

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

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

WITNESSETH:

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

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

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

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

THENCE with the following calls:

South 47° 35' 52" West 110.00 feet to a point;
South 42° 24' 08" East 659.51 feet to a point;
South 38° 07' 52" West 889.95 feet to a point;
South 29° 08' 10" West 60.00 feet to a point;
North 60° 51' 50" West 315.01 feet to the PC of a curve to the right, said curve having a delta angle of 108° 27' 42" and a radius of 455.00 feet;

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

THENCE with the following calls:

North 47° 35' 52" East 95.92 feet to a point;
North 44° 56' 22" East 280.30 feet to a point;

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

structures located in the Crownridge Townhouse Subdivision.

ARTICLE II PROPERTY RIGHTS

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

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

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

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

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

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

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

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lot.

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

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

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

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

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

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

ARTICLE V ARCHITECTURAL CONTROL

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

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

ARTICLE VI PARTY WALLS

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

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

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

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

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

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

ARTICLE VII EXTERIOR MAINTENANCE

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

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

ARTICLE VIII USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX EASEMENTS

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

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

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

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

9.4 Underground Electric Service:

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

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

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

**ARTICLE X
GENERAL PROVISIONS**

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

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

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

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

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

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

CERTIFICATE OF OFFICER

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

Signed this 19 day of Sept, 2018.

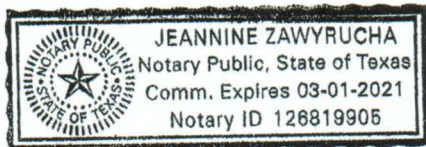
CROWN RIDGE TOWNHOUSE ASSOCIATION,
INC.

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

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



Jeannine Zawyrucha
Notary Public, State of Texas

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS

§

§

COUNTY OF BEXAR

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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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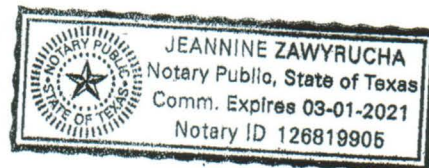
COUNTY OF BEXAR

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 "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 ****

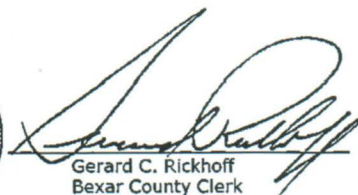
**** Do Not Remove ****

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