)
- Bylaws (relevant excerpts)
- Rules and Regulations (relevant excerpts)
- Policies (relevant policies)
- ARC Design Guidelines (relevant excerpts)
- ARC Design Review Procedures (relevant excerpts)

Photographs or Videos:

- Material photos and/or samples
- Proposed designs
- Preapproved designs

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, as applicable [Redacted]
- Neighbor to Board Member, as applicable [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] application or request for the constructions of improvements concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.00505 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. If the matter is taken under advisement, a final decision will be communicated in writing within 5 business days.

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 matters contained in the ARC's written notice of denial that was provided to the Owner and the opportunity to describe relevant documents, photographs, and/or communications. 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 ARC denial and the owners application or request for the construction of improvements. 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 settlement if a resolution was reached during the discussion phase of the hearing.

If no settlement is agreed upon, 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

outside a fully executed payment plan in accordance with the Association's Payment Plan Policy filed as Document No. 20110233081 in the Official Public Records of Bexar County, Texas.

3. Interest, Late Fees and Administrative Fees: All delinquent assessments shall bear interest from the due date at twelve percent (12%) per annum until paid in full. All delinquent assessments shall be assessed a twenty-five dollar (\$25.00) one-time late fee on the date of the delinquency until paid in full. Reasonable administrative fees incurred by the Association shall be added to each Owner's account.
4. 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 by the terms of the Association's agreement with its Agent, or as determined by the financial institution utilized by the Board or its Agent.
5. Waiver. Properly levied interest, administrative fees, and collection costs (including those of a third-party collection agent), and related fees may be waived by a majority vote of the Board.
6. Credit Reporting.
 - a. The Association or the Association's third-party collection agent may not report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association.
 - b. The Association may report the delinquent payment history of assessments, fines, and fees of Owners within its jurisdiction to a credit reporting service only if:
 - i. at least 30 business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
 - ii. the Owner has been given the opportunity to enter into a payment plan.
 - c. The Association may not charge a fee to an individual property owner for credit reporting services of the delinquent payment history of assessments, fines, and fees of property owners within the Association's jurisdiction.
7. Collection of Delinquent Accounts.
 - a. All delinquent accounts shall bear interest at the rate contemplated above and be subject to late fees and administrative fees;

- b. 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;
 - c. If an account remains delinquent for period of sixty (60) days and the balance of the account exceeds the total sum of five hundred dollars (\$500.00), 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 forty-five (45) days of the date of said demand for payment, then an administrative fee may be added to the Owner’s account and the Association or its Agent may turn the delinquent account over to a third-party collection agent, including the Association’s attorney for formal collection action. Formal collection action includes, but is not limited to, reporting to a credit reporting service, sending a thirty (30) day formal demand letter, filing a Notice of Lien or similar instrument in the official public records, and 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
8. Costs of Third-Party Collection Agents. Any reasonable costs or fees incurred by the Association from a third-party collection agent, including the Association’s attorney, shall be added to the delinquent Owner’s account balance.
9. 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.
10. 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. To the extent any provision within this Policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law. Likewise, to the extent that any portion of this Policy conflicts with the Association’s Payment Plan Policy, the terms of Payment Plan Policy shall control.
 - c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas, and supersedes any guidelines, policies, or resolutions for collection policies which may have previously been in effect.

EXHIBIT 3

**COVENANT VIOLATION HEARING PROCEDURES
for the Springs at Stone Oak Owners Association**

Effective September 1, 2021, Texas Property Code Section 209.007 was amended to include additional requirements related to an Owner's request for hearing to discuss and verify facts in an attempt to resolve a curable covenant violation.

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 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.

Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit B – Hearing Agenda].

EXHIBIT A

EVIDENCE PACKET CHECKLIST

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. If the matter is taken under advisement, a final decision will be communicated in writing within 5 business days.

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 regarding any 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 settlement if a resolution was reached during the discussion phase of the hearing.

If no settlement is agreed upon, 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 4

**THE SPRINGS AT STONE OAK OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the The Springs At Stone Oak Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

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 Directors of the Association (“Board”) 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 state 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.

The Springs At Stone Oak Owners Association
Guidelines for Display of Certain Religious Items
Page 2 of 2

4. Approval from the Association is not required for displaying religious items in compliance with the foregoing Policy.
5. These guidelines will not be interpreted to apply to otherwise permitted temporary seasonal holiday decorations, religious or not, such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Holiday Decorations and may impose time limits and other restrictions on the display of such decorations.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

EXHIBIT 5

**THE SPRINGS AT STONE OAK OWNERS ASSOCIATION
SECURITY MEASURES AND FENCING POLICY**

STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Springs At Stone Oak Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

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 Directors of the Association desires to hereby establish a Security Measures and Fencing Policy consistent with the provisions of Section 202.023 and to additionally 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. Security Measures. A property owner or resident may install a security camera, motion detector, perimeter fence, and/or other security measures (collectively, “Security Measures”). Approval from the Association is not required for the installation of security cameras, motion detectors, or similar security measures, providing the placement restrictions below are strictly adhered to.

2.Placement of Security Measures. Security Measures may be installed only on the private property owned by the record title owner. Security Measures may 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.

3. Fences. Installation of perimeter fencing requires the advanced written approval of the Architectural Review Committee (ARC) in accordance with Article IV, Architectural Review Committee, and Article VIII, Fences, of the Declaration, subject to this Policy.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for certain Security Measures and Fencing which may have previously been in effect. Except as affected by Section 202.023 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

File Information

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

Document Number: 20210242296
Recorded Date: August 31, 2021
Recorded Time: 4:45 PM
Total Pages: 24
Total Fees: \$114.00

**** 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: 8/31/2021 4:45 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk