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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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:
9/18/2020 11:57 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

By their signatures below, the President and Secretary/Treasurer of the Association certify that the foregoing was adopted by the Board of Directors of the Association at a duly-called meeting at which a quorum of directors was present.

Signed this the 17 day of SEPTEMBER, 2020.

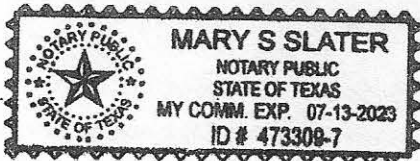
THE COMMUNITY HOUSE OF NORTHERN HILLS SUBDIVISION, UNIT ONE, a Texas Non-Profit Corporation

Maximilian L. Maule
By: Maximilian L. Maule, Its President

Diane S. Rose
By: Diane Rose, Its Secretary/Treasurer

STATE OF TEXAS §
 §
COUNTY OF KENDALL §

Before me, the undersigned authority, on the date set forth above personally appeared Maximilian L. Maule, President of The Community House of Northern Hills Subdivision, Unit One, known by identification to me as being one of the persons named above, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Mary S Slater
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF KENDALL §

Before me, the undersigned authority, on the date set forth above personally appeared Diane Rose, Secretary/Treasurer of The Community House of Northern Hills Subdivision, Unit One, known by identification to me as being one of the persons named above, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



Mary S Slater
Notary Public, State of Texas

**FIRST AMENDMENT TO THE BYLAWS OF
THE COMMUNITY HOUSE OF NORTHERN HILLS
SUBDIVISION, UNIT ONE**

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

WHEREAS, The Community House of Northern Hills Subdivision, Unit One (hereinafter "the Association") is a non-profit corporation organized and existing under Texas law; and,

WHEREAS, the Board of Directors of a Texas non-profit corporation may adopt, amend or repeal the Bylaws of the corporation, pursuant to Section 22.201(c), Texas Business Organizations Code, except in certain situations which are inapplicable to the Association; and,

WHEREAS, the Board of Directors of the Association has concluded that it is in the best interests of the Members of the Association to amend the Bylaws of the Association to lower the quorum requirement for meeting of Members of the Association and to allow for notices of official business of the Association to be provided to Members by various ways, including email;

NOW, THEREFORE, the Board of Directors of the Association has voted to amend the Bylaws, as follows, to-wit:

I.

Article IV of the Bylaws is hereby amended by the addition of a new section, as follows:

Section 4. Quorum. The presence at any meeting in person or by proxy of Members entitled to cast eleven votes shall constitute a quorum for the conduct of all business of the Members of the Association.

II.

Article VII of the Bylaws is hereby amended by the addition of a new section, as follows:

Section 5. Notices. Notices of meetings, and all other notices required by the governing documents of the Association or law, may be provided to Members in person, by mail, by fax, and/or by email, including any combination thereof.

III.

Except as stated above, the Bylaws are ratified and confirmed in all respects.

By their signatures below, the President and Secretary/Treasurer of the Association certify that the foregoing was adopted by the Board of Directors of the Association at a duly-called meeting at which a quorum of directors was present.

Signed this the 17 day of SEPTEMBER, 2020.

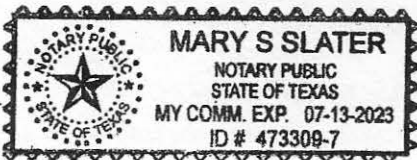
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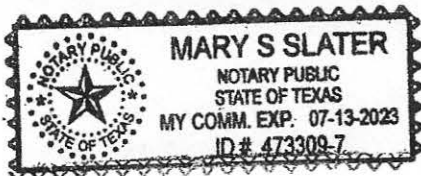
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Mary S Slater
Notary Public, State of Texas

**SECOND AMENDED COVENANTS AND RESTRICTIONS
FOR NORTHERN HILLS SUBDIVISION**

STATE OF TEXAS §
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COUNTY OF BEXAR §

WHEREAS, Northern Hills Subdivision, Unit One, is a residential real estate development situated in Bexar County, Texas; consisting of 20.2 acres of land as shown on the plat recorded in Volume 6100, Page 227 of the Deed and Plat Records of Bexar County, Texas (hereinafter "the Subdivision"); and,

WHEREAS, the previous property owners of said property filed certain restrictions and covenants in Volume 6299, Page 494, Official Real Property Records of Bexar County, Texas ("the Original Restrictions"), Volume 6541, Page 963, Official Real Property Records of Bexar County, Texas ("the Revised Restrictions"), and Volume 7570, Page 1610, Official Real Property Records of Bexar County, Texas ("the First Amended Restrictions") (the Original Restrictions, Revised Restrictions and the First Amended Restrictions shall hereinafter collectively be referred to as "the Restrictions"); and,

WHEREAS, the undersigned property owners desire to amend the Restrictions, are willing to be bound by such amendments, and are willing to bind their heirs, executors, successors and assigns;

NOW THEREFORE, the undersigned hereby do adopt, declare, and impose upon themselves, their heirs, their legal or personal representatives, successors and assigns the following Second Amended Covenants and Restrictions (hereinafter "these Restrictions"), recognizing that the same shall become effective after at least a majority of the owners of said property have signed this document, and, the same has been recorded in the Official Real Property Records of Bexar County, Texas:

1. There is hereby established an Executive Committee (the "Executive Committee" referred to in prior section of this document) which shall consist of the President, the Vice President, and Secretary/Treasurer of the Northern Hills Unit One Homeowners' Association.
2. In the event of any violation or threatened violation of any of the restrictions or covenants herein, the Executive Committee or any owner in this Subdivision, Unit One, may bring action by law or in equity, for injunctive relief of damages, or for any other relief, or other remedy as may be available at law or in equity. In the event the Executive Committee recover judgment against any person for a violation or threatened violation of any of the covenants herein, the Executive Committee is also entitled to recover from such person costs and expenses including reasonable attorney's fees., which shall be and is hereby secured by a lien on the lot in question.
3. The Executive Committee is hereby granted authority, approval, and the right to take such actions without the necessity of litigation as may be reasonably necessary to remedy any adverse condition present at any lot due to lack of ordinary care for the landscaping and improvements thereon, PROVIDED that the Executive Committee shall first have given at least ten days' written notice of the necessity for such action to the owners and occupants

of the premises in question by certified mail, return receipt requested. If the said owner(s) or occupant(s) of said lots do not remedy the condition within the ten-day time period, then the Executive Committee may take such action(s) as may be necessary to remedy the condition at the cost of the owner of the effected lot. Such costs shall be due and payable within thirty days of the date of the owner(s) of said lot receipt of an invoice for such work from the Executive Committee. The amount due is hereby secured by a valid lien against the affected lot.

4. The term "mobile home" as used herein shall include and also mean the same as "H.U.D. code manufactured home" and "Manufactured home", per applicable Texas statute(s). The term does not include "recreational vehicle".
5. All owners of all lots in the Subdivision shall automatically be members of a mandatory association of owners, which has been incorporated under the name The Community House of Northern Hills Subdivision, Unit One (hereinafter "the Association"). The Association shall be entitled to levy annual assessments, which shall be payable on the first day of each month, divided into twelve equal consecutive payments. In the event of non-payment of any month's installment the balance of all monthly installments for the remaining part of the year shall automatically be accelerated and become due and payable. The annual assessment, together with such interest thereon and costs of collection, shall be a charge on each lot in the Subdivision and shall be secured by a continuing lien upon the Lot against which each such assessment is made. For the calendar year 2021 the annual assessment shall be \$96.00 per lot. Each year after 2021 the annual assessment may be increased by vote of the Executive Committee of the Association by up to ten percent above the prior year's assessment; any increase higher than ten percent shall require approval of owners entitled to cast two-thirds of all votes of all lots in the Subdivision. Each such assessment, together with late fees and costs of collection shall also be the personal obligation of the person who was the owner of such lot at the time the obligation accrued. The amount of late fees shall be set by the Executive Committee of the Association.
6. Each of the ninety platted residential lots in the subdivision shall be occupied by one mobile home and no other type of residence. No other type of structure or habitation, except as provided herein, may be constructed or placed onto such residential lots.
4. Each "residential" lot may be used only for residential purpose. Only one mobile home shall be placed on any residential lot. Only one family may occupy any residential lot. The term "family" includes a single individual.
5. Every mobile home located on a residential lot must contain a kitchen sink, toilet, lavatory or wash basin, and tub or showers, and must be connected to public water, sewer and electrical service lines.
6. Each mobile home placed on a residential lot must be kept in good repair, have its towing tongue removed, be "skirted" with wooden, plastic, or metal skirting, and be secured to the ground to prevent movement during high winds. Skirting and tie-downs must meet industry or government approved standards.

7. No mobile home placed on any residential lot hereafter shall be more than ten years old as of the date of placement, nor contain an interior area of less than 500 square feet of space. Each mobile home must be kept in good repair and have well built outside access stairs with railings attached thereto.
8. No mobile home shall be placed on any residential lot unless its side shall be no closer than twenty-five feet nor further than forty feet from the front or street property line, at least two feet from the side property lines, and at least ten feet from the rear property line. The front or street property line shall be the property line parallel to any street for which a governmental entity assigns a street number for the lot. Any mobile home must be placed so that it is substantially parallel or perpendicular to the public street.
9. There may be erected or placed on any residential lot a storage structure, not to be used as a habitation, located not less than twenty-five feet from the front property line, at least two feet from the side property line, and not less than two feet from the rear property line. No such structure shall contain any toilet, shower, or sewer facilities. Clotheslines shall be located away from the street side of the mobile home and no closer than ten feet from any side or rear property line.
10. No more than one boat on a trailer, one travel trailer, one motor home, or one utility trailer may be kept on a residential lot, provided, however, that any such may not be used as a habitation and connected to utility lines and any such shall be kept in good condition and repair, not detracting from the general appearance of the neighborhood.
11. All garbage and refuse shall be placed in metal or plastic sealable garbage containers, such containers being maintained in good condition and kept out of sight except on garbage pick-up days, such days being established by the garbage collection service serving the premises. Garbage collection services shall be provided at the expense of residential lot owners and shall be provided not less than once per week.
12. No permanent advertising sign shall be allowed on any residential lot. Temporary signs no larger than three feet by three feet may be allowed for the purpose of indicating that a residential lot is for sale or rent.
13. No occupant of any residential lot, nor the guest(s) of any such occupant, may perform any action that would be unlawful or that would disturb the rights, comforts or conveniences on any neighbor. From 10:00 p.m. to 7:00 a.m. loud noises, music, generators and other disturbances of the peace are prohibited. Any dog located on a residential lot that barks, howls, or makes any other noise to the extent that it disturbs the rights of neighbors may or shall be removed at the discretion of the Executive Committee, hereinafter identified.
14. Except as otherwise hereafter allowed, the keeping, feeding, or using of any livestock, poultry, any other animal, bird, or reptile, shall not be allowed on any residential lots. Such permitted pets must be kept in a clean and sanitary manner and not allowed to leave the residential lot unless on a leash or while caged. Puppies or kittens born of on-site permitted pets must be removed from the lot no later than eight weeks after birth.

15. Mailbox design, construction, and maintenance for each lot shall be controlled by the Executive Committee utilizing guidelines established by governmental postal authority. Each lot owner is responsible for the cost of erecting and maintaining its postal mail box.
16. No drainage or utility access easement may be blocked so as to hinder or defect its intended purpose.
17. All lots, improvements located thereon or landscaping thereto shall be kept clean and neat at all times. Painted exterior surfaces shall be kept free of cracking, peeling or faded paint. Yard grass shall be kept neatly mowed and never be allowed to be higher than six inches. No outside storage of excess metal or lumber, building materials, yard materials, junk, or trash shall be allowed. Inoperable vehicles and vehicles not displaying a current license registration may not be parked on any street. Vehicles shall not be parked or stored on any portion of any lot other than paved parking areas. Common chain link fences were installed by the developer to mark property lines and are owned equally by both property owners. Removal and/or change must be agreed to by both parties and the Executive Committee.
18. No tree or structure exceeding fifteen feet in height from the surface of the ground may be planted, built, or erected on any lot without the written permission of the Executive Committee, which permission will not be unreasonably withheld.
19. The failure of any owner or the Executive Committee to enforce any provision, restriction or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any other breach occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Executive Committee or such owner.
20. Approval or disapproval of the Executive Committee of any matter requiring its attention shall be given promptly. The decisions of the committee shall be recorded in its records. Should the Executive Committee, or its designated representative, fail to act upon or make known its action on any given matter for which its decision is required or requested within thirty (30) days following submission in writing to it of any such request or any plans or specifications, such request or such plans and specifications or other matter so submitted shall be deemed to have automatically received Executive Committee approval.
21. Each lot in Subdivision shall have and carry with it an undivided interest equal to the interest held by each other lot in said Subdivision, Unit One.
22. In addition to the other enforcement rights and provisions herein, the Association, acting through the Executive Committee, shall have a right to impose fines on owners for violations of these Restrictions, in an amount not to exceed \$100.00 per day per violation. In order to impose fines, the Executive Committee shall comply with the requirement of Section 209.006, Texas Property Code. Any fines imposed shall be secured by a lien on the lot in question, as well as the personal obligation of the owner.
23. These Restrictions herein set forth and established shall apply to Lot 1 through Lot 52 inclusive, Block 1, and to Lot 1 through Lot 38 inclusive of Block 2, of said re-subdivision

plat of Tract 6, Northern Hills Subdivision, Unit One; but said Restrictions and Covenants shall not apply in any way to Lot A or Lot B, Block 1, or to the unplatted one acre (1) well site shown by said re-subdivision plat of said Tract 6.

24. These Restrictions shall run with the land and shall be binding upon all persons in interest and upon all owners of lots, in this Subdivision, Unit One, their heirs, legal or personal representatives, successors, and assigns, for a period of ten years from the date this document is filed for recording in the Office of the County Clerk of Bexar County, Texas; thereafter be automatically extended in periods of ten years, unless an agreement in writing, acknowledged by a majority of a called meeting of the Association, shall have been duly recorded in the Deed Records of Bexar County, changing or amending said these Restrictions in whole or in part, or discontinuing all or anyone of them, the provisions of such latter instrument becoming controlling at that time.
25. Whenever any notice is required by this document to be given, the notice shall be in writing, and shall constitute notice if sent by registered or certified mail to the last known address of the person notified. Any notice to be given under the requirements of this document may be waived by the person entitled thereto.
26. Invalidation of anyone or more of the provisions, restrictions, or covenants herein contained by final judgment or order of any court of competent jurisdiction shall not affect any other provisions, restrictions, or covenants, all of which remain in force and effect in accordance with the terms and conditions hereof.

The foregoing was approved by majority vote of all owners of all lots in the Subdivision, as certified by the signatures of the President and Secretary of the Association below.

[SIGNATURE PAGES TO FOLLOW]

Signed this the 17 day of SEPT, 2020.

THE COMMUNITY HOUSE OF NORTHERN HILLS SUBDIVISION, UNIT ONE, a Texas non-profit corporation

Maximilian L. Maule

By: Maximilian L. Maule, Its President

Diane L. Rose

By: Diane Rose, Its Secretary

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COUNTY OF BEXAR §

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Mary S Slater

Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §



Before me, the undersigned authority, on the date set forth above personally appeared Diane Rose, Secretary of The Community House of Northern Hills Subdivision, Unit One, known by identification to me as being one of the persons named above, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Mary S Slater

Notary Public, State of Texas

