



**PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE FOR THE HILLS AT SONTERRA, INC.**

This amends all prior Management Certificates filed for this association

*Per Texas Property Code 209.004 (effective September 1,2013) "The County Clerk of each county in which a Management Certificate is filed as required by this section shall record the Management Certificate in the real property records of the county and index the document as a "Property Owners' Association Management Certificate"*

State of Texas §

County of Bexar §

- 1. Name of Subdivision: The Hills at Sonterra Homeowners Association, Inc.  
Aka The Oaks at Sonterra Subdivision, Unit 5
- 2. Subdivision Location: Guadalupe County  
19400 Camino Ridge, San Antonio, TX
- 3. Name of Homeowners Association: Hills of Sonterra Homeowners Association, Inc.
- 4. Recording Data for Association: Plat filed at the county under Volume 9532, pg. 165
- 5. Recording Data for Declaration: Declaration is filed at the County under Volume 6548  
Page 1896  
  
First Amendment to the Declaration is filed under  
20090074964
- 6. Attached to this Certificate are:  
Assessment Collection Policy Signed 12/15/2015  
Articles of Incorporation  
Resolutions filed under Doc# 20120030000-2:  
Payment Plan Guidelines, Record Retention Policy; Record Production and Copying  
Pool Rules and Guidelines  
Residential Design Guidelines signed 9/29/1995
- 7. Mailing Address and Contact Information for the Association and the Managing Agent:  
Spectrum Association Management  
17319 San Pedro  
Suite 318  
San Antonio, TX 78232  
contact@spectrumam.com  
210-494-0659 Fax: 494-0887

8. Other information the Association considered appropriate for the governing, administration or operation of the subdivision and homeowners association: Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

THE PURPOSE OF THIS CERTIFICATE IS TO PROVIDE INFORMATION SUFFICIENT FOR A TITLE COMPANY TO CORRECTLY IDENTIFY THE SUBDIVISION AND TO CONTACT ITS GOVERNING ASSOCIATION. THIS CERTIFICATE DOES NOT PURPORT TO IDENTIFY EVERY PUBLICLY RECORDED DOCUMENT AFFECTING THE SUBDIVISION, OR TO REPORT EVERY PIECE OF INFORMATION PERTINENT TO THE SUBDIVISION. NO PERSON SHOULD RELY ON THIS CERTIFICATE FOR ANYTHING OTHER THAN INSTRUCTIONS FOR CONTACTING THE ASSOCIATION IN CONNECTION WITH THE TRANSFER OF TITLE TO A HOME IN THE SUBDIVISION. THE REGISTERED AGENT FOR THE ASSOCIATION IS ON FILE WITH THE TEXAS SECRETARY OF STATE.

Signed this 15 day of January, 2016

The Hills of Sonterra Homeowners Association, Inc.

By: Kathleen S. Able  
Kathleen S. Able (of Spectrum Association Management) Managing Agent

State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 15 January, 2016 by  
Kathleen S. Able, representative of Spectrum Association Management, LP, the Managing Agent for  
Homeowners Association for Braun Willow Subdivision on behalf of said Association.

After Recording Return To:  
Spectrum Association Management  
Attn: K Able  
17319 San Pedro, #318  
San Antonio, TX 78232

Jennifer Nutt  
Jennifer Nutt Notary Public, State of Texas



**Assessment Collection Policy for  
The Hills at Sonterra Homeowners Association, Inc.**

STATE OF TEXAS                    §  
                                                 §  
COUNTY OF BEXAR               §

Pursuant to the Bylaws of The Hills at Sonterra Homeowners Association, Inc. referenced above (referred to as "Association") and the Declaration of Protective Covenants, the Directors of The Hills at Sonterra Homeowners Association Inc., a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Assessment Collections Policy

WHEREAS:

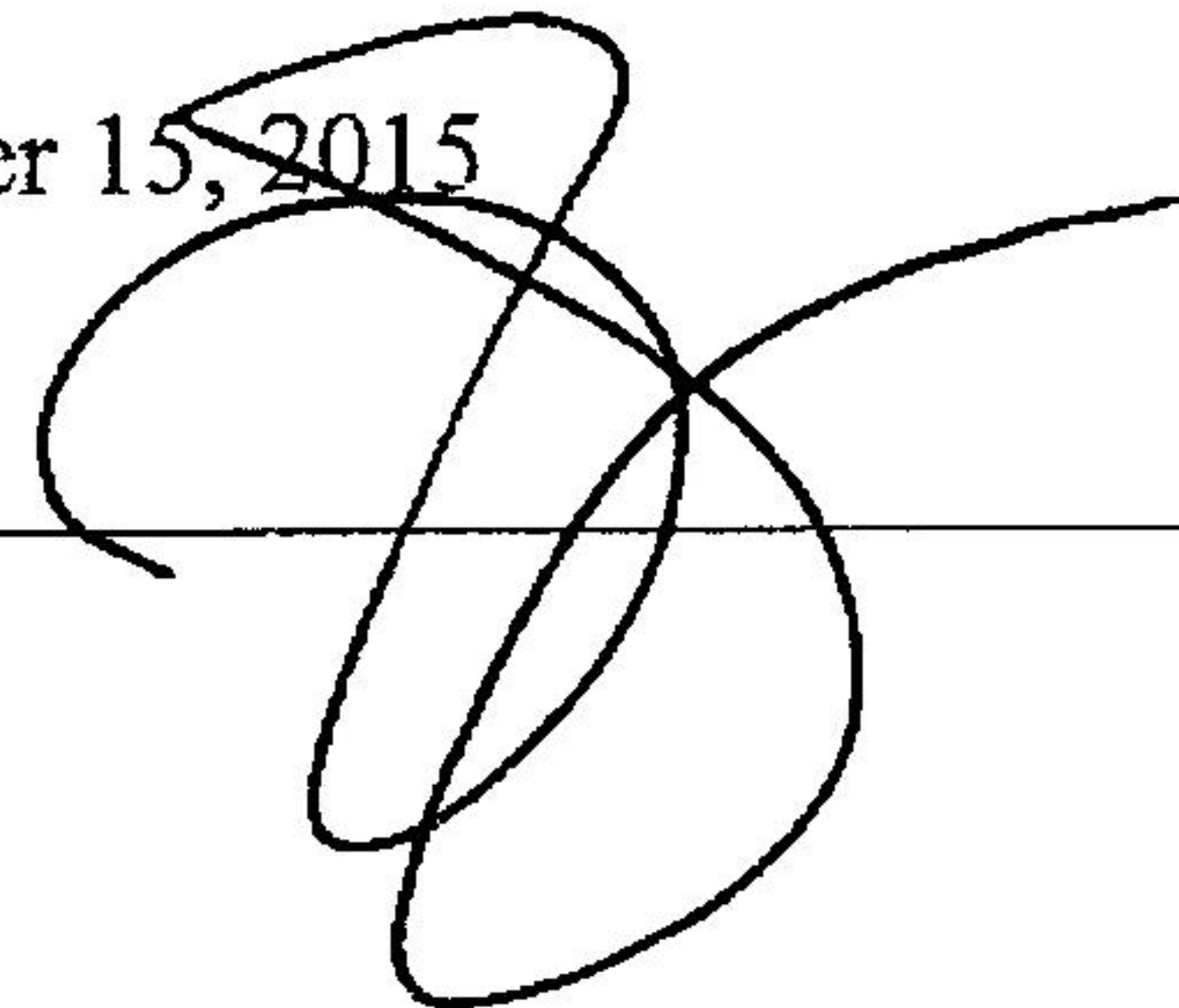
1. The Association's economic well-being relies on the timely payment of assessments and other allowable charges.
2. It is the Board's duty to use its best efforts to collect funds owed to the Association.

BE RESOLVED THAT:

1. Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, repairs to the common areas that are an owner's responsibility, the cost of collection including but not limited to late fees, administrative fees, legal fees and other costs associated with collection of funds on behalf of the Association.
2. The procedures in the Assessment Collection Schedule (attached) shall be the assessment collection policy of the Association and shall be enforced.

EFFECTIVE DATE:                December 15, 2015

Authorized Board Member Signature: \_\_\_\_\_



Date: \_\_\_\_\_

*12/15/15*

## 6 step Assessment Collection Schedule

Collection Action *	Late Charge	Administrative Fee	Other Fees
1 <sup>st</sup> Notice: Courtesy Notice	Per governing documents	\$20	N/A
2 <sup>nd</sup> Notice: Notice of intent to perform a title search	Per governing documents	\$20	N/A
3 <sup>rd</sup> Notice: Notice to evaluate property's debt security (sent by certified mail)	Per governing documents	\$20	\$50 Title Search Fee charged to owner's account
4 <sup>th</sup> Notice: Notice to Turnover to Collection Agent/Attorney (sent by certified mail)	Per governing documents	\$20	\$150 Escalated Property Processing fee charged to owner's account.
Board Approval needed to send to attorney  209 Notice: 30 day cure notice is sent to prior to account being sent to attorney	Texas Property Code 209	\$20	\$30 Statutory Notice fee charged to owner's account.
Sent to attorney	Per governing documents	\$20	\$90 fee to process file to third party debt collector. Owner is responsible for all attorneys' fees/court costs paid by and/or charged to the Association.

**\* Collection Action:** The first notice is sent after the late date per the governing documents. The second and subsequent notices are sent roughly thirty days apart from each other each requiring a payment due date before the next step in the collection process takes place. If a homeowner pays in full before the payment due date then collection action will cease on that homeowners account.

**Priority of Payments:** Interest shall bear on a late account per the governing documents of the Association. Payment on a delinquent account shall be applied first to delinquent assessment, current assessments, attorney's fees, fines and last to other amounts owed such as collection fee, late fees and interest.

**General Policy:** All fees/charges paid by the Association in connection with the collection of a homeowner's account shall be reimbursed by the homeowner. "Non sufficient funds" (NSF) and/or "stop payment" checks shall be assessed a charge of \$25.00 paid to Spectrum and reimbursed by the homeowner.

The monthly (\$20) collection fee is charged to the homeowners account each month the account remains delinquent and is paid to Spectrum when the homeowner pays. The (\$50) title search fee (if applicable) and the (\$150) notice of lien fee (if applicable) are paid to Spectrum when the service is rendered and charged to the homeowners account for reimbursement of charges incurred.

**Payment Plans:** Payment plans shall be approved by management for extenuating circumstances and/or at management's discretion. Homeowners shall be required to sign an agreement and abide by it. If a homeowner does not abide by the agreement, then the homeowner shall be immediately turned over the Association's attorney for collection unless management decides to waive this provision because of extenuating circumstances.

**Collection of Account by HOA Attorney:** Once an account is turned over to the association's attorney all methods of collection shall be pursued. If the homeowner does not respond to the attorney's demand letter a lawsuit shall be filed and a judgment obtained. If the homeowner falls to respond to the aforementioned action by making payment in full or by signing an approved payment plan then the home shall be foreclosed in accordance with the governing documents and the current state law. Once the home is foreclosed the Association shall move to evict the residents, collect payment for rent, and/or sell the home in accordance with state law.

**Other:** This policy may be amended and/or adjusted by the Board of Directors from time to time without notice. Homeowners are advised that they should contact the management company to request the most recent version of this policy if they have a question and/or need assistance in making payment arrangements.

FILED  
in the Office of the  
Secretary of State of Texas  
SEP 28 1995  
CORPORATION SECTION

ARTICLES OF INCORPORATION  
OF  
THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.

I, the undersigned natural person over the age of eighteen (18), acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC , hereinafter sometimes referred to as "corporation" or "Association"

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual

ARTICLE IV

The corporation shall have all power allowed by the law of Texas to be exercised by non-profit corporations, including the power and responsibility to maintain and administer the common area of The Oaks of Sonterra, Unit 5 and any additional properties which may come within the jurisdiction of the Association, to administer and enforce any covenants and restrictions filed of record in Volume 9532, Page 165, of the Real Property Records of Bexar County, Texas ("Declaration"), to collect and disburse the assessments and charges thereof, and to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

Notwithstanding the foregoing, the corporation shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. The corporation shall have no power to take any action that would be inconsistent with the requirements for receiving tax deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures. Regardless of any other provision in these Articles of Incorporation or state law, the corporation shall have no power to

1 Engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as defined by the Internal Revenue Code and related regulations, rulings, and

procedures, except to an insubstantial degree.

2. Serve a private interest other than one that is clearly incidental to an overriding public interest

3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures

4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include the publishing or distributing of statements and any other direct or indirect campaign activities

5. Have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures

6. Distribute its assets on dissolution other than for one or more exempt purposes; on dissolution, the corporation's assets shall be distributed to the state government for a public purpose, or to an organization exempt from taxes under Internal Revenue Code Section 501(c)(3) to be used to accomplish the general purposes for which the corporation was organized.

7. Permit any part of the net earnings of the corporation to inure to the benefit of any private member of the corporation or any private individual

8. Carry on an unrelated trade or business except as a secondary purpose related to the corporation's primary, exempt purposes.

#### ARTICLE V.

The street address of the initial registered office of the corporation is 8100 Broadway, Suite 200, San Antonio, Texas 78209, and the name of its initial registered agent at such address is Gordon V Hartman

#### ARTICLE VI

The corporation shall have one or more classes of members as provided in the bylaws of the corporation. The affairs of the Association shall be managed by a board of directors consisting of three (3) members. The qualifications, manner of selection,

duties, terms and other matters relating to the board of directors shall be provided in the bylaws The initial directors of the corporation are as follows

Name Gordon V Hartman  
Address 8100 Broadway, Suite 200  
San Antonio TX 78209

Name Ed Berlanga  
Address 8100 Broadway, Suite 200  
San Antonio TX 78209

Name Gene Hartman  
Address 8100 Broadway, Suite 200  
San Antonio TX 78209

#### ARTICLE VII.

Every person or entity who is a record owner of a fee or undivided interest in any residential lot situated in the Oaks at Sonterra, Unit 5 which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such unit lot merely as a mortgagee shall not be a member

#### ARTICLE VIII.

The Association may enter into one or more maintenance agreements, shared facilities agreements, or other contracts or agreements to cost share any construction, maintenance, or service which the board of directors of the Association determines beneficial to the Association, to permit non-member access to common facilities of the Association, to create limited membership privileges, or for such other purposes as the board of directors determines beneficial for the Association

#### ARTICLE IX

A director is not liable to the corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas

#### ARTICLE X

The corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions in the Act governing indemnification As provided in the bylaws, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify

directors, officers, members, or others related to the corporation.

ARTICLE XI

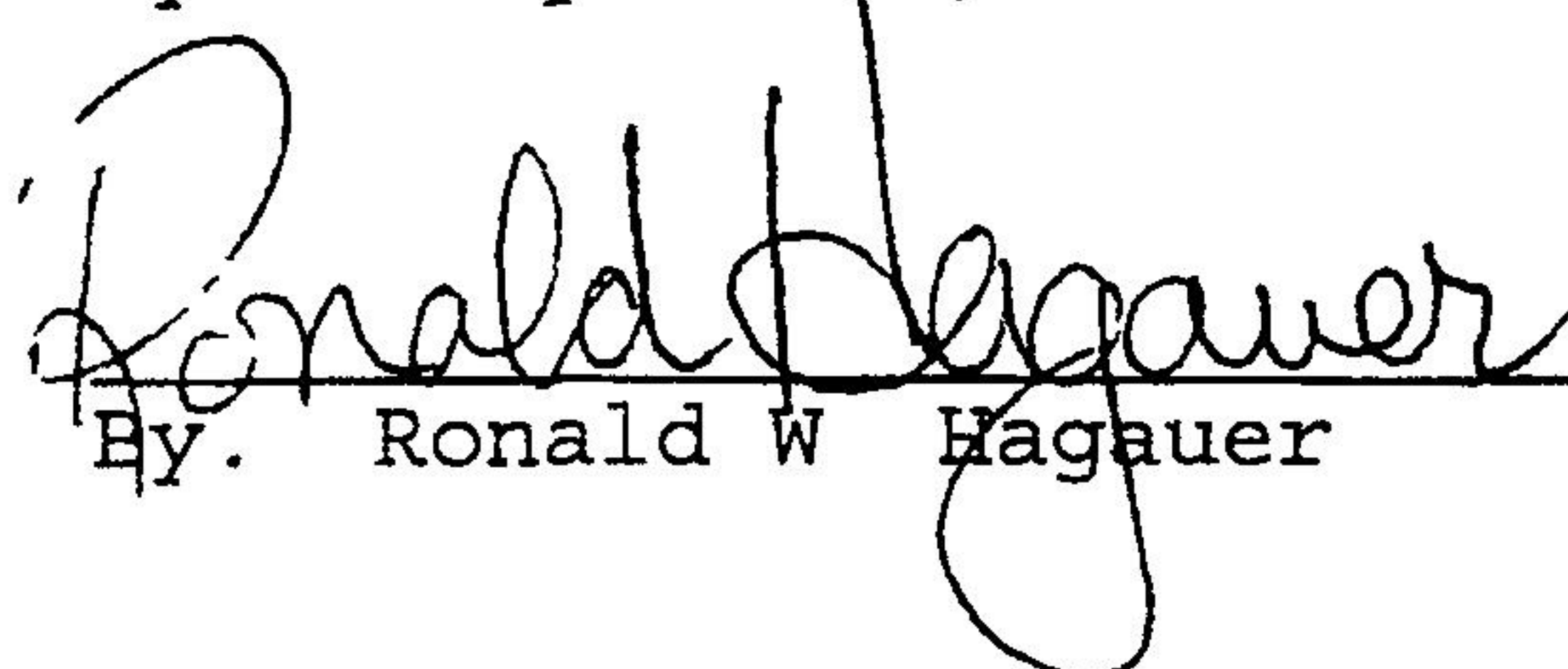
All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time

ARTICLE XII

The name and street address of the incorporator is:

Ronald W Hagauer  
745 E Mulberry, Suite 850  
San Antonio TX 78212

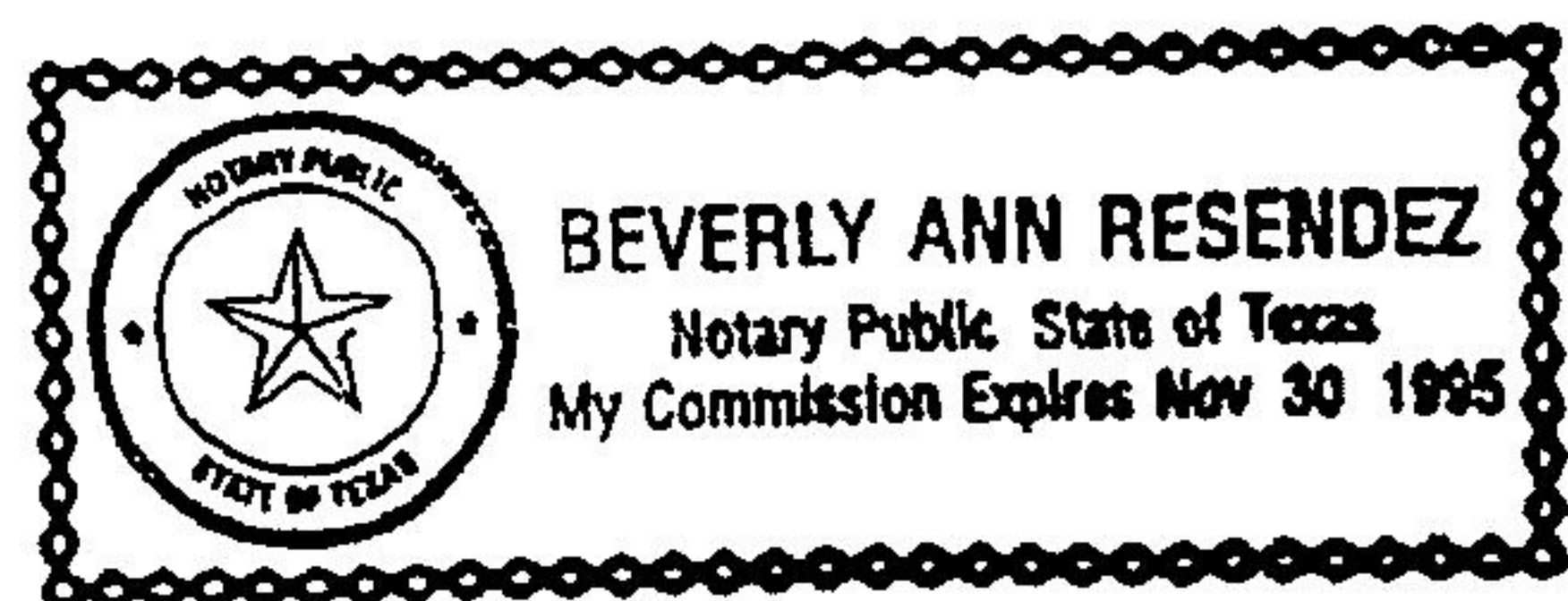
IN WITNESS THEREOF, the undersigned has executed these Articles of Incorporation on 27th day of September, 1995.

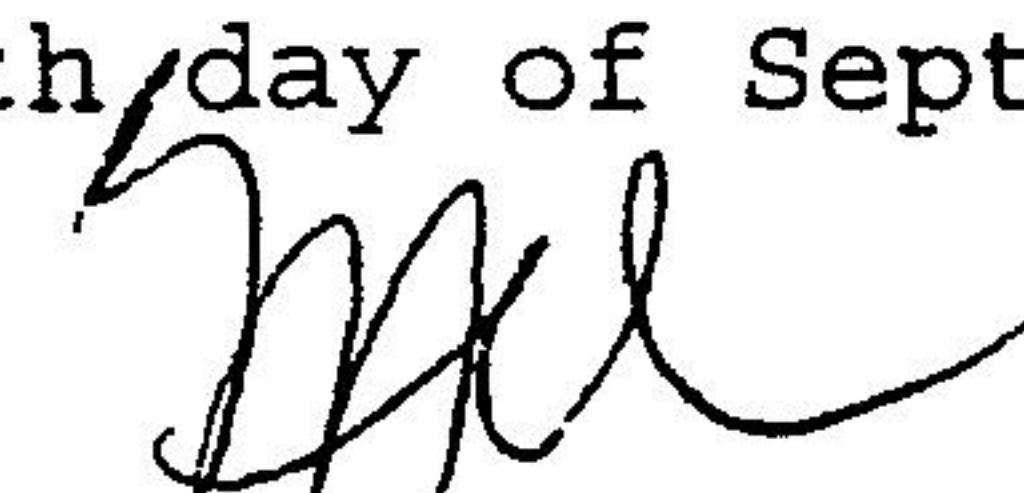
  
By. Ronald W Hagauer

STATE OF TEXAS           §  
                                          §  
COUNTY OF BEXAR       §

Before me, a notary public, on this day personally appeared **RONALD W. HAGAUER**, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct

Given under my hand and seal this the 27th day of September, 1995.



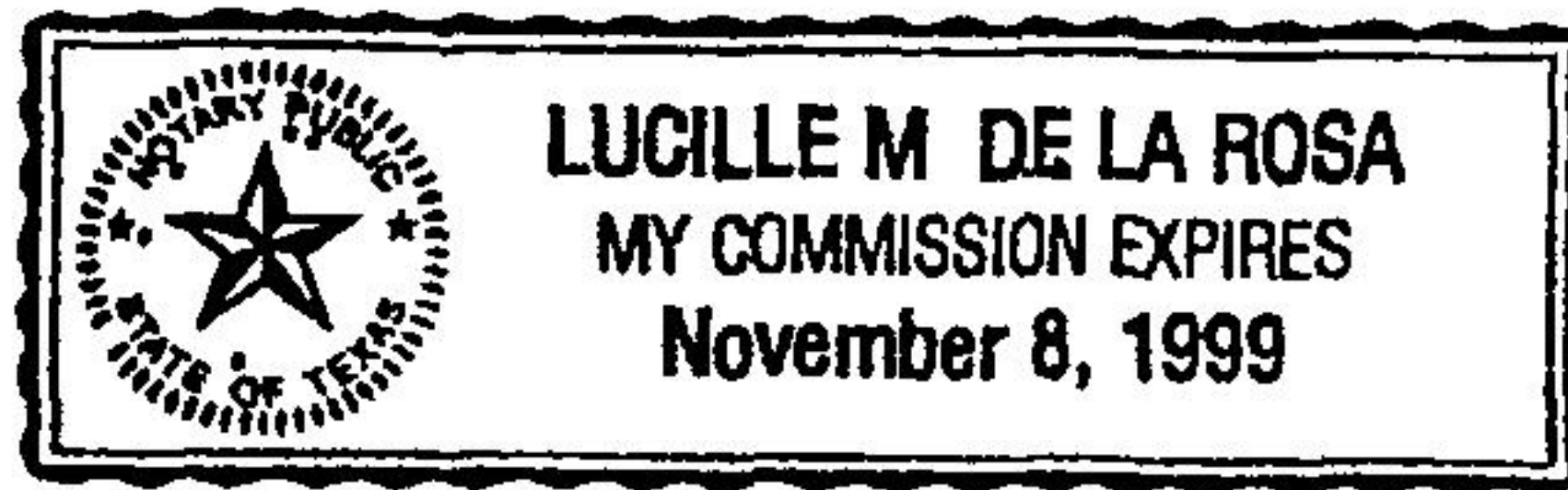
  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 29<sup>th</sup> day of ~~October~~ <sup>July</sup>, 1996, by L.J. BRUNER, as Manager of SONTERRA PROPERTY OWNERS ASSOCIATION, on behalf of said corporation



*Lucille M. De La Rosa*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICES OF:

Mr Ronald W. Hagauer  
Attorney at Law  
745 E. Mulberry, Suite 850  
San Antonio TX 78212

RETURN TO:

Mr. Edward R. Berlanga  
1175 W Bitters, Suite 200  
San Antonio TX 78216

Book: D Volm Page  
07167 00217

**BYLAWS  
OF  
THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at 8100 Broadway, Suite 200, San Antonio, Texas 78209, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors

**ARTICLE II.  
DEFINITIONS**

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to The Hills at Sonterra Homeowners Association, Inc., its successors and assigns as provided herein.

"Board of Directors" or "Board" shall mean and refer to the board of directors of the Association as provided herein

"Common Area" shall mean and refer to any real property acquired by or leased to the Association if such property is designated as "Common Area" in the instrument transferring such property

"Declarant" shall mean and refer to GORDON V. HARTMAN ENTERPRISES, INC , a Texas corporation, and its successors and assigns.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Oaks of Sonterra Subdivision, Unit 5 and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms thereof

"Lot" shall mean and refer to a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon

"Member" or "Members" shall mean and refer to all those Owners who are members of the Association

"Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to

any Lot or portion of a Lot but excluding those having an interest merely as security for the performance of an obligation

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of The Hills at Sonterra Homeowners Association, Inc

Section 2 Allocation of Voting Rights The Association shall have two classes of voting membership.

a The Class A Member shall be all those Owners as defined in Section 1 above, with the exception of the Declarant Class A Members shall be entitled to one vote for each Lot he owns.

b. The Class B Member shall be the Declarant The Class B Member shall be entitled to four votes for each Lot it owns, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on January 1, 2005.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns, subject to the following rights of Declarant

Pursuant to Section 1 2 2 of the Declaration, additional land may be annexed into the subdivision and upon every annexation of such additional land, the Association shall, even if Class B membership has theretofore ceased pursuant to this Section, automatically have two classes of voting membership:

A. Class A Members shall be all the Owners as defined in Section 1 above, with the exception of Declarant Class A Members shall be entitled to one vote for each Lot the Member owns

B Class B Members shall be the Declarant The Class B Member shall be entitled to six votes for each Lot it owns (including each Lot owned prior to the annexation of additional land), provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(2) on January 1, 2010

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns

Section 3. Member Rights in Association No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in his Lot. Membership in the Association shall be mandatory.

#### ARTICLE IV. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7 00 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before and not more than fifty (50) days in advance of such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting

Section 4 Quorum The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If,

however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot

Section 6 Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws

#### ARTICLE V.

##### BOARD OF DIRECTORS. SELECTION: TERM OF OFFICE

Section 1 Number. The affairs of the Association shall be managed by a board of directors consisting of three (3) directors, who need not be Members of the Association.

Section 2.- Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years

Section 3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE VI

##### NOMINATION AND ELECTION OF DIRECTORS

Section 1 Nomination Nomination for election to the Board of Directors shall be made by the Board of Directors and from the floor at the annual meeting. Such nominations may be made from among Members or non-Members

Section 2. Election Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings Special meetings of the Board of Directors shall be held when called by the president or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

#### ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof,

b. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be

suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations,

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employee as the Board deems necessary, and to prescribe their duties

Section 2. Duties It shall be the duty of the Board of Directors to

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A Members who are entitled to vote;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed,

c. as more fully provided in the Declaration, fix the amount of the annual assessments to every Owner, send written notice of each assessment to every Owner, and foreclose the lien against any Lot for which assessments are not paid or take other appropriate action;

d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment,

e. procure and maintain adequate liability and hazard insurance on the Common Area and other property owned by the Association,

f. cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate, and

g. cause the Common Area and any other property owned by the Association to be maintained.

ARTICLE IX.  
OFFICERS AND THEIR DUTIES

Section 1 Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve

Section 4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal Any officer may be removed from office with or without cause by the Board Any officer may resign at any time giving written notice to the Board, the president or the secretary Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 Multiple Offices. The offices of secretary and treasurer may be held by the same person No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article

Section 8 Duties The duties of the officers are as follows

President

a The president shall preside at all meetings of the Board

of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### Vice-President

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board

#### Secretary

c The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board

#### Treasurer

d The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association, keep proper books of account.

### ARTICLE X COMMITTEES

Section 1 Committees. The Association shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

### ARTICLE XI ASSESSMENTS

Section 1 Assessments. As more fully provided in the Declaration, each Member is obligated to pay the Association annual, special and individual assessments which are more particularly set out in the Declaration and secured by a continuing lien upon the Lot against which the assessment is made. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of

his Lot.

ARTICLE XII  
AMENDMENTS

Section 1. Amendment These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2 Conflict In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. All of the provisions of the Declaration are hereby incorporated by reference for all purposes into these Bylaws. The provisions in the Declaration that have been incorporated by reference shall not be amended except as provided in the Declaration

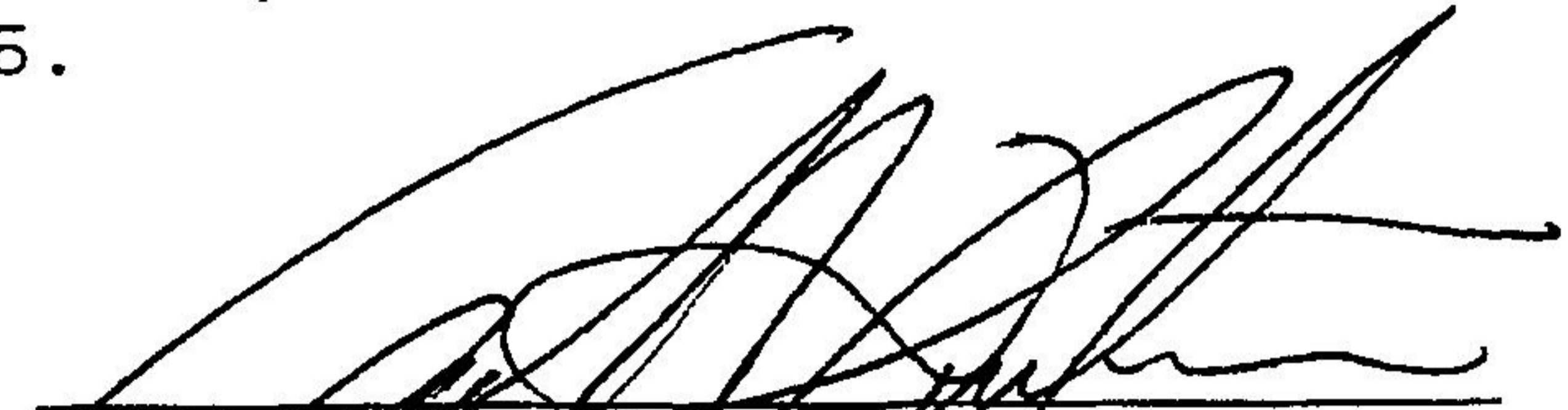
ARTICLE XIII.  
MISCELLANEOUS

Section 1. Inspection The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2 Corporate Seal The Association shall have a seal in circular form having within its circumference the words THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC

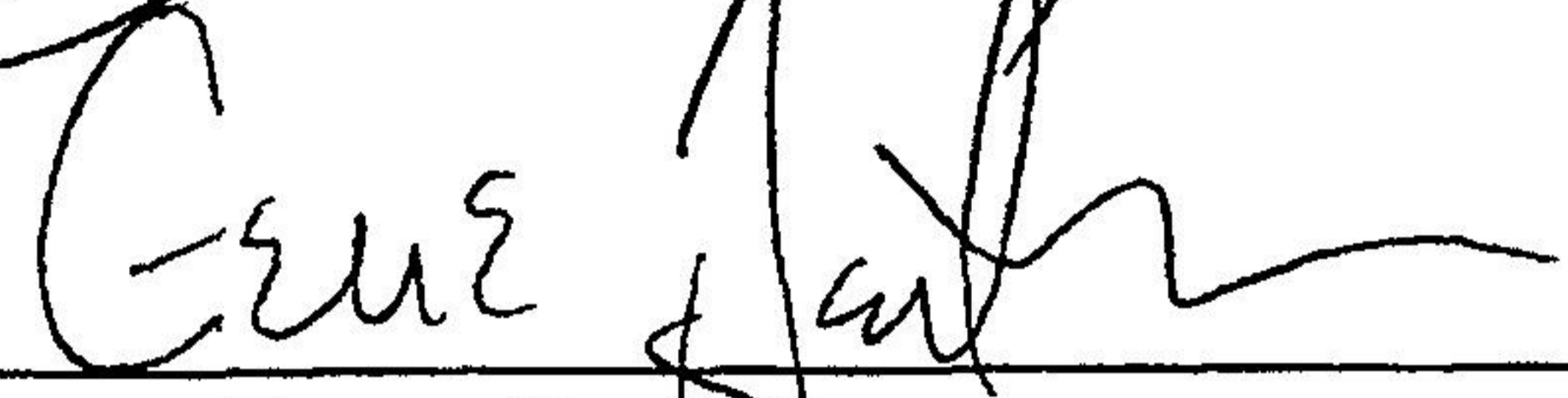
Section 3 Fiscal Year The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation

IN WITNESS WHEREOF, we, being all of the directors of The Hills at Sonterra Homeowners Association, Inc. have executed these Bylaws effective September 29, 1995.



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By: Gordon V Hartman



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By: Gene Hartman



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By: Ed Berlanga

**RESIDENTIAL DESIGN GUIDELINES  
FOR THE OAKS OF SONTERRA, UNIT 5**

The Architectural Control Committee (ACC) has been established to meet the objectives of the Declarations of Covenants, Conditions and Restrictions of The Oaks of Sonterra, Unit 5. It is the intent of the ACC to encourage the construction of homes of good architectural design, quality and size which will enhance the livability for all residents of The Oaks of Sonterra, Unit 5

In determining whether an improvement to a lot should be approved, the ACC may take into consideration factors deemed to be appropriate by the ACC. Such factors may include, without limitation, the following

1. The Declaration,
2. The quality of the building materials or improvements;
3. The harmony of external design of such building or improvement with existing or proposed buildings or improvements and with a design or otherwise character or aesthetics of the subdivision;
4. The location of such building or improvement upon the lot;
5. The compliance with laws, ordinances, rules and regulations of any county, state, municipal or other governmental authority

The ACC shall approve or disapprove the plans in accordance with the following procedures

1. Two complete sets of the following plans shall be delivered to the chairman of the ACC at the address set forth below
  - a. Site improvements/grading plans (the plan must show change from existing site plan and any clearing and designated easements),
  - b. Foundation plan,
  - c. Floor plan,
  - d. Exterior building elevations, and
  - e. Fence detail and plan
  - f. Landscaping plan including plans for water sprinkler system

- 2 The name of the original contractor shall be submitted to the ACC along with a brief business history of such original contractor.
3. If the plans and original contractor are approved by the ACC, a letter of approval, including a description of qualifications or required modifications, if any, will be prepared for the counter signature of the owners. Such approval shall be dated and shall not be effective for construction commenced more than six months after such approval. If construction does not commence within six months from such approval, owner shall not begin construction of any building or improvement of any kind unless the corresponding plans and original contractor have been resubmitted and reapproved by the ACC.
- 4 If the plans or original contractor are disapproved by the ACC, one set of such plans shall be returned marked "Disapproved" or a statement shall be sent indicating disapproval of the original contractor. Disapproved plans or original contractor shall be accompanied by reasons of disapproval and corrections required for approval.
5. If the ACC fails to indicate its approval within thirty days after receipt of plans or the history of the original contractor, it will be deemed that the ACC has approved such plans or original contractor.
- 6 The ACC requires payment by any party who submits plans for approval of a cash fee to compensate for the expense of reviewing such plans. The initial fee hereby set for the review of plans is Ten Dollars and No/100 (\$10 00). If it considers that the circumstances so warrant, the ACC may increase such fee without joinder or consent of any other party.
7. The ACC has reviewed the plans of Gordon Hartman Homes, Ltd, a Texas limited partnership, approves such plans and hereby exempts Gordon Hartman Homes, Ltd, a Texas limited partnership from complying with items 1 through 6 above.
- 8 At a minimum all new home construction must comply with the following design requirements:

One story	1,850 sq ft minimum
Multi-story	2,100 sq ft minimum
Setbacks	Setbacks for the front, side and rear shall comply with the City of San Antonio

requirements and the First Amended and Restated Stone Oak Master Plan.

Masonry: The exterior walls of the house constructed on a Lot shall be composed of at least seventy-five percent (75%) masonry or masonry veneer. All gables and window and door openings shall be excluded from the masonry requirement.

Roofs: Roofing shall be slate, tile, composition (dimensional, architectural or 240 lbs) or other architectural materials approved by the ACC, however, no wood, or wood shake shingle roofs, or 3 tab composition shingle roofs shall be permitted.

Sidewalks. Sidewalks must match the contiguous lot at the property line but may be placed anywhere in an area from the curb to 8 feet back of the curb

Fences and Walls No wall or fence shall be built or maintained nearer the street than the building set back line. No chain link, metal, cloth or agricultural wire fence may be used, and no fence shall exceed 6 feet in height. No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain (i) on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines of (ii) on any rounded property corner from the intersection of the street line extended. The same sight line limits shall apply on any lot within 10 feet from the intersection of street property lines from the edge of any driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage is maintained to sufficient height to prevent obstruction of such sight lines


Stone Oak Restrictions All new home construction must comply with the restrictions set out in the First Amended and Restated Stone Oak

Master Plan including, but not limited to, the submittal and approval of plans and specifications by the Architectural Review Committee established by the First Amended and Restated Stone Oak Master Plan

Waivers

The ACC shall have the right to waive any requirements which in their sole opinion will enhance the nature and character in the subdivision

Effective the 29th day of September, 1995

  
By: Gordon V. Hartman  
Chairman of the ACC  
8100 Broadway, Suite 200  
San Antonio TX 78209

# HILLS AT SONTERRA

## POOL RULES AND GUIDELINES

### POOL RULES

1. No food or drinks in the pool.
2. No glass containers in the pool or on the deck.
3. No diving
4. No animals in the pool or on the deck (except service animals)
5. An adult must accompany children under age fifteen (15).
6. For serious injury or life threatening emergency assistance, call 911 and ProComm at 545-1888.
7. WARNING: NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.

I/We, the undersigned homeowner(s) in The Hills at Sonterra Homeowners Association Inc., a Texas non-profit corporation, have read the above pool rules. I/We acknowledge that I/We, as the homeowner(s), accept full responsibility for all family members and guests who use the recreational and pool facility. I/We agree to abide by all of the foregoing rules and will insure that our family and all of our guests will abide by such rules.

### POOL USE GUIDELINES

#### **Swim Schedules**

1. The normal pool operating hours will be from 9 am until 9 p.m.
2. The pool must be closed if there is thunder and/or lightning in the vicinity.
3. Certain blocks of time may be set aside for classes and pool maintenance as needed. These events may on occasion preempt the normal swim periods.

#### **Safety Issues**

1. No food, drinks, bottles, gum chewing or cigarette smoking is permitted on the pool edges or in the pool. Only unbreakable, non-glass containers are allowed on the patio and lawn areas.
2. No diving from the edge of the pool and no running or rough play in the pool area.
3. Parents must assume responsibility for their children.
4. No alcoholic beverages will be permitted in the pool area during normal swim periods.
5. No wheeled equipment may be used in the pool area except that used for mobility by a handicapped person.

#### **Sanitation Issues**

1. No food or drinks are allowed in the pool.
2. No pets are allowed in the pool area.
3. No diapers except special swim diapers are allowed in the pool.

#### **Security Issues**

1. Removal of Association equipment, furniture, or accessories from the pool or clubhouse area is strictly forbidden.
2. The Hills at Sonterra Homeowners' Association will not be responsible for lost or missing articles.

#### **Guest Policy**

1. A member must accompany guests.
2. Members must assume responsibility for their guests.
3. Members may entertain guests in the pool, but should use reasonable judgment in the number and frequency of guests.

**Pool Behavior**

1. No loud music, offensive language, or loud yelling is acceptable in the pool area.
2. No smoking will be permitted in the pool area.
3. No toys or equipment, except flotation devices, will be permitted in the pool during normal swim periods.
4. Appropriate swimwear must be worn in the pool.

**Private Parties**

1. Private party times will be available to members on a first-come basis (scheduled through ProComm at 545-1888).
2. The host must be present during the private party.
3. The host shall be responsible to ensure compliance with the pool rules and policies.
4. Any loss or damage to Association property shall be the financial responsibility of the host.
5. All trash must be removed from the premises by the host of the party.

**NOTE:** These rules and guidelines may be added to or amended by the Board of Directors of the Hills at Sonterra Owners Association. Any such additions or amendments shall be furnished to the homeowner members.



**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.  
REGARDING RECORDS RETENTION POLICY**

SCANNED

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

KNOW ALL MEN BY THESE PRESENTS:

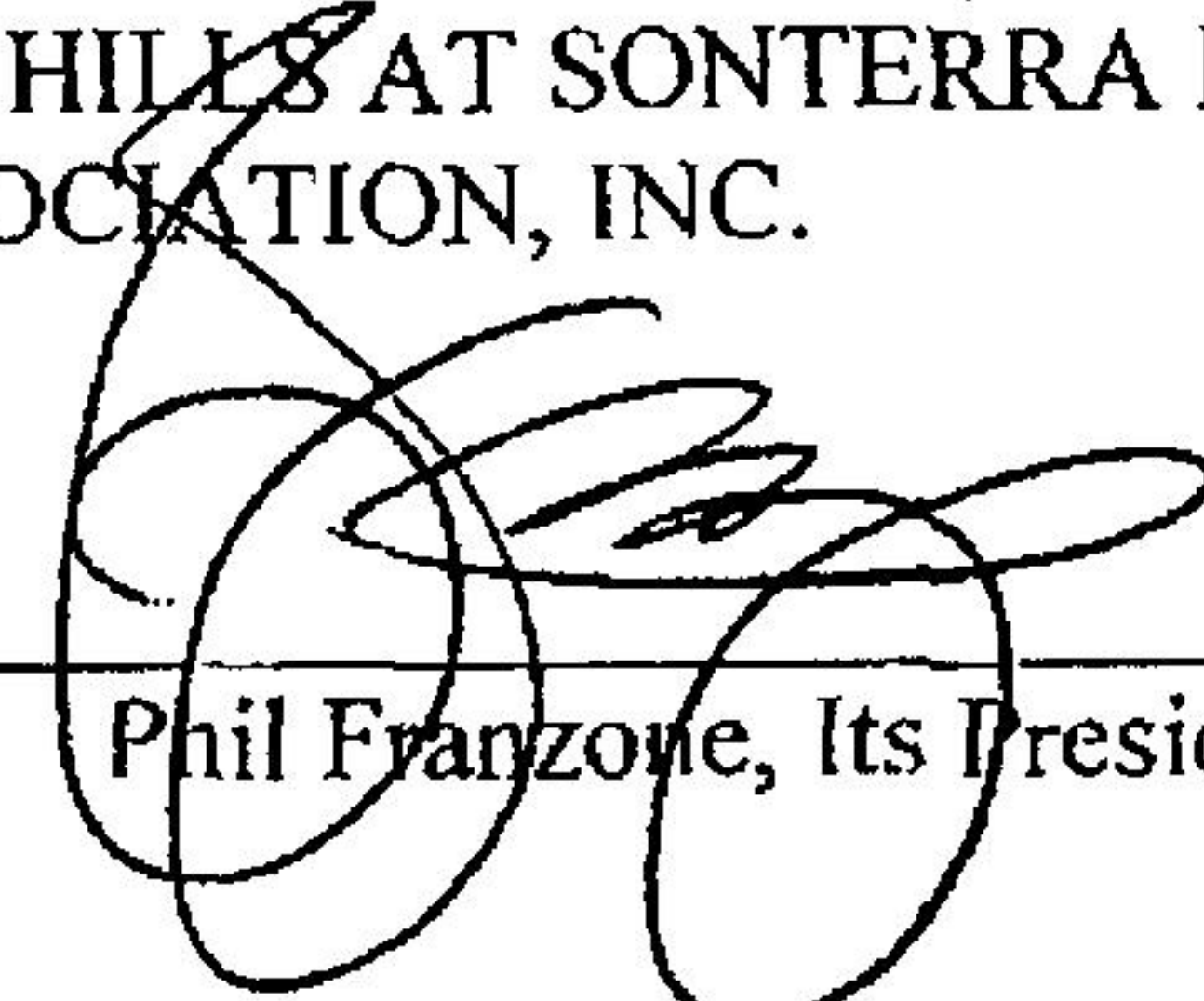
Pursuant to Section 209.005(m), Texas Property Code, The Hills at Sonterra Homeowners Association, Inc., acting through its Board of Directors, has adopted the following records retention policy, to-wit:

- (1) the certificate of formation (formerly known as articles of incorporation), bylaws, restrictive covenants, and all amendments to the certificate of formation, bylaws, and covenants shall be retained permanently;
  - (2) financial books and records shall be retained for seven years;
  - (3) account records of current owners shall be retained for five years;
  - (4) contracts with a term 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 signatures 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 this 16<sup>th</sup> day of JANUARY, 2012.

THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.

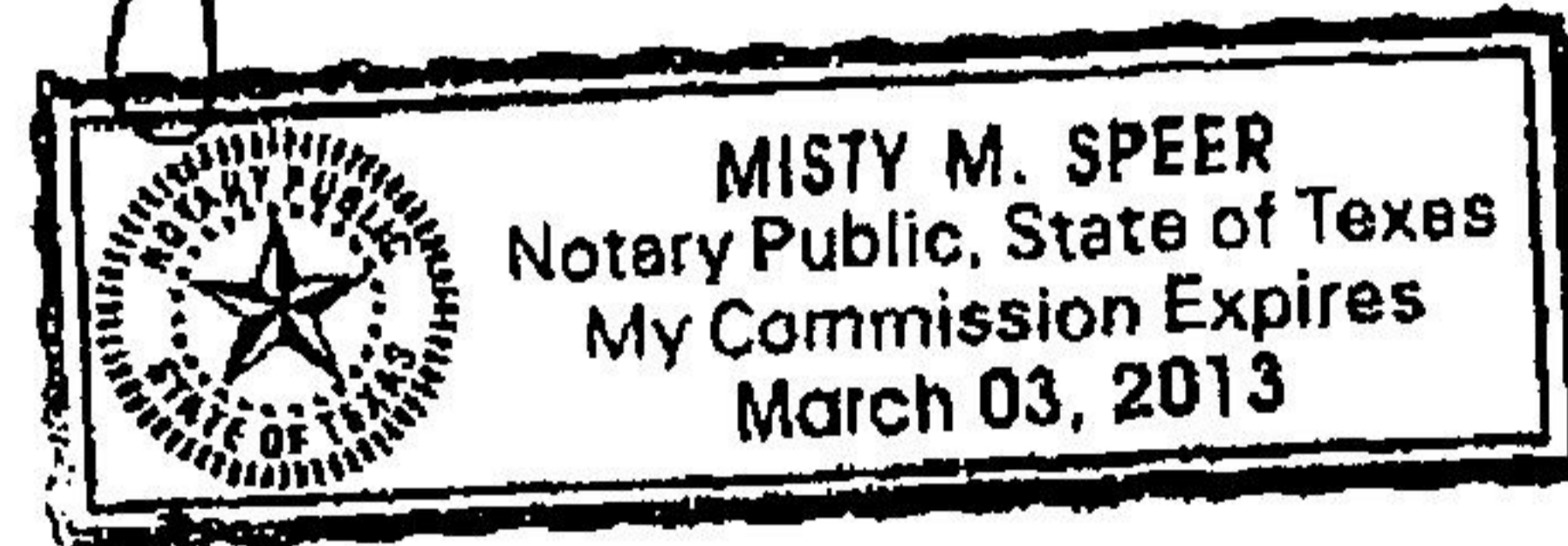
By:   
Phil Franzone, Its President

STATE OF TEXAS           §  
                                          §  
COUNTY OF BEXAR       §

Before me, the undersigned notary public, on this day personally appeared Phil Franzone, President of The Hills at Sonterra Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons 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 16 day of January, 2012.

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



**AFTER RECORDING RETURN TO:**  
The Hills at Sonterra Homeowners Association, Inc.  
300 E. Sonterra Blvd., Suite 350  
San Antonio, TX 78258

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 Real Property of Bexar County, Texas on:

**FEB 17 2012**



  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120030001 Fees: \$20.00  
02/17/2012 3:51PM # Pages 2  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

RESOLUTION OF THE BOARD OF DIRECTORS OF THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC. REGARDING RECORDS PRODUCTION AND COPYING

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

SCANNED

Pursuant to Section 209.005(i), Texas Property Code, and Section 209.005(m), Texas Property Code, The Hills at Sonterra Homeowners 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, Texas Property Code, to-wit:

(a) Copy charge.

(1) Standard paper copy. The charge for standard paper copies 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, greenbar, bluebar, not including maps and photographs using specialty paper)--\$.50; (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

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

(1) The charge for labor costs 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 fewer pages of paper records, unless 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.

(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 requests 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% of 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 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 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 his signature below the President of the Association certifies 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 this 16<sup>th</sup> day of January, 2012..

THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.

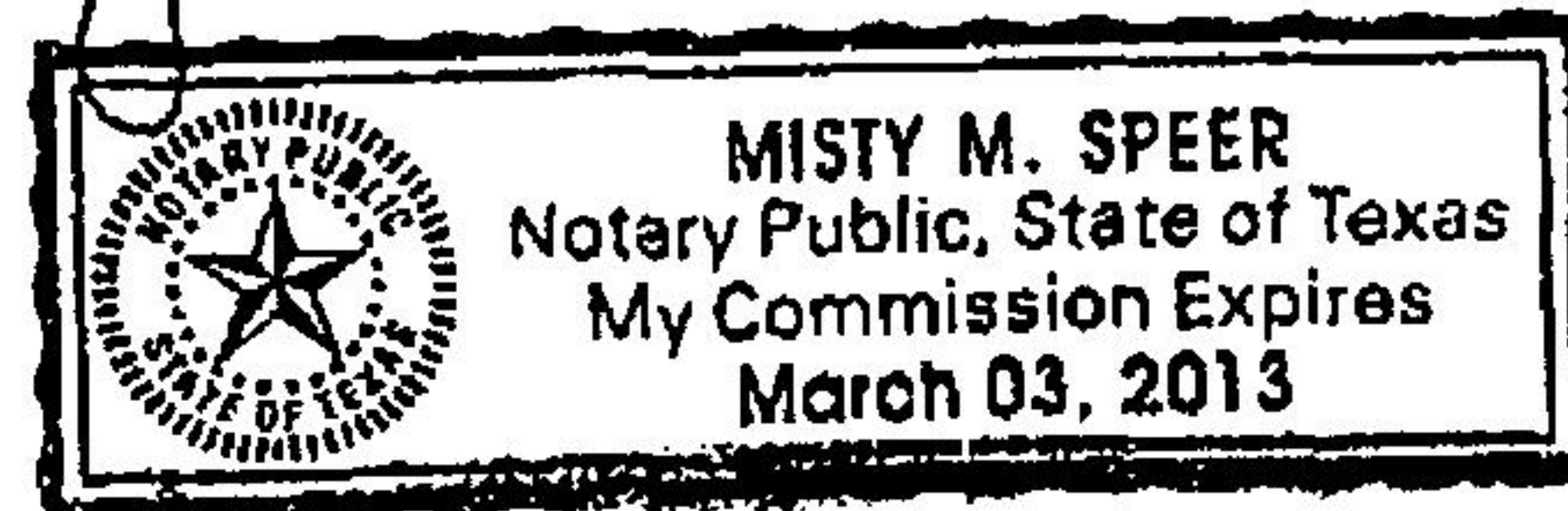
By: [Signature]  
Phil Franzone, Its President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

Before me, the undersigned notary public, on this day personally appeared Phil Franzone, President of The Hills at Sonterra Homeowners 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 16 day of January, 2012.

[Signature]  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**  
The Hills at Sonterra Homeowners Association, Inc.  
300 E. Sonterra Blvd., Suite 350  
San Antonio, TX 78258

5141 001/934986

Doc# 20120030002 Fees: \$24.00  
02/17/2012 3:51PM # Pages 3  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

**FEB 17 2012**



[Signature]  
COUNTY CLERK BEXAR COUNTY, TEXAS

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE HILLS AT SONTERRA HOMEOWNERS ASSOCIATION, INC.  
REGARDING PAYMENT PLAN GUIDELINES**

SCANNED

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

Pursuant to Section 209.0062, Texas Property Code, The Hills at Sonterra Homeowners 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 the 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 signatures 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

