

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: Jane Ames, President
210-653-4447

Barbara Smith-Townsend – Maintenance & VP

Office – Cindy Wojtaszek
Hours are posted on the office door.
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.

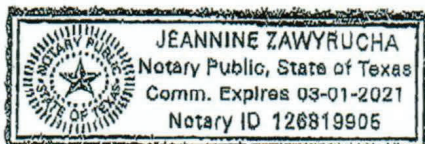
By:

Carol Lynne Hoffman
CAROL LYNNE HOFFMAN, President

STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL 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

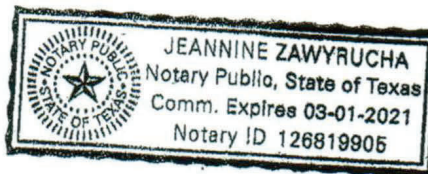
BEFORE ME, the undersigned authority, on this day personally appeared CAROL LYNNE HOFFMAN, President of the **CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.** who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained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

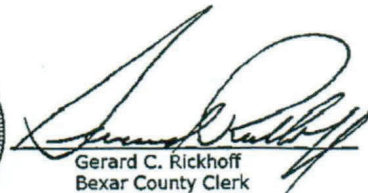
**** Do Not Remove ****

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

**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