

CROWN RIDGE TOWNHOMES

Crown Ridge is a mandatory homeowners association. The legal name is Crown Ridge Townhouse Association, Inc. The Clubhouse is located at 5859 Royal Ridge Drive. CRTA has a fine policy. It is available at the office during office hours.

Officers:

Lynne Hoffman, President
210-392-7334

Stephen Burkett – Maintenance & VP

Office – Doris Trevino
Hours: Mon-Friday 3-7 pm
210-653-4447
CRTASATX@gmail.com

RESTATED CERTIFICATE OF FORMATION
OF
CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

I, the undersigned, being of the age of eighteen years or more, being a citizen of the State of Texas, acting as the elected President of a nonprofit corporation (the "Corporation") under the Texas Business Organizations Code, as it may be amended (the "TBOC"), do hereby adopt this Restated Certificate of Formation for the Corporation:

ARTICLE I
ENTITY NAME

The name of the Corporation for which this Restated Certificate of Formation is being filed is:

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

ARTICLE II
ENTITY TYPE

The filing entity previously formed on April 1, 1971, file number 2887001, is a nonprofit corporation organized pursuant to the TBOC and has no capital stock. The Corporation is the Homeowners Association required by the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, made on February 17, 1971 and recorded in Volume 6509, Page 388, of the Official Public Records of Bexar County, Texas for Crown Ridge Townhouse Subdivision ("Declaration") encumbering and restricting the real property described in the Plat filed in Volume 6400, Page 198, Deed and Plat Records of Bexar County, Texas, corrected by Correction Plat filed in Volume 6500, Page 62 and further corrected by Second Correction Plat filed in Volume 6500, Page 122, Deed and Plat Records of Bexar County, Texas ("Subdivision").

ARTICLE III
DURATION

The period of duration of the Corporation is perpetual unless the Corporation winds up and terminates in accordance with the provisions of its Bylaws and the TBOC.

ARTICLE IV
REGISTERED AGENT AND OFFICE

The designated registered agent and registered office of the Corporation is as follows:

Michael B. Thurman
4093 De Zavala Road
Shavano Park, Texas 78249

The undersigned, as President, affirms that the person designated herein as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute this instrument.

ARTICLE V
PURPOSE AND POWERS

The Corporation shall operate for nonprofit purposes pursuant to the TBOC and does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. The Corporation, acting through a Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Corporation and for the operation and maintenance of the Corporation's property as may be required or permitted by the Declaration, Bylaws, duly adopted rules, regulations and policies (collectively "Governing Documents") and Texas State law, subject only to the limitations of Chapters 2 and 22 of the TBOC. Without limiting the generality of the foregoing, the Corporation is organized for the following general purposes:

(A) To assure the upkeep, maintenance, improvement and administration of the Property owned by the Corporation, if any, and all lands, improvements, security devices and other real or personal property owned by, leased to, used by or the responsibility of the Corporation ("Common Areas");

(B) To assure the upkeep, maintenance, improvement and administration of any additional Property which may in the future be acquired by, placed under the control of or responsibility for which is assumed by the Corporation;

(C) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the Common Areas or affairs of the Corporation in accordance with the Governing Documents, as amended from time to time;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents, as amended from time to time;

(E) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising under the Governing Documents, as amended from time to time or the laws of the State of Texas;

(F) To enforce applicable provisions of the Governing Documents (as amended from time to time) and any other instruments for the management and control of the properties within the Subdivision including, without limitation, the power:

(1) To fix, levy, collect and enforce payment, by any lawful means, including but not limited to a collection policy providing for payment plans, late fees and administrative fees;

(2) To enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents, as amended from time to time and to adopt such policies as needed, including but not limited to, a fine policy, towing policy and a suspension of privileges policy to aid in the enforcement of the terms of the Governing Documents and to collect assessments, charges and other amounts imposed on an Owner pursuant to the terms of the Governing Documents;

(3) To contract for and to pay for maintenance and improvement of the Common Areas or areas for which the Corporation is responsible as contemplated by the Governing Documents;

(4) To employ personnel or management firms reasonably necessary for the administration and operation of the Corporation, and to discharge the powers and duties of the Corporation arising under the Governing Documents, as amended from time to time, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) To pay all office and other expenses incident to the conduct of the business of the Corporation, including all insurance expenses, licenses, taxes and special tax or utility Assessments which are or would become a lien on any portion of the Properties over which the Corporation has authority to exercise control;

(G) No part of net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officer or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for actual services rendered and to make distributions in furtherance of the purposes set forth in this Article V hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Restated Certificate of Formation, the Corporation shall not carry on any activities not permitted to be carried on by a Corporation exempt from Federal Income Tax under Section 528 for the Internal Revenue Law.

(H) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation may now or hereafter have or exercise in accordance with the Texas Business Organizations Code.

ARTICLE VI MEMBERSHIP

The Corporation shall be a membership Corporation without certificates or shares of stock. All Owners, by virtue of their ownership of a Lot subject to the Declaration, are Members of the Corporation and such membership is appurtenant to, and inseparable from, ownership of the Lot. Every Member shall have the right at all reasonable times to inspect and copy the books of the Corporation as permitted by applicable law.

ARTICLE VII VOTING

All Members shall have the voting rights as provided in the Declaration and the Bylaws. Cumulative voting is not allowed.

ARTICLE VIII GOVERNING BODY

The business and affairs of the Corporation shall be conducted, managed and controlled by a Board

of Directors. The Board of Directors shall possess all powers granted to Board of Directors for nonprofit corporations pursuant to the TBOC. The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine. The method of election (except for the initial Board of Directors named below), removal and filling of vacancies, and the term of office shall be as set forth in the Bylaws. The Board of Directors shall consist of not less than seven (7) nor more than nine (9) members, as set forth in the Bylaws, and all decisions of the Board of Directors shall be made by majority vote. The initial Board of Directors shall consist of the following nine (9) members:

<u>NAME</u>	<u>ADDRESS</u>
Carol Lynne Hoffman	10867 Crown View San Antonio, Texas 78239
Stephen Burkett	10938 Crown Park San Antonio, Texas 78239
Jane Ames	6854 Crown Ridge Dr. San Antonio, Texas 78239
Roy Sebring	10918 Crown Park San Antonio, Texas 78239
Ruth Sebring	10918 Crown Park San Antonio, Texas 78239
Daniel Graney	10943 Crown Park San Antonio, Texas 78239
Felipe Rodriquez	6634 Crown Ridge Dr. San Antonio, Texas 78239
Marta Dixon	10955 Crown Park San Antonio, Texas 78239
Mary Lynn Heaston	10827 Crown View San Antonio, Texas 78239

ARTICLE IX
LIMITATIONS OF LIABILITY

(A) An officer, director or committee member of the Corporation shall not be liable to the Corporation or its Members for any act or omission that occurs in its capacity as such officer, director or committee member, except to the extent it is found liable for: (i) a breach of the officer's, director's, or committee member's duty of loyalty to the Corporation or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer, director or committee member to the Corporation; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer, director or committee member receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of its office or position; or (v) an act or omission for

which the liability of an officer, director or committee member is expressly provided by an applicable statute. The liability of officers, directors and committee members of the Corporation may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended. The foregoing limitation on the liability of an officer, director or committee member does not eliminate or modify that officer's, director's or committee member's liability as a Member of the Corporation.

(B) Subject to the limitations and requirements of the TBOC, the Corporation shall indemnify, defend and hold harmless every officer, director and committee member from and against all damages, claims and expenses, including, without limitation, attorneys' fees, reasonably incurred in connection with any threatened, initiated or filed action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member, except that such obligation of indemnity shall be limited to those actions for which a director's, officer's or committee member's liability is limited in this Article above. The obligations of the Corporation in this paragraph (b) will continue as to an officer, director or committee member who has ceased to hold such position and will inure to such officer's, director's or committee member's heirs, executors and administrators. Subject to the limitations and requirements of the TBOC, the Corporation may also voluntarily indemnify a person or party who is or was an employee, trustee, agent or attorney of the Corporation, against any liability asserted against such person or party in that capacity and arising out of that capacity. Furthermore, in the event the obligations of the Corporation set forth above are more restrictive than the provisions of indemnification allowed by the TBOC, then such persons and parties named above shall be indemnified, defended and held harmless to the full extent permitted by the TBOC.

ARTICLE X
DISSOLUTION

The Corporation may be dissolved by vote or the written approval of not less than sixty-seven percent (67%) of all outstanding votes held by the Members as may be more specifically provided in the Bylaws or the Declaration and in accordance with the laws of the State of Texas. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation will be distributed and conveyed to either (a) an appropriate public agency to be used for purposes similar to those for which the Corporation was created, or (b) a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
MANNER OF DISTRIBUTIONS

Upon its winding up, the Corporation shall distribute the Corporation's assets as provided by Section 22.304 of the Texas Business Organizations Code, including but not limited to, the return, transfer or conveyance of property held by Corporation on the condition it would be returned, transferred or conveyed because of winding up or termination.

ARTICLE XII
AMENDMENT

This Restated Certificate of Formation may be amended or restated at a regular or special meeting of the Members by vote of fifty-five percent (55%) of the total number of all Members of the Association.

ARTICLE XIII
CONFLICT WITH OTHER DOCUMENTS

In the event of a conflict between the Restated Certificate of Formation and the Declaration, the Declaration shall control. In the event of a conflict between this Restated Certificate of Formation and the Bylaws, this Restated Certificate of Formation shall control.

ARTICLE XIV
EFFECTIVENESS OF FILING

This document becomes effective as a certificate of filing for a nonprofit corporation when this document is filed by the Secretary of State.

Signed this 19 day of September, 2018.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN, President

CERTIFICATE OF PRESIDENT

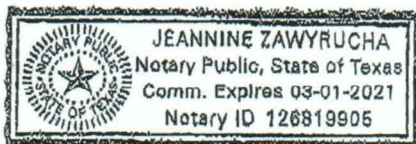
The undersigned certifies that the foregoing Restated Certificate of Formation with New Amendments was duly approved and adopted by the Board of Directors of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. and by the members present at a Special Called Meeting of Members in person or by proxy and adopted by more than sixty-seven percent (67%) of the members of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. on the 11th day of September, 2018. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Restated Certificate of Formation with New Amendments constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Crown Ridge, a subdivision located in Bexar County, Texas, as hereinabove described, including all annexations thereto.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN, President

STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROLE LYNNE HOFFMAN, President of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., who, after being duly sworn, acknowledged and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 19 day of September, 2018.



Jeannine Zawyrucha
NOTARY PUBLIC, STATE OF TEXAS

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, who, being by me duly sworn according to law, stated the following under oath:

“My name is CAROL LYNNE HOFFMAN. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Crown Ridge Townhouse Association, Inc., a Texas non-profit corporation (the “ASSOCIATION”). I am also a custodian of the records for the ASSOCIATION and I have been authorized by the ASSOCIATION’S Board of Directors to sign this Affidavit.

The ASSOCIATION is a property owners’ association as that term is defined in *TEX. PROP. CODE § 202.001*. The ASSOCIATION’S jurisdiction includes, but may not be limited to, the property in Bexar, County, Texas and described as:

That certain subdivision known as Crown Ridge Townhouse Subdivision, being the property identified and referenced in the Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 8391, page 1114 of the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the ASSOCIATION, which instruments have not previously been recorded:

*Crown Ridge Townhouse Association, Inc.
Certificate of Filing of Restated Certificate of Formation*

*First Restated Bylaws of
Crown Ridge Townhouse Association, Inc.*

*First Amended and Restated Declaration of Covenants, Conditions & Restrictions
For Crown Ridge Townhouse Subdivision*

*Email Registration Policy
With Promulgated Email Registration Form*

The documents attached hereto are subject to being supplemented, amended or changed by the ASSOCIATION. Any questions regarding the dedicatory instruments of the ASSOCIATION may be directed to the ASSOCIATION at:

Crown Ridge Townhouse Association, Inc.
6714 Crown Ridge Drive
San Antonio, Texas 78239
Phone: 210-653-4447
Fax: 210-670-7049
Email: crtasatx@gmail.com

SIGNED on this the 13 day of November, 2018.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN
Its: President

ACKNOWLEDGMENT

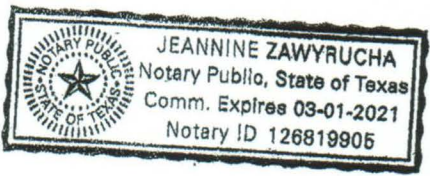
THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, President of the **CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.** who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

13 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of November, 2018.

Jeannine Zawyrucha
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249



P.O.Box 13697
Austin, Texas 78711-3697

Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.
28887001

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 11/05/2018

Effective: 11/05/2018



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



**Restated Certificate of
Formation
With New Amendments**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
NOV 05 2018
Corporations Section

Entity Information

The name of the filing entity is:

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 28887001

The date of formation of the filing entity is: April 1, 1971

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 9/19/2018

CROWN RIDGE TOWNHOUSE ASSOCIATION,
INC.

Name of entity (see Execution instructions)

Carol Lynne Hoffman

Signature of authorized individual (see instructions)

Carol Lynne Hoffman, President

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

Document Number: 20180222981
Recorded Date: November 13, 2018
Recorded Time: 12:09 PM
Total Pages: 53
Total Fees: \$230.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

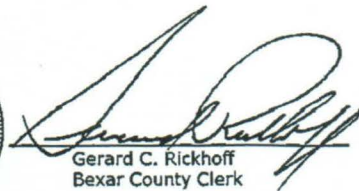
**** Do Not Remove ****

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: 11/13/2018 12:09 PM




Gerard C. Rickhoff
Bexar County Clerk

**FIRST AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
CROWN RIDGE TOWNHOUSE SUBDIVISION**

THIS FIRST AMENDED AND RESTATED DECLARATION is for the purpose of amending and restating the covenants, conditions and restrictions of Declaration of Covenants, Conditions and Restrictions, made on February 17, 1971 and recorded in Volume 6509 Page 388 of the Deed Records of Bexar County, Texas by WINDCREST DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in San Antonio, County of Bexar, State of Texas, which is more particularly described as:

Beginning at the North corner of the 18.770 acre tract herein described, said North corner located South 42° 24' 08" East 635 feet from the intersection of the Southeast line of Randolph Boulevard with the Southwest line of Jackson Boulevard, out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, Bexar County, Texas;

THENCE with the West line of Jackson Boulevard, South 42° 24' 08" East 136.00 feet to a point, the PC of a curve whose radius point is located South 47° 35' 52" West 25.00 feet;

THENCE reversing direction and going around the arc of said curve to the North and West an arc distance of 39.27 feet to the PT (said curve having a delta angle of 90° and radius of 25.00 feet);

THENCE with the following calls:

South 47° 35' 52" West 110.00 feet to a point;

South 42° 24' 08" East 659.51 feet to a point;

South 38° 07' 52" West 889.95 feet to a point;

South 29° 08' 10" West 60.00 feet to a point;

North 60° 51' 50" West 315.01 feet to the PC of a curve to the right, said curve having a delta angle of 108° 27' 42" and a radius of 455.00 feet;

THENCE around the arc of said curve a distance of 861.32 feet to the PT;

THENCE with the following calls:

North 47° 35' 52" East 95.92 feet to a point;

North 44° 56' 22" East 280.30 feet to a point;

THENCE North 47° 35' 52" East 337.00 feet to the PC of a curve to the

left, said curve having a delta angle of 90° and radius of 25.00 feet;

THENCE around the arc of said curve 39.27 feet to the POINT OF BEGINNING and containing 18.770 acres, more or less.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed Subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

1.1 "Architectural Committee" shall mean and refer to the Architectural Committee created herein that is vested with the power, authority and duties more fully described in this Restated Declaration.

1.2 "Assessment" or "Assessments" shall mean all assessment(s) imposed by the Association under this Restated Declaration, including but not limited to, Annual Assessments, Special Assessments and Specific Assessments and Charges as defined herein.

1.3 "Association" shall mean and refer to CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., its successors and assigns.

1.4 "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Restated Certificate of Formation and Restated Bylaws of the Association.

1.5 "Charges" shall mean those expenses, late fees, administrative fees, fines, interest, professional fees and charges as set forth in Section 4.1 herein and all of which is secured by the Assessment lien established in Section 4.1.

1.6 "Class A Lots" shall mean and refer to any lot upon which a single family residence unit has been completed and has been conveyed to an Owner other than the Declarant or has been occupied.

1.7 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All of Lot 134, N.C.B. 13784, according to Plat of Crown Ridge Townhouse Subdivision, dated October 21, 1970, recorded in Volume 6400, Page 198-199, Plat Records of Bexar County, Texas.

1.8 "Declarant" shall mean and refer to WINDCREST DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more

than one undeveloped lot from the Declarant for the purpose of development.

1.9 "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Crown Ridge Townhouse Subdivision and the Association, including, without limitation, the Restated Certificate of Formation, First Restated Bylaws, this Restated Declaration and any rules, regulations, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

1.10 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.11 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.13 "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, limited liability partnership, trust, or any other form of business or entity or Governmental Authority.

1.14 "Plat" shall mean and refer to the maps or plats of Crown Ridge Townhouse Subdivision, filed for record in Volume 6400, Page 198, of the Deed and Plat Records of Bexar County, Texas, corrected by Correction Plat filed in Volume 6500, Page 62 and further corrected by Second Correction Plat filed in Volume 6500, Page 122, Deed and Plat Records of Bexar County, Texas, and any amendment thereof or additions thereto.

1.15 "Properties" shall mean and refer to the properties known as Crown Ridge Townhouse Subdivision and also commonly known as Crown Ridge Townhouses, as established by the Plats and additions thereto, as are subject to the Declaration.

1.16 "Restated Declaration" shall mean and refer to this First Amended and Restated Declaration of Covenants, Conditions and Restrictions to be filed in the Official Public Records of Bexar County, Texas and become effective as of the date of recording.

1.17 "Single Family" shall mean and refer to a group related by blood, adoption (including foster children), or marriage, which may include only parents, their children, their dependent brothers or sisters, their parents, their grandparents, their grandchildren or no more than two (2) unrelated partners living together as a family unit and their children (including foster children), their dependent brothers and sisters, their parents, and their grandparents.

1.18 "Townhouse" shall mean the attached, privately owned single family residence structure which is a part of and adjacent to other similarly designed single family residential

structures located in the Crownridge Townhouse Subdivision.

ARTICLE II PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

B. the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by fifty-five percent (55%) of the Members agreeing to such dedication or transfer has been recorded;

D. the right of the Association to limit the number of guests of Members;

E. the right of the Association, in accordance with its Restated Certificate of Formation and First Restated Bylaws, to borrow money, upon obtaining the assent of at least fifty-five percent (55%) of the Members, for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Properties. The rights of such mortgagee in such Properties shall be subordinate to the rights of the Owners hereunder;

F. the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the Members.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the First Restated Bylaws, Owner's right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 Mandatory Membership. Every Owner of a lot which is subject to Assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments.

3.2 Membership. The membership of the Association shall consist of all of the

Owners of the Lots within the Properties. Every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by this Restated Declaration, to Assessments by the Association, including sellers in a contract for deed or an executory contract yet to close, shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be severed from any ownership of any Lot which is subject to Assessments by the Association. Ownership of such Lot shall be the sole qualification for membership. It shall be the Owners' obligation to notify the Association of acquiring an ownership interest in a Lot and shall provide and maintain a current mailing address with the Association. Owners may also opt to receive notices by email by registering with the Association. All changes of address provided to the Association must be in writing, correspondence or email. Any mortgagee or lienholder who acquired title to any Lot which is a part of the Properties through judicial or non-judicial foreclosure, shall be a Member of the Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder to the lien of the Association, the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Association membership shall be transferred automatically to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void. The transfer of membership shall not relieve the Member from any liability owed to the Association as of the date of transfer and the Lot shall remain subject to the lien securing the unpaid Assessments, unless extinguished by foreclosure of a priority lien.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. Annual Assessments,
- B. Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- C. Specific Assessments for any of the Charges which may be incurred herein that are specific to such Member or Members including but not limited to, expenditures related to violations and enforcement of any of the Governing Documents;
or
- D. Other Charges, including but not limited to, late fees, administrative fees, fines, professional fees, including but not limited to attorney's fees and administrative costs as permitted herein and expenses which may be charged to the Owner as provided in this Declaration, any Supplemental Declaration and other Governing Documents.

The Annual, Special and Specific Assessments and Charges, together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such Assessment is made. Each such Assessment or Charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. Any such obligation shall remain a charge against the property in the event of Owner conveys the ownership to a third party other than by foreclosure of the first lien holder.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, repair and maintenance of the Common Area, and of the townhouse, to the extent of the obligation of the Association, situated upon the Properties.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be Three Hundred Ninety-Six Dollars (\$396.00) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than seven and one-half percent (7.5 %) above the maximum Assessment for the previous year without a vote of the membership.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above seven and one-half percent (7.5%) by a vote of fifty-five percent (55%) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of fifty-five percent (55%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Specific Assessments. The Association may levy a Specific Assessment against an individual Member or Members for any of the Charges which may be incurred herein that are specific to such Member or Members including but not limited to, expenditures related to violations and enforcement of any of the Governing Documents. Unless otherwise stated herein, any such Specific Assessment shall be due and payable thirty (30) days after the date of the invoice delivered to the Member containing the Specific Assessment. The Specific Assessment is secured by a continuing lien as set forth in Section 4.8 herein.

4.6 Notice and Quorum for Any Action Authorized under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 4.3 or 4.4 shall be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty (40%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Rate of Assessment. Both Annual and Special Assessments must be fixed at uniform rate, to be collected on a monthly basis.

4.8 Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the Common Area. Assessments not received on or before the tenth (10th) of the month shall be consider delinquent. The first (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the Owner of each Lot one twelfth (1/12) of the Annual Assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment, Annual, Special or Specific or Charge, which is not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, shall incur a late fee of ten percent (10%) of the payment due for each month the assessment remains delinquent and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such. Each such Owner, by Owner's acceptance of a deed to a Lot, hereby expressly vests in the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., or its agents the right and power to bring all actions against such Owner personally for the collection of such Charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The Lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of Owner's

Lot.

4.10 Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

4.11 Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

4.12 Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of fifty-five percent (55%) of the votes of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior manage contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

4.13 Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Association as Trustee for each of the Owners in equal proportions. It shall be the individual responsibility of each Owner at his own expense to provide, if he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of

which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstructions or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a Special Assessment against all Members of the Association, as established by Article IV, Section 4.4 above, to make up any deficiency for repair or rebuilding of the common area.

ARTICLE V ARCHITECTURAL CONTROL

5.1 Architectural Approval. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives as determined by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and it shall be deemed the Owner has complied with this Article V. The Board shall have full authority to appoint and remove the members of the Architectural Committee.

5.2 Compliance Inspection and Enforcement. The Board of Directors or the Architectural Committee may, but is not required, to police or enforce compliance with such considerations as minimum size, setbacks, other specific, objective construction requirements or maintenance. The Board of Directors or the Architectural Committee's agent may enter the Lot without being guilty of trespass to inspect those items reviewed by the Board of Directors or Architectural Committee. This shall include inspection for conformance with Owner's responsibility for maintenance and other obligations contained herein. The responsibility for the inspection of structural components including, but not limited to concrete, and house construction shall remain with the Owner. In the event the Board of Directors or Architectural Committee determines that significant field discrepancies exist in any improvements or modifications being performed by Owner or maintenance not being adequately performed, the Board of Directors or the Architectural Committee shall notify the Owner immediately, in writing, of the nature and extent of the discrepancy. The Owner shall cure such discrepancy as required by the Board of Directors or the Architectural Committee requires. All reasonable professional fees and expenses associated with this procedure may be assessed as a Specific Assessment by the Board of Directors or the Architectural Committee against the Owner and shall be secured by the lien on the Lot.

ARTICLE VI PARTY WALLS

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VI, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions to such use.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provision of this Article VI, an Owner who by Owner's negligent or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VI shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VI, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VII EXTERIOR MAINTENANCE

7.1 Association Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to Assessment hereunder, as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior doors and window fixtures and other hardware and patios.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, Owner's family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Lot is subject.

ARTICLE VIII USE RESTRICTIONS

8.1 Restricted Use of Property. Said Properties are hereby restricted to residential dwellings for single family residential use and purpose. All buildings or structures erected upon said Properties shall be of new construction and no buildings or structures shall be moved from other locations onto said Properties and no subsequent buildings or structures other than townhouse apartment buildings, being single family townhouses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Properties at any time as a residence either temporarily or permanently.

8.2 Single Family Residential Purpose. The terms "single family residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, boarding house (renting of single rooms), Bed & Breakfast, Air B&B, weekend or special events rentals, hospital clinic and/or professional uses, half-way house, tenants in common and such excluded uses are hereby expressly prohibited except a Member or resident of a single family townhouse may conduct business activities within a single family townhouse so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the townhouse constructed on the Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent or detectable by sight, (i.e., no sign may be erected advertising the business on any Lot), sound, or smell from outside the single family townhouse; (iv) the business activity does not involve door-to-door solicitation of residents within Crown Ridge; (v) the business does not, in the Board of Directors' judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within Crown Ridge which is noticeably greater than the number of vehicles, whether owned by employees or being offered for sale, that would be present without the presence of the business; (vi) the business activity is consistent with the residential character of Crown Ridge and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Crown Ridge as may be determined in the sole discretion of the Board of Directors; and (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether or not the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity engaged in is full or part-time; is intended to or does generate a profit; or a license is required.

8.3 Freehold Estate. Each Lot shall be conveyed as a separately designated and legally described freehold estate identified by lot, block and new city block as designated on the

Plat and shall be subject to the terms, conditions and provisions hereof.

8.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

8.5 Advertising. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Properties, nor shall said Properties be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building, or in any portion of said Properties; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., a non-profit corporation incorporated or to be incorporated under the laws of the State of Texas, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

8.6 Aesthetics. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

8.7 Landscaping. Except in the individual patio areas appurtenant to a Townhouse, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Properties except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Properties outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Crown Ridge, and is necessary for the protection of said Owners.

8.8 Owner Maintenance. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhouses, including but not limited to, recreation and parking areas and walkways, shall be taken by the Board of Directors or by its duly delegated representative.

8.9 Fixtures and Equipment. All fixtures and equipment installed within a Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or

integrity of another Townhouse or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouses or their Owners.

8.10 Over-the-Air Reception Devices. Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, shall be erected, maintained or placed on a Lot without the prior written approval of the Board of Directors or the Architectural Committee; provided however, that:

A. an antenna designed to receive direct broadcast services, including direct to-home satellite services, that is one meter or less in diameter; or

B. an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

C. an antenna that is designed to receive television or radio broadcast signals;

(collectively, A through C are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Board of Directors or the Architectural Committee, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Properties.

8.11 No Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

8.12 Vehicles. The Board of Directors shall regulate the parking of vehicles, including but not limited to, automobiles, trucks, motor scooters, motorcycles, ATV's or other motorized, gas, electric or other power, (collectively "Vehicles"). The Board of Directors shall adopt, from time to time, within their sole discretion, rules, regulations and policies regulating parking, storage of Vehicles, operation thereof, repair or such other restrictions as needed.

8.13 Leasing. Leasing of a Townhouse for a period of six (6) months or longer shall not be considered a business or trade within the meaning of Section 8.1. Rental or leasing of a Townhouse for a period less than six (6) months shall be considered a short term rental and shall be strictly prohibited, including but not limited to, rental for weekends, special events, boarding house, bed & breakfast, Air B&B, or vacation and special event homes.

All leases shall require, without limitation, that the tenant or lessee acknowledge receipt of a copy of this Declaration, any applicable Supplemental Declaration and all duly adopted rules, regulations, and policies of the Association. The lease shall also obligate and bind the tenant and occupants to comply with the foregoing Governing Documents. Any leases that

contain a termination provision that allows the tenant to terminate with notice within the first six (6) months shall be considered a short term lease and is prohibited. The Owner shall be responsible and held accountable for the tenant, lessee and occupant and their compliance with this Section 8.13 and all other terms and conditions contained in this Declaration. The Owner shall provide the Association a signed copy of the lease within five (5) days of execution by the parties. Failure to do so shall be a violation of this Declaration and the Association may impose fines and/or suspend the Owner and Tenant's privileges. In the event a tenant, lessee or occupant violates any of the terms and conditions of this Declaration or other Governing Documents of the Association, Owner, after receipt of notice from the Association, shall take such necessary action to cause the tenant, lessee or occupant to comply with and conform to the applicable restrictions, rules, regulations and policies contained in the Governing Documents of the Association. If Owner fails to do so, the Association may elect to proceed with enforcement remedies and Owner shall indemnify the Association for all costs, including reasonable attorney's fees, incurred by the Association in connection with the enforcement action. The costs shall be assessed and charged as a Specific Assessment to the Owner's property subject to the enforcement action.

No more than twenty-five percent (25%) of the Townhouses within Crownridge Townhouse Subdivision may be leased at any given time to a third party. Any Owner engaged in leasing activities as of the date of this Declaration shall be allowed to continue leasing activities until the Townhouse is sold or conveyed to a third party. Any Townhouse Owner engaged in leasing activities must, upon the sale or conveyance of said Townhouse, notify any potential buyer or person taking the title that no more than twenty-five percent (25%) of the Townhouses may be leased at any given time to a third party. For the purpose of this provision, "third party" shall be defined as any person who is not an Owner as that term is defined herein.

ARTICLE IX EASEMENTS

9.1 Easements. Each Townhouse and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two (2) or more Townhouses is partially or totally destroyed, and then rebuilt, the Owners of the Townhouses so affected agree that minor encroachments of parts of the adjacent Townhouse units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.2 Permitted Access. There is hereby granted an easement to all police, fire protection, ambulance and all similar persons to enter upon the private drives and Common Area in the performance of their duties.

9.3 Additional Easements. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or cross over the Common Area provided for herein. Further, a blanket easement is

hereby granted to approved telephone, electric and cable companies to erect and maintain the necessary poles and other necessary equipment on the Common Area and to affix and maintain telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhouses.

9.4 Underground Electric Service:

A. Underground single phase electric service shall be available to One Hundred Thirty-Three (133) residential townhouses on the aforesaid Lots and to the recreation building to be constructed on the Common Area, and the metering equipment shall be located on the exterior surface of the wall at a point to be designated by the utility company. The utility company furnishing the service shall have a two (2) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the Townhouse structure.

B. For so long as such underground service is maintained, the electric service to each Townhouse and the recreation building shall be uniform and exclusively of the type known as single Phase, 120/240 volt, 3 wire, 60 cycle alternating current.

C. Easements for the underground service may be crossed by driveways and walkways provided the contractor makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and not any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

**ARTICLE X
GENERAL PROVISIONS**

10.1 Compliance with Governing Documents. Should any Owner, tenant, lessee or occupant of a Lot fail or refuse to comply with the terms and provisions of this Restated Declaration, any Supplemental Declaration, or any other Governing Document, the Association, or its successors and assigns, acting by and through its Board of Directors, a duly authorized officer(s) or its duly authorized agent, without liability to the Owner, tenant, lessee or occupant, may, after written notice of a reasonable number of days to cure the default is provided to the Owner, tenant, lessee or occupant and failure of the Owner, tenant, lessee or occupant to comply with the terms of such notice, enter upon the Lot without liability of trespass and do or cause to be done such action as shall be necessary to bring the Lot and the Improvements thereon into compliance with this Restated Declaration. Likewise, the Association or the Board of Directors, and their respective successors and assigns, shall have the right to enforce, by a proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens and Charges now or hereafter imposed by the provisions of this Restated Declaration, or any other Governing Document, including but not limited to, fees and/or fines payable to the Association and in connection therewith shall be entitled to recover all reasonable costs and attorneys' fees

incurred in pursuance of such enforcement rights. All costs incurred by the Association in carrying out such action to secure compliance with the terms and provisions of this Restated Declaration shall be billed to the Owner of the Lot by the Association by placing such bill in the United States Mail, postage paid, to the last known address on the books of the Association. Any Assessment or Charges which are not paid within thirty (30) days after the same is billed shall bear interest from the date each Assessment or Charge is due, until paid, at an interest rate of ten percent (10%) or the maximum lawful rate per annum allowed, whichever is lower and shall be charged a late fee of ten percent (10%) of the payment due for each month the assessment remains delinquent. The Board of Directors may also establish a monthly administrative fee to manage and collect the delinquent account. Any Assessments or Charges assessed shall be the personal obligation of the Owner of such Lot at the time the action in enforcement of the terms of this Restated Declaration was commenced and will continue to be an obligation of successive Owners as well. Any such Assessments or Charges assessed and chargeable against a Lot shall be secured by the liens reserved in this Restated Declaration for Assessments and Charges and may be collected by any means provided in this Restated Declaration for the collection of Assessments and Charges, including, but not limited to, foreclosure of such liens, with the herein created power of sale, against the Owner's Lot, subject to Texas law. Each such Owner shall indemnify and hold harmless the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section 10.1 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

10.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

10.3 Amendment. The covenants and restriction of this Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the preceding Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a sworn instrument signed by the President attesting that fifty-five percent (55%) or more of the Owners approved an Amendment at a duly called meeting of Owners. Any amendment must be recorded.

10.4 Annexation of Additional Property. Annexation of additional property shall require the assent of fifty-five percent (55%) or more of Owners.

10.6 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision was duly approved and adopted by the Board of Directors of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. and by the members present at a Special Called Meeting of Members in person or by proxy and adopted by more than sixty-seven percent (67%) of the members of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. on the 11 day of Sept, 2018. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing First Amended and Restated Declaration of Covenants, Conditions & Restrictions for Crown Ridge Townhouse Subdivision constitutes a dedicatory instrument under Tex. Prop. Code §202.006 which applies to the operation of Crown Ridge, a subdivision located in Bexar County, Texas, as hereinabove described, including all annexations thereto.

Signed this 19 day of Sept, 2018.

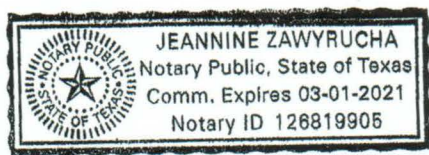
CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
Name: Carol Lynne Hoffman
Title: President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Carol Lynne Hoffman, President of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act in deed of said Corporation.

Given under my hand and seal of office on the 19th day of September, 2018.



Jeannine Zawyrucha
Notary Public, State of Texas

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, who, being by me duly sworn according to law, stated the following under oath:

“My name is CAROL LYNNE HOFFMAN. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Crown Ridge Townhouse Association, Inc., a Texas non-profit corporation (the “ASSOCIATION”). I am also a custodian of the records for the ASSOCIATION and I have been authorized by the ASSOCIATION’S Board of Directors to sign this Affidavit.

The ASSOCIATION is a property owners’ association as that term is defined in *TEX. PROP. CODE § 202.001*. The ASSOCIATION’S jurisdiction includes, but may not be limited to, the property in Bexar, County, Texas and described as:

That certain subdivision known as Crown Ridge Townhouse Subdivision, being the property identified and referenced in the Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 8391, page 1114 of the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the ASSOCIATION, which instruments have not previously been recorded:

*Crown Ridge Townhouse Association, Inc.
Certificate of Filing of Restated Certificate of Formation*

*First Restated Bylaws of
Crown Ridge Townhouse Association, Inc.*

*First Amended and Restated Declaration of Covenants, Conditions & Restrictions
For Crown Ridge Townhouse Subdivision*

*Email Registration Policy
With Promulgated Email Registration Form*

The documents attached hereto are subject to being supplemented, amended or changed by the ASSOCIATION. Any questions regarding the dedicatory instruments of the ASSOCIATION may be directed to the ASSOCIATION at:

Crown Ridge Townhouse Association, Inc.
6714 Crown Ridge Drive
San Antonio, Texas 78239
Phone: 210-653-4447
Fax: 210-670-7049
Email: crtasatx@gmail.com

SIGNED on this the 13 day of November, 2018.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN
Its: President

ACKNOWLEDGMENT

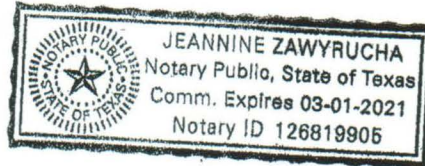
THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, President of the **CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.** who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

13 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of November, 2018.

Jeannine Zawyrucha
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249





Office of the Secretary of State

CERTIFICATE OF FILING OF

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.
28887001

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 11/05/2018

Effective: 11/05/2018



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

Form 414
(Revised 09/13)

This space reserved for office use.

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Restated Certificate of
Formation
With New Amendments

FILED
In the Office of the
Secretary of State of Texas
NOV 05 2018
Corporations Section

Entity Information

The name of the filing entity is:

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 28887001

The date of formation of the filing entity is: April 1, 1971

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 9/19/2018

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

Name of entity (see Execution instructions)

Carol Lynne Hoffman

Signature of authorized individual (see instructions)

Carol Lynne Hoffman, President

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

Document Number: 20180222981
Recorded Date: November 13, 2018
Recorded Time: 12:09 PM
Total Pages: 53
Total Fees: \$230.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

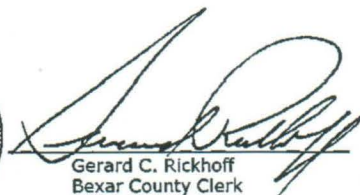
**** Do Not Remove ****

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: 11/13/2018 12:09 PM




Gerard C. Rickhoff
Bexar County Clerk

**FIRST RESTATED BYLAWS OF
CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.**

Crown Ridge Townhouse Association, Inc. is the association referred to in the Declaration of Covenants, Conditions and Restrictions for Crown Ridge Townhouse Subdivision, recorded in Volume 6509, Page 388 et seq., Official Public Records of Real Property of Bexar County, Texas. The terms used in these First Restated Bylaws ("Restated Bylaws") shall have the same meanings given to them in the Declaration, unless otherwise specifically provided herein. The Association hereby amends, restates and agrees that these Restated Bylaws shall replace and supersede the Bylaws of Crown Ridge Townhouse Association, Inc. These Restated Bylaws shall be amended and restated as set forth herein, provided that in the event of any discrepancy between the terms of these Restated Bylaws and any terms of the Bylaws, the terms of these Restated Bylaws shall govern and prevail. These Restated Bylaws are subject to the provisions of the Texas Business Organizations Code, the Texas Property Code and such other applicable city, state and federal laws, rules and regulations.

**ARTICLE I
DEFINITIONS**

1.1 The following definitions shall apply to these Restated Bylaws:

(A) "Architectural Committee" shall mean the Architectural Committee established pursuant to the Declaration hereinafter defined.

(B) "Articles" shall mean the Articles of Incorporation of Crown Ridge Townhouse Association, Inc., recorded in Volume 6747, Page 617 of the Official Public Records of Bexar County, Texas, amended by Restated Certificate of Formation, and as they may, from time to time, be amended.

(C) "Association" shall mean and refer to Crown Ridge Townhouse Association, Inc., a Texas non-profit corporation, its successors and assigns as established by the Declaration hereinafter defined.

(D) "Board of Directors" shall mean and refer to the governing body of the Association, the election of members of the Board of Directors ("Directors") and procedures of which shall be as set forth in the Restated Certificate of Formation, Restated Bylaws of the Association and the Texas Business Organizations Code.

(E) "Bylaws" and "Restated Bylaws" shall mean these Restated Bylaws of Crown Ridge Townhouse Association, Inc., as they may, from time to time, be amended.

(F) "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment,

maintenance or operation of Crown Ridge Townhouse Subdivision and the Association, including, without limitation, the Restated Certificate of Formation, the Restated Declaration, these Restated Bylaws and any rules, regulations, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

(G) "Living Unit" shall mean and refer to a single family residence and its attached or detached carport and storage shed upon a Lot.

(H) "Lot" shall mean and refer to any of the plots of land in the Crown Ridge Townhouse Subdivision, in the City of San Antonio, Bexar County, Texas, as shown on the Subdivision Plats, as defined herein, and such additional lots or property as may be annexed into the Association from time to time.

(I) "Member" shall mean and refer to the record Owner of a Lot, within Crown Ridge Townhouse Subdivision as provided for in the Restated Declaration, exclusive of any person or entity holding an interest in any Lot or Lots merely as security for the performance of an obligation.

(J) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation. If more than one (1) person or entity owns a Lot, all such persons or entities shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one (1) Person. For purposes of voting, no fractional votes are permitted. If a Lot is sold under a recorded land sales contract and the contract specifically so provides, the purchaser, not the fee owner, will be considered the Owner. If the contract is not recorded, the Association shall have no duty or obligation to recognize the purchaser as an Owner.

(K) "Properties" shall mean and refer to the properties known as Crown Ridge Townhouse Subdivision and also commonly known as Crown Ridge Townhouses, as established by the Plats and additions thereto, as are subject to the Restated Declaration and these Restated Bylaws.

(L) "Restated Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Crown Ridge Townhouse Subdivision, recorded in Volume 6509, Page 388 et seq., Official Public Records of Real Property of Bexar County, Texas as amended and restated by that First Amended and Restated Declaration of Covenants, Conditions and Restrictions to be filed in the Official Public Records of Bexar County, Texas and become effective as of the date of recording.

(M) "Subdivisions" or "Subdivision Plats" shall mean and refer to the maps or plats of Crown Ridge Townhouse Subdivision, filed for record in Volume 6400, Page 198, of the Deed and Plat Records of Bexar County, Texas, corrected by Correction Plat filed in Volume 6500, Page 62 and further corrected by Second Correction Plat filed in Volume 6500, Page 122, Deed and Plat Records of Bexar County, Texas, and any amendment thereof or additions thereto.

**ARTICLE II
PURPOSE AND POWERS**

2.1 Purpose. The primary purposes of this non-profit Association is to carry out and enforce the terms and conditions of the Restated Declaration and the general powers granted herein, perform the duties imposed on the Association and to collect and disburse the assessments and charges hereinafter created, with regard to the residential properties known as Crown Ridge Townhouse Subdivision, and such additions thereto as may be brought within the jurisdiction of the Association, subject to the provisions of the Restated Declaration, including amendments or supplements thereto, which may now or hereafter exist and are recorded in the Official Public Records of Bexar County, Texas.

2.2 Registered Office and Agent. The Association shall comply with the requirements of the Texas Business Organizations Code ("Code") to maintain a registered office and registered agent in Texas. The registered office shall be the same office as that of the Registered Agent. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the Code. Meetings of Members and Directors may be held at such places within Bexar County, Texas, as may be designated by the Board of Directors from time to time.

2.3 Principal Office. The principal office of the Association shall be located at 6714 Crown Ridge, San Antonio, Bexar County, Texas 78239 or such other location within Bexar County, Texas as may be designated from time to time by the Board of Directors.

2.4 General Powers and Duties. The Association was organized in accordance with the Texas Nonprofit Act, and shall operate for nonprofit purposes, now pursuant to the Texas Business Organizations Code applicable to nonprofit corporations, and does not contemplate pecuniary gain or profit to its Members. The Association, acting through a Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Association property as may be required or permitted by the Restated Declaration, these Restated Bylaws, duly adopted rules, regulations and policies (collectively "Governing Documents") and Texas State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents or Texas State law. Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

(A) To assure the upkeep, maintenance, improvement and administration of real or personal property owned by, leased to, used by or the responsibility of the Association;

(B) To assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by, placed under the control of or responsibility for which is assumed by the Association;

(C) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and

administration of the affairs of the Association in accordance with the Governing Documents, as amended from time to time;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents, as amended from time to time;

(E) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Governing Documents, as amended from time to time or the laws of the State of Texas;

(F) To enforce applicable provisions of the Governing Documents (as amended from time to time) and any other instruments for the management and control of the properties within the Subdivision including, without limitation, the power:

(1) To fix, levy, collect and enforce payment of assessments, by any lawful means, including but not limited to a collection policy providing for payment plans, late fees, administrative fees and the right of foreclosure;

(2) To enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents, as amended from time to time and to adopt such policies as needed, including but not limited to, a fine policy, towing policy and a suspension of privileges policy to aid in the enforcement of the terms of the Governing Documents and to collect other amounts imposed on an Owner pursuant to the terms of the Governing Documents. This right of enforcement shall include the right, power and authority to (i) assess fines; (ii) file suit for damages or for injunction, mandatory or prohibitory, (iii) to exercise self-help right to cure or abate any violation, including entering onto the relevant Lot to do so without liability for trespass violation; (iv) to enforce the terms and conditions of policies duly adopted and approved by the Board of Directors and (v) to compel compliance with the provisions of these Restated Bylaws and the Restated Declaration through all legal remedies;

(3) To contract for and to pay for maintenance and improvement of the areas for which the Association is responsible as contemplated by the Governing Documents;

(4) To employ personnel or management firms reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Governing Documents, as amended from time to time, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) To pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility charges which are or would become a lien on any portion of the properties over which the Association has authority to exercise control;

(G) To develop, create and adopt rules, regulations, policies and procedures necessary, as determined by the Board of Directors, which are necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association, which shall include but not limited to, construction policies, procedures and regulations, and environmental policies.

(H) To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Business Organizations Code.

ARTICLE III MEMBERSHIP, VOTING, QUORUM, PROXIES

3.1 Membership. Any person on becoming an Owner of a fee or undivided interest in any Lot shall automatically become a Member of this Association and be subject to these Restated Bylaws, provided, however, that any person or entity holding an interest in any such Lot merely as security for the performance of an obligation, shall not be a Member. Such membership shall terminate without any formal Association action whenever such person ceases to own a Lot, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Member's Lot during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner arising out of or in any way connected with such ownership and membership in the Association and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one (1) membership card or other similar device to the Owner(s) of a Lot. Such membership card shall be void and surrendered to the Secretary of the Association whenever ownership of the Lot designated thereon shall terminate. It shall be the Owner's obligation to notify the Association of acquiring an ownership interest in a Lot and shall provide and maintain a current mailing address with the Association. All changes of address provided to the Association must be in writing, correspondence or email. If an Owner leases their Lot and residence to a tenant, it shall be the Owner's responsibility to notify the Association of the tenant's contact information and provide evidence that Owner delivered copies of the Governing Documents to tenant who is subject to the terms and conditions of the Governing Documents. Any mortgagee or lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder to the lien of the Association, the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

3.2 Voting Rights. The Association shall have one (1) class of membership. Members shall be all those Owners as defined in this Article III, Section 3.1. Members shall be entitled to one (1) vote for each Lot in which they have a fee interest. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more

than one (1) vote be cast with respect to any such Lot.

3.3 Quorum. The Members holding twenty percent (20%) of the total eligible votes of the membership of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by law, by the Restated Certificate of Formation, the Restated Declaration or by these Restated Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote there at, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented, subject to the limitations of the Texas Property Code. In the absence of a quorum at a meeting of Members, if the meeting is rescheduled as permitted herein, the quorum shall be reduced to fifteen percent (15%) for that meeting only. Any subsequent meeting of the Members shall return to twenty percent (20%) and thereafter the procedure herein shall apply.

3.4 Method of Voting.

(A) All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote or votes at such meetings either in person or by proxy. Any vote cast in an election or vote by a Member must be in writing and signed by the Member. In an Association wide election, written and signed ballots are not required for uncontested races. Members may also vote by absentee ballot or if made available by the Association by electronic methods as described in Section 209.00592 of the Texas Property Code. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the number of Lots owned by the Member shall be final.

(B) If permitted by the Association, an electronic vote (i) given by e-mail, facsimile, or posting on an internet website established by the Association for voting, if available, (ii) for which the identity of the Member submitting the ballot can be confirmed, and (iii) for which the Member may receive a receipt of the electronic transmission and ballot shall constitute a written and signed ballot.

(C) An absentee or electronic ballot, if permitted, (i) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Owner attends the meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot, provided however this provision (iii) shall not apply for voting for the election of the Board of Directors.

(D) At any meeting of the Members, every Member having the right to vote may vote either in person, or by proxy executed in writing by the Member or by Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each

proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. Each proxy shall be filed with the Secretary of the Association prior to or at the time of the meeting.

(E) At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at said meeting, arranged in alphabetical order with the address of each and the number of votes held by each, shall be prepared by the officer or agent having charge of the Membership books. Such list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by an eligible Member at any time during usual business hours, and shall also be made available at the Members' meetings.

3.5 Appointment of Election Officer. The Board of Directors shall, by resolution, designate one (1) of its Directors, not standing for re-election to the Board of Directors to serve as election officer for the election of the Board of Directors. The election officer shall receive written nominations as provided herein and shall administer the annual election or special called meeting. The election officer shall appoint, in writing, such assistants as are in the election officer's judgment required to conduct the election. Such assistants shall not be paid for their services, nor be Directors of the Board of Directors, nor candidates for election thereto. A person who is a candidate for election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as part of a recount process authorized by law and set forth in Texas Property Code Section 209.00594, as amended.

3.6 Voting. Voting and counting of ballots shall be conducted by an election officer appointed by the Board of Directors and the election officer's assistants. The results of balloting shall be announced by the election officer before the close of the meeting at which the election takes place and the nominee(s) receiving the highest number of votes shall be declared by the President or Vice-President if there is no President, to have been elected. The President or Vice-President shall announce only the names of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates. The election officer shall thereafter certify, in writing, the results of the balloting, which results shall be countersigned by the election officer's assistants. Notwithstanding any other provision in the Governing Documents or the Texas Property Code, (i) a person who is a candidate in the Association's election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as herein stated; (ii) a person other than a person described above in this Section 3.6 (i) may tabulate votes in the Association election or vote but may not disclose to any other person how an individual voted; (iii) provided however, a person other than a person who tabulates votes under this Section 3.6 (ii), including a person described by this Section 3.6 (i), may be given access to the ballots cast in the election or vote only as part of a recount process authorized by law.

3.7 Recount of Board of Directors Election Votes. A Member has fifteen (15) calendar days from the date on which a Board of Directors election was held to request a recount

of the votes. A recount may not be requested for any agenda items other than a Board of Directors election. A demand for a recount must be submitted in writing by certified mail, return receipt requested, delivered by the United States Postal Service with signature confirmation to the Association's updated mailing address, or in person to the Association's current managing agent. The Association shall retain and enter into a contract with, at the expense of the requesting Member, a person qualified to recount the votes. The person conducting the recount may not be a Member or related to a Director within the third degree of consanguinity or affinity, and shall be either a current or former county judge, county elections administrator, justice of the peace, or county voter registrar, or a person mutually agreed upon by the Association and the requesting Member. The recount shall be completed within thirty (30) days of the date in which the recount request and payment for the services is received by the Association. In the event the recount changes the results of the election in question, the Association shall reimburse the Member the cost of the recount. A recount shall not affect actions taken by the Board of Directors between the election in question and the completion of the recount.

3.8 Nominating Committee. Not less than sixty (60) days prior to the next scheduled annual meeting of the Association, the Board of Directors will create and empanel a nominating committee comprised of not less than three (3) Members, which shall be charged with receiving suggestions of the Members. The nominating committee shall evaluate and consider possible nominees, and make nominations for each election of Directors. The Nominating Committee shall present its nominations to the Secretary of the Association or Election Officer, if applicable, at least twenty-one (21) days prior to the scheduled annual meeting. Nominees shall be invited to provide brief biographical information by a specific deadline to be set by the nominating committee to be distributed with such notice, in a form and length determined by the Board of Directors. The names of the nominees and their information shall be included in the notice of the annual meeting. Nominations will not be accepted from the floor at the annual meeting prior to the casting of ballots. Nominations for the Board of Directors must be selected from Members of the Association. In the event there is a situation requiring a special called meeting for the purpose of election of a Director(s), the nominations for candidates shall be made from the floor at the special called meeting.

ARTICLE IV MEETINGS OF MEMBERS

4.1 Place of Meetings. Meetings of the Members shall be held at the time and place in Bexar County, Texas as determined by the Board of Directors, and stated in the notice of the meeting or in a waiver of notice. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the principal office of the Association.

4.2 Annual Meeting. There shall be a meeting of the Association on the third (3rd) Thursday of October of each year or such other reasonable time (not more than sixty (60) days before or after such date) and at such place as the Board of Directors may determine within Bexar County. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Restated Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

4.3 Special Meetings. Special meetings of the Members for any purpose or purposes

whatsoever may be called at any time by the President, by a majority of the Board of Directors or the holders of not less than thirty percent (30%) of the total eligible votes of the membership of the Association. The meeting must be held within thirty (30) days after the Board of Directors resolution or receipt of the petition from Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.4 Notice of Meetings. Notice of the meeting, stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called shall be given in accordance with the requirements of the Texas Property Code to each Member entitled to vote at the meeting at least ten (10) but not more than sixty (60) days before the date of the meeting. The statutory notice shall be addressed to the Member at their address appearing on the books of the Association or given by them to the Association for the purpose of notice. Notice of adjourned meetings is not necessary unless the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting shall be given as in the case of any special meeting. The Association may provide an alternative method of notice as permitted by Texas Property Code Section 209.0042 by allowing the Member to opt to receive notice by email registration. Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. If the Member has opted to receive notices by email, the Association shall use the last email address registered with the Association by the Member.

4.5 Organization.

(A) The President shall preside at all meetings of the Members. In the President's absence a Vice President shall preside. In the absence of all of these officers any Member or the duly appointed proxy of any Member may call the meeting to order and a chairman shall be elected from among the Members present.

(B) The Secretary of the Association shall act as secretary at all meetings of the Members. In the Secretary's absence an assistant secretary shall so act and in the absence of all of these officers the presiding officer may appoint any person to act as Secretary of the meeting.

4.6 Action Without Meeting. Strictly subject to the limitations of the Texas Property Code, any action required by any provision of law or the Restated Certificate of Formation or these Restated Bylaws to be taken at a meeting of the Members or any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by a majority of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as an unanimous vote of the Members. The consent may be in more than one counterpart.

4.7 Telephone and Similar Meetings. Members, directors and committee members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can

communicate with each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.8 Order of Business. The order of business at all meetings of the Owners of Lots shall be as follows if applicable:

- (A) Roll Call
- (B) Proof of notice of meeting or waiver of notice
- (C) Reading of minutes of preceding meeting
- (D) Reports of officers
- (E) Reports of committees
- (F) Election of directors
- (G) Unfinished business
- (H) New business

4.9 Failure to Call Annual Meeting. If the Board of Directors fails to call an annual meeting of the Members, a Member may demand that a meeting of the Members be called to elect directors not later than the thirtieth (30th) day after the date of the Member's demand. The Member's demand shall be in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association. A copy of this notice must then be sent by the Association to each Member. In the event the Board of Directors fail to call a meeting of the Members on or before the thirtieth (30th) day after the date of the demand, three (3) or more Members may then form an election committee. The election committee shall file written notice of the committee's formation with the Bexar County Clerk for recordation in the Bexar County Official Public Records. The notice shall contain: (i) a statement that an election committee has been formed to call a meeting of the Members for the sole purpose of electing Directors; (ii) the name and residential address of each committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Restated Declaration, the Restated Certificate of Formation or by these Restated Bylaws. The notice shall be signed and acknowledged by each committee member. Only one (1) committee within the subdivision area may operate at one (1) time. If more than one (1) committee files notice with the Bexar County Clerk, the first committee to file notice, provided all of the other requirements of this article are satisfied, has the power to act. A committee has four (4) months after the date the notice is filed with the Bexar County Clerk to conduct a successful election. The committee is automatically dissolved if a successful election is not held within this four (4) month period. The notice, quorum, and voting provisions of these Restated Bylaws apply to any meeting called by the committee. The committee may call a meeting of the Members for the sole purpose of electing directors.

ARTICLE V
BOARD OF DIRECTORS

5.1 Management. The property, business and affairs of the Association shall be managed by the Board of Directors who may exercise all such powers of the Association as set forth in Section 2.4 of Article II herein and do all such lawful acts and things as are not by statute or by the Restated Certificate of Formation or by these Restated Bylaws directed or required to be exercised or done by the Members. The Directors shall have all of the powers, authority and duties of the Association existing under the Texas Business Organizations Code, the Restated Declaration and these Restated Bylaws, which shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such is specifically required by law, the Restated Declaration or these Restated Bylaws.

5.2 Committees. In addition to the committees provided for in the Restated Declaration and these Restated Bylaws, the Board of Directors may by resolution designate one (1) or more committees, each of which shall consist of two (2) or more Members, which committee, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it, him or her by law.

5.3 Number and Qualifications. The Board of Directors shall be composed of from seven (7) to nine (9) persons. The Board of Directors is presently composed of nine (9) persons and such membership may be changed by amendment to these Restated Bylaws on vote of the membership or by vote of the Board of Directors. All members of the Board of Directors, except one (1) shall reside on the Properties.

5.4 Change in Number. The number of Directors may be increased or decreased from time to time by amendment to these Restated Bylaws but no decrease shall have the effect of shortening the term of any incumbent director and provided that the Board of Directors may never consist of less than three (3) nor more than nine (9) directors. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of Directors called for that purpose.

5.5 Election and Term of Office. The present Board of Directors is currently serving out their term of office and thereafter the successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected at the annual meeting at the time of the expiration of each respective Director's term. In the event the Association cannot meet quorum at the scheduled date for the annual meeting, the Directors shall continue to serve until the Association can convene the annual or special called meeting to elect Directors. The Association shall diligently reschedule a meeting to elect Directors and continue to do so until a quorum is obtained. In the event the number of Directors shall be increased by amendment to the Restated Bylaws, the additional positions created shall likewise be classified to provide for staggered terms. Should a Director cease being a Member during the term of office, the term shall end simultaneously with the termination of Membership. There shall be no

other requirement that restricts a Member's right to run for a position on the Board of Directors. If a Lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this Section 5.5. If the relationship between the entity Member and the Director representing it terminates, that Directorship will be deemed vacant. Directors of the Board of Directors are not subject to term limits.

5.6 Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so appointed shall be a Director until the expiration of the term for which the Director was appointed.

5.7 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the Directors may be removed with or without cause by vote of more than fifty percent (50%) of the Members of the Association. The Board of Directors shall appoint a successor to fill the vacancy thus created and serve out the remaining term. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.8 Election of Directors. Directors shall be elected by majority vote of the Members present in person or by proxy at a meeting with a quorum of Members present. Cumulative voting shall not be permitted. The election to the Board of Directors shall be by written ballot signed by the Member or Member's proxy unless the vote is for an uncontested race for Director. Members or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Restated Declaration. The election officer shall prepare, or cause to be prepared, a written ballot listing in random order the names of the nominees for election. The Board of Directors shall be permitted to adopt such rules and procedures for the use of proxies and their verification prior to the date of the meeting held for the purpose of election of Directors.

5.9 Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected; and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

5.10 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors; but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or text, at least three (3) days prior to the day named for such meeting,

5.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, or by mail, telephone or an email registered with the Association for notice purposes, which notice shall state time, place (as hereinabove provided) and purpose of the meeting.

5.12 Notice of Board of Directors Meeting. Members shall be provided notice of the date, hour, place, matters to potentially be deliberated in executive session, and the general subject of a regular or special Board of Directors meeting. Notice shall be provided in one (1) of the following manners:

(A) Mailed to each Member not later than the tenth (10th) calendar day or earlier than the sixtieth (60th) calendar day before the date of the meeting; or

(B) Provide at least seventy-two (72) hours prior to the start of the meeting by:

(1) Posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice in a conspicuous public location, if not prohibited by law, posting notice on conspicuously located Member's Property with that Member's consent, or posting notice on an Internet website maintained by the Association; and

(2) E-mailing notice to each Member who has a registered e-mail address with the Association. It is the duty of a Member to provide the Association with an updated e-mail address.

5.13 Recess of Board of Directors Meeting. If the Board of Directors recesses a regular or special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting, provided the recess is taken in good faith. If the meeting is continued to the following regular business day, and on that day is continued to another day, the Board of Directors shall provide notice of the continuation within two (2) hours after the continued meeting is adjourned by posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice on conspicuous public location, if not prohibited by law, posting notice on conspicuously located on a Member's Property with that Member's consent, or posting notice on an Internet website maintained by the Association.

5.14 Open Meetings. Regular and special meetings of the Board of Directors are open to Members of the Association, subject to the following provisions:

(A) No audio or video recording of the meeting may be made, except by the Board of Directors or with the Board of Directors' prior, written consent.

(B) Members who are not Directors may not participate in Board of Directors deliberations or discussions, unless expressly authorized to do so by the vote of a majority of a quorum of the Board of Directors.

(C) The Board of Directors may, with the approval of a majority of a quorum, adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorney and order of business of a confidential nature involving a Member and matters to remain confidential at the request of the affected parties and agreement of the Board of Directors. The nature of business to be considered in executive session will first be announced in open session. Following an executive session, any decision made in the closed session shall be summarized orally and placed in the meeting minutes. The oral summary shall be in general terms and shall include a general explanation of expenditures and shall not breach the privacy of individual Members, violate any privilege, or disclose information that is to remain confidential at the request of the

affected parties.

(D) The Board of Directors may prohibit attendance by non-members, including lessees, representatives, proxies, agents, and attorneys of Members.

(E) The Board of Directors may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board of Directors business.

5.15 Compensation. The Board of Directors shall receive no compensation for serving other than, a Director may be reimbursed for any reasonable, actual expenses incurred by the Director on behalf of the Association.

5.16 Procedure. The President, or in the President's absence, the Vice-President shall preside at meetings of the Board of Directors. The Secretary of the Association, or in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors and keep regular minutes of the proceedings. The minutes shall be placed in the minute books of the Association.

5.17 Action without Meeting or Notice. The Board of Directors shall be permitted to take action without a formal meeting with notice as follows:

(A) Subject to the limitations of the Texas Property Code, any action required or permitted to be taken without a meeting may be taken if a consent in writing, setting forth the action so taken, is signed by all the Directors of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minute book. The consent may be in more than one counterpart so long as each Director signs one of the counterparts.

(B) The Board of Directors may meet by any method of communication, including electronic and telephonic meetings, without prior notice to the Members. The Board of Directors may consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board of Directors action. The Board of Directors may take action either pursuant to a verbal vote, provided each Director may hear and be heard by every other Director or by unanimous written consent. Any action taken by the Board of Directors without notice to the Members must be summarized orally, including, but not limited to, actual or estimated expenditures approved, and documented in the written minutes of the immediately subsequent regular or special Board of Directors meeting. The Board of Directors may not, without prior notice to the Members consider or vote on any of the following matters:

- (1) Fines;
- (2) Damage assessments;
- (3) Initiation of foreclosure actions;
- (4) Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (5) Increases in assessments;
- (6) Levying of special assessments;
- (7) Appeals from a denial of Architectural Committee approval;

- (8) Suspension of a right of a particular Member before the Member has an opportunity to attend a regular or special meeting of the Board of Directors to present the Member's position, including any defense, on the issue;
- (9) lending or borrowing money;
- (10) the adoption of amendment(s);
- (11) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- (12) the sale or purchase of real property;
- (13) the filling of a vacancy on the Board of Directors;
- (14) the construction of capital improvement other than the repair, replacement or enhancement of existing capital improvements; or
- (15) the election of an officer.

5.18 Presumption of Assent to Action. A Director who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless the Director's dissent shall be entered in the minutes of the meeting or unless the Director shall file the Director's written dissent to such action with the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.19 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Directors, no notice shall be required and any business may be transacted at such meeting.

5.20 Board of Directors' Quorum. A Director may vote by proxy and any person present at a meeting of the Directors holding such a valid proxy shall be considered to be a present Director. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such reconvention of an adjourned meeting, any business which might have been transacted at the meeting subject to the requirement of a quorum being present, as originally called may be transacted without further notice.

5.21 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish

adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

5.22 Limitation of Director Liability. A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in the capacity as a Director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Section 5.22 shall be prospective only, and shall not adversely affect any limitation of the personal liability of a Director of the Association existing at the time of the repeal or modification. The limitation on the liability of a Director does not eliminate or modify that person's liability to the Association as a Member of the Association.

ARTICLE VI OFFICERS

6.1 Designation. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers as it deems necessary to conduct the business of the Association.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the Directors of the Board of Directors, any officer may be removed, either with or without cause, and the Director's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

6.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as the President may in the President's discretion decide is appropriate to assist in the conduct of the affairs of the Association.

6.5 Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and have the authority and exercise the powers of the President. The Vice President shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

6.6 Secretary. The Secretary shall keep minutes of all meetings of the Board of Directors and minutes of all meetings of the Association; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each Member's name the number or other appropriate designation of the Lot(s) owned by such Member. Such list shall be open to inspection by Members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND MANAGERS

7.1 Definitions. In this Article VII the following terms shall have the designated meaning:

(A) Indemnitee means (i) any present or former director, advisory director or officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a director, officer, trustee, employee, agent, manager (including named employees of any management company) or similar functionary of another foreign or domestic Association, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(B) Official Capacity means (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic association or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(C) Proceeding means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

7.2 Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which the Indemnitee was or is threatened to be named a defendant or respondent, or in which the Indemnitee was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of Indemnitee serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 7.1 (A), if it is determined in accordance with Section 7.4 that the Indemnitee (i) conducted Indemnitee's behavior in good faith, (ii) reasonably believed, in the case of conduct in Indemnitee's Official Capacity, that such conduct was in the Association's best interests and, in all other cases, that such conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that such conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in

connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of Indemnitee's duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 7.2, no indemnification shall be made under this Section 7.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by Indemnitee, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 7.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

7.3 Successful Defense. Without limitation of Section 7.2 and in addition to the indemnification provided for in Section 7.2, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which Indemnitee is a witness or a named defendant or respondent because Indemnitee served in any of the capacities referred to in Section 7.1 (A), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

7.4 Determinations. Any indemnification under Section 7.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a committee elected by a majority vote of all Directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (i) or (ii) of this Section 7.4 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the Directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 7.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

7.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who was or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 7.4, after receipt by the Association of (i) a written

affirmation by such Indemnitee of Indemnitee's good faith belief that Indemnitee has met the standard of conduct necessary for indemnification by the Association under this Article VII and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Association as authorized in this Article VII. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article VII, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with Indemnitee's appearance as a witness or other participation in a Proceeding at a time when Indemnitee is not named a defendant or respondent in the Proceeding.

7.6 Other Indemnification and Insurance. The indemnification provided by this Article VII shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Governing Documents, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in Indemnitee's official capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which such person was an Indemnitee with respect to matters arising during the period such person was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

7.7 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article VII shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

7.8 Construction. The indemnification provided by this Article VII shall be subject to all valid and applicable laws, including, without limitation, Chapter 8, Subchapter C of the Texas Business Organizations Code, and, in the event this Article VII or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article VII shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

7.9 Continuing Offer, Reliance, etc. The provisions of this Article VII, (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Restated Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article VII in becoming, and serving in any of the capacities referred to in Section 7.1 (A) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in the right to enforce the provisions of this Article VII in accordance with its terms by any act or failure to act on the part of the Association.

7.10 Effect of Amendment. No amendment, modification or repeal of this Article VII or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees, under and in accordance with the provisions of this Article VII as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such

amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII OBLIGATIONS OF MEMBER

8.1 Assessments. All Owners shall be obligated to pay to the Association:

(A) Annual assessments or charges; and

(B) Special assessments for capital improvements, to cover over budget or unbudgeted expenditures or to cover extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such interest thereon and cost of collection thereof shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

(C) Specific Assessments.

Each of the above Assessments shall be secured by the lien established by the Restated Declaration.

8.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of administrative expenses of the Association, enforcement of the Governing Documents and for promoting the recreation, health, safety, and welfare of the Members, and such other actions determined by the Board to be in the best interest and benefit of the Members.

ARTICLE IX NONPROFIT

9.1 Not for Profit. This Association is not organized for profit. No Member, Director, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Director of the Board of Directors; provided, however, always: (1) that reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one (1) or more of the purposes of the Association, and (2) that any Director of the Board of Directors may, from time to time, be reimbursed for the Director's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE X GENERAL PROVISIONS

10.1 Amendment. These Restated Bylaws may be amended or restated at a regular or special meeting of the Members by vote of fifty-five percent (55%) of the total number of all Members of the Association.

10.2 Conflict. In the event of any conflict between the terms of the Restated Certificate of Formation of the Association ("Articles") and these Restated Bylaws, the terms of the Articles shall govern and control. In the event of conflict between the provisions of the Restated Declaration for property subject to the jurisdiction of the Association and these Restated Bylaws, the provisions of the Restated Declaration shall govern and control.

**ARTICLE XI
EXECUTION**

11.1 Execution. The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association, either or both of whom may sign.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing First Restated Bylaws were duly approved and adopted by the Board of Directors of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. and by the members present at a Special Called Meeting of Members in person or by proxy and adopted by more than sixty-seven percent (67%) of the members of CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. on the 11th day of September, 2018. The undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing First Restated Bylaws constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Crown Ridge, a subdivision located in Bexar County, Texas, as hereinabove described, including all annexations thereto.

Signed this 19 day of September, 2018.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: 
Name: Carol Lynne Hoffman
Its: President

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, who, being by me duly sworn according to law, stated the following under oath:

“My name is CAROL LYNNE HOFFMAN. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Crown Ridge Townhouse Association, Inc., a Texas non-profit corporation (the “ASSOCIATION”). I am also a custodian of the records for the ASSOCIATION and I have been authorized by the ASSOCIATION’S Board of Directors to sign this Affidavit.

The ASSOCIATION is a property owners’ association as that term is defined in *TEX. PROP. CODE § 202.001*. The ASSOCIATION’S jurisdiction includes, but may not be limited to, the property in Bexar, County, Texas and described as:

That certain subdivision known as Crown Ridge Townhouse Subdivision, being the property identified and referenced in the Declaration of Covenants, Conditions, and Restrictions, recorded in Volume 8391, page 1114 of the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the ASSOCIATION, which instruments have not previously been recorded:

*Crown Ridge Townhouse Association, Inc.
Certificate of Filing of Restated Certificate of Formation*

*First Restated Bylaws of
Crown Ridge Townhouse Association, Inc.*

*First Amended and Restated Declaration of Covenants, Conditions & Restrictions
For Crown Ridge Townhouse Subdivision*

*Email Registration Policy
With Promulgated Email Registration Form*

The documents attached hereto are subject to being supplemented, amended or changed by the ASSOCIATION. Any questions regarding the dedicatory instruments of the ASSOCIATION may be directed to the ASSOCIATION at:

Crown Ridge Townhouse Association, Inc.
6714 Crown Ridge Drive
San Antonio, Texas 78239
Phone: 210-653-4447
Fax: 210-670-7049
Email: crtasatx@gmail.com

SIGNED on this the 13 day of November, 2018.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN
Its: President

ACKNOWLEDGMENT

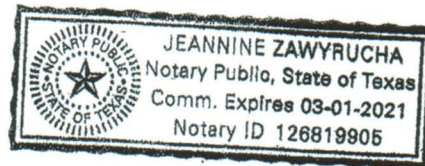
THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, President of the CROWN RIDGE TOWNHOUSE ASSOCIATION, INC. who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

13 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of November, 2018.

Jeannine Zawyrucha
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249



P.O.Box 13697
Austin, Texas 78711-3697



Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.
28887001

The undersigned, as Secretary of State of Texas, hereby certifies that a Restated Certificate of Formation for the above named domestic nonprofit corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 11/05/2018

Effective: 11/05/2018



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

Form 414
(Revised 09/13)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Restated Certificate of
Formation
With New Amendments

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
NOV 05 2018
Corporations Section

Entity Information

The name of the filing entity is:

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 28887001

The date of formation of the filing entity is: April 1, 1971

Statement of Approval

Each new amendment has been made in accordance with the provisions of the Texas Business Organizations Code. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the Code and by the governing documents of the entity.

Required Statements

The restated certificate of formation, which is attached to this form, accurately states the text of the certificate of formation being restated and each amendment to the certificate of formation being restated that is in effect, and as further amended by the restated certificate of formation. The attached restated certificate of formation does not contain any other change in the certificate of formation being restated except for the information permitted to be omitted by the provisions of the Texas Business Organizations Code applicable to the filing entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent in the restated certificate of formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 9/19/2018

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

Name of entity (see Execution Instructions)

Carol Lynne Hoffman
Signature of authorized individual (see instructions)

Carol Lynne Hoffman, President

Printed or typed name of authorized individual

Attach the text of the amended and restated certificate of formation to the completed statement form. Identify the attachment as "Restated Certificate of Formation of [Name of Entity]."

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

Document Number: 20180222981
Recorded Date: November 13, 2018
Recorded Time: 12:09 PM
Total Pages: 53
Total Fees: \$230.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

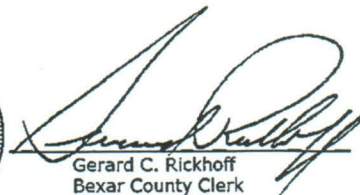
**** Do Not Remove ****

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: 11/13/2018 12:09 PM




Gerard C. Rickhoff
Bexar County Clerk