

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) Indemnatee 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, arbitative 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 Indemnatee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnatee in connection with any Proceeding in which the Indemnatee was or is threatened to be named a defendant or respondent, or in which the Indemnatee was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of Indemnatee 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 Indemnatee (i) conducted Indemnatee's behavior in good faith, (ii) reasonably believed, in the case of conduct in Indemnatee'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 Indemnatee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnatee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnatee in

connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnatee shall have been found liable for willful or intentional misconduct in the performance of Indemnatee'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 Indemnatee shall have been (i) found liable on the basis that personal benefit was improperly received by Indemnatee, whether or not the benefit resulted from an action taken in the Indemnatee'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 Indemnatee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 7.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee 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 Indemnatee.

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 Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which Indemnatee is a witness or a named defendant or respondent because Indemnatee 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 Indemnatee is proper in the circumstances because the Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee of Indemnatee's good faith belief that Indemnatee 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 Indemnatee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that Indemnatee 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 Indemnatee 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 Indemnatee in connection with Indemnatee's appearance as a witness or other participation in a Proceeding at a time when Indemnatee 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 Indemnatee, both as to action in Indemnatee'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 Indemnatee 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 Indemnatee 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 Indemnatee 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 Indemnatee, 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 Indemnatee 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 Indemnatee 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: Carol Lynne Hoffman
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

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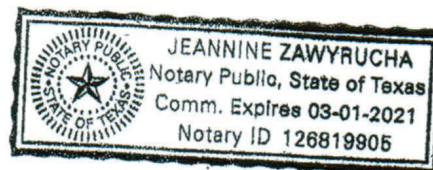
COUNTY OF BEXAR

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.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> 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