



## NOTICE OF FILING OF DEDICATORY INSTRUMENTS ROYAL RIDGE TOWN HOMES ASSOCIATION, INC.

STATE OF TEXAS §

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR \$

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR Royal Ridge Town Homes Association, Inc. is made on this Association day of Leblus 2014 by Royal Ridge Town Homes Association, Inc. (the "Association").

#### WITNESSETH:

WHEREAS, the Windcrest Development Corporation prepared and recorded an instrument entitled *Declaration of Covenants Conditions and Restrictions for Royal Ridge, Unit VII* recorded on May 17, 1979 in *Volume 1542, Page 711, Vol. 1648, Page 179 and Vol. 4936, Page 871-874* of the Deed Records of *Bexar* County, Texas (the "Declaration") and any amendments or additions thereto;

WHEREAS, the Association is the Property Owners Association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on <a href="Exhibit "A" attached hereto and incorporated herein by reference;">Exhibit "A"</a> attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of *Bexar* County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as <u>Exhibit "B"</u> are true and correct copies of the originals and are hereby filed of record in the real property records of *Bexar*, County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code. Each was approved and adopted by the Association's Board on the 28th day of October, 2014.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its President as of the above date.

Royal Ridge Town Homes Association, Inc., A Texas Corporation

By:

Jack Stephens, President

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Jack Stephens, President of Royal Ridge Town Homes Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this the \_\_\_\_\_ day of October, 2014.

SUE HASSELL
Notary Public
State of Texas
My Comm. Expires 08-26-2018

Notary Public, State of Texas My Commission Expires:

#### EXHIBIT "A"

## PROPERTY DESCRIPTION FOR Royal Ridge Town Homes Association, Inc.

The Royal Ridge Town Homes Association, Inc. consists of certain property in the City of San Antonio, County of Bexar, State of Texas, known and described as Royal Ridge Unit VII Townhouses, a subdivision of 13.787 acres out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, including all parts thereof platted for dedication to public use or for use as easements for specific purposes, said plat being of record in Volume 8500, page 205, Deed and Plat Records of Bexar County, Texas, and any other additions which are subsequently annexed thereto and made subject to the authority of the Association.

#### EXHIBIT "B"

## RECORD OF DEDICATORY INSTRUMENTS FOR ROYAL RIDGE TOWN HOMES ASSOCIATION, INC. PURSUANT TO PROPERTY CODE §202.006

Payment Plan Policy
Document Retention Policy
Records Production and Copying Policy
Amended and Restated Bylaws

## ROYAL RIDGE TOWN HOMES ASSOCIATION, INC. PAYMENT PLAN POLICY

The Board of Directors of Royal Ridge Town Homes Association, Inc. has duly adopted the following *Payment Plan Policy*.

- 1. Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
- 2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
- 3. All Payment Plans must be in writing on the form provided by the Association and executed by the Owner.
- 4. The Payment Plan becomes effective and is designated as active upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
- 5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
  - a. Total balance up to 2 times annual assessment ... up to 6 months
  - b. Total balance up to 3 times annual assessment ... up to 12 months
  - c. Total balance greater than 3 times annual assessment ... up to 18 months
- 6. On a case-by-case basis, upon request of the owner and concurrence of the Board, the Owner and the Board can agree to more than one payment plan to assist the owner in paying the amount that is owed.
- 7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- 8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

- 9. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. does not make up a payment if notified by the Association of a missed payment as a courtesy; or
  - d. makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
  - e. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
- 10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
- 11. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- 12 The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of BEXAR County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

## ROYAL RIDGE TOWN HOMES ASSOCIATION, INC. DOCUMENT RETENTION POLICY

The Board of Directors of Royal Ridge Town Homes Association, Inc. has duly adopted the following *Document Retention Policy*.

- 1. Association Documents may be maintained in paper format or in an electronic format which can be readily transferred to paper.
- 2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2014 financial statements shall be retained until .July 31, 2021); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2014 will be retained until 08/15/2019 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2014 and not extended by amendment must be retained until 06/30/2018); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2014 board meeting must be retained until 07/20/2021); and
  - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2014 shall be retained until 12/31/2021); and
  - h. decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related

matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2014 must be retained until 10/31/2021).

- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

## ROYAL RIDGE TOWN HOMES ASSOCIATION, INC. RECORDS PRODUCTION AND COPYING POLICY

The Board of Directors of Royal Ridge Town Homes Association, Inc. has duly adopted the following *Records Production and Copying Policy*.

- 1. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
- 2. An owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) format: electronic files, compact disk or paper copies
    - (2) delivery method: email, certified mail or pick-up
- 3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
  - b. the requested Records if any required advance payment had been made; or
  - c. a written notice that the requested Records are available for delivery once a specific required payment is made; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
- 4. The following Association Records are <u>not</u> available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and

- c. personal information, including contact information other than address for an individual owner; and
- d. attorney files and records in the possession of the attorney; and
- e. attorney-client privileged information in the possession of the Association.

The information in a, b, and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

- 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such cop1es.
- 6. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
- 7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
  - a. black and white 8 1/2"x 11" single sided copies ... \$0.25 each
  - b. black and white 8 ½"x 11" double sided copies ... \$0.30 each
  - c. color 8 ½"x 11" single sided copies ... \$0.70 each
  - d. color 8 ½ " x 11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
- 8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
- 9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30)

- days after the date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
- 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
- 11. All costs associated with fulfilling the request under this policy will be paid by the Association's Managing Agent. All fees paid to the Association under this policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of BEXAR County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

# AMENDED AND RESTATED BYLAWS OF ROYAL RIDGE TOWN HOMES ASSOCIATION, INC.

#### ARTICLE I

The name of the corporation is ROYAL RIDGE TOWN HOMES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be the residence of the president, currently Jack Stephens, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors. These bylaws completely supersede and replace all previous versions of the Corporation's bylaws.

## ARTICLE II DEFINITIONS

- Section 1. "Association" shall mean and refer to Royal Ridge Town Homes Association, Inc., its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions.
- Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
- Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the 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.
- Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Clerk, Bexar County, Texas.
- Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

## ARTICLE III MEETING OF MEMBERS

Section 1. <u>Annual Meeting</u>. Regular meetings of the members shall be held annually as prescribed by the Board of Directors.

- Section 2. <u>Special Meetings</u>. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the members who are entitled to vote.
- Section 3. <u>Notice of Meetings</u>. Written notice of each meeting of the members shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- Section 5. <u>Proxies</u>. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

- Section 1. <u>Number</u>. The affairs of this Association shall be managed by a Board of at least three (3) Directors who shall receive no compensation, but need not be members of the Association.
- Section 2. <u>Term of Office</u>. At the annual meeting the members shall affirm the current directors for a term of one year, or nominate candidates to replace current directors.
- Section 3. <u>Removal</u>. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- Section 4. <u>Compensation</u>. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- Section 5. <u>Action Taken Without a Meeting</u>. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. <u>Nomination</u>. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members.

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

#### ARTICLE VI MEETINGS OF DIRECTORS

Section 1. <u>Regular Meetings</u>. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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

Section 3. <u>Quorum</u>. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

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

Section 1. <u>Powers</u>. The Board of Directors shall have the power to:

- (a) suspend the voting rights of a member during any period in which such member shall be in default in payment of the assessment levied by the Association;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) to authorize the President of the Association to enter into one or more maintenance agreements with third parties in order to facilitate efficient up-keep and repair of the building exterior surfaces and yards as required by the Declaration. The terms of said maintenance agreements shall be as determined by the Board of Directors to be in the best interests of the Corporation, and shall be subject in all respects to the Articles of Incorporation, these Bylaws and the Declaration.

#### Section 2. <u>Duties</u>. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed
  - (c) as more fully provided in the Declaration, to:
  - (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (ii) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
  - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
  - (iv) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - (v) procure and maintain adequate liability and hazard insurance on property owned by the Association;
  - (vi) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (vii) cause the alleys to be maintained;
- (viii) cause the exterior of the dwellings to be maintained.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. <u>Enumeration of Officers</u>. At the first meeting of the Board, the officers of this Association shall be elected as follows: a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create. Election of officers shall be annually, by the Board, unless an officer shall sooner resign or be removed.

#### Section 2. Duties. The duties of the officers are as follows:

<u>President</u>: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall sign checks and promissory notes when necessary.

<u>Vice- President</u>: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

<u>Secretary</u>: The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such of his or her duties as required by the Board.

<u>Treasurer</u>: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association when necessary; keep proper books of account; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and make copies available to each member at the meeting.

Section 3. <u>Resignation and Removal</u>. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces. Vacancies may be filled at any time by action of the Board.

Section 5. <u>Multiple Offices</u>. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

## ARTICLE IX COMMITEES

The Board shall appoint an Architectural Control Committee, when necessary, as provided in the Declaration and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member according to the Records Production and Copying Policy. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association according to the Document Retention Policy.

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is personally obligated to pay to the Association the annual and specific assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shell bear interest from the date of delinquency at the rate of six percent (6%) per annum, 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 assessment. No owner may waive or otherwise escape personal liability for the assessments provided for herein by abandonment of his Lot, nor by any other means. Payment plans are available according to the Payment Plan Policy.

#### ARTICLE XII CORPORATE SEAL

The Association shall have no corporate seal.

## ARTICLE XIII AMENDMENTS

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

Section 2. In the case of any conflict between, the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

## ARTICLE XIV MISCELLANEOUS

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

The undersigned, being the duly elected and qualified secretary of the Corporation, hereby certifies that the foregoing Amended and Restated Bylaws of the Corporation were duly approved by the Board of Directors of the Corporation effective the 28th day of October, 2014, and were adopted by a vote of a majority of a quorum of the members of the Corporation effective the 28th day of October, 2014.

Secretary

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 29 2014

COUNTY CLERK BEXAR COUNTY, TEXAS