



Statement of Policies

November 21, 2017

6714 Crown Ridge Drive, San Antonio, Texas 78239
Phone 210-653-4447 fax 210-67-0-7049
crtatx@satx.rr.com

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.
STATEMENT OF POLICIES

This Statement of Policies ("Statement of Policies") of the **Crown Ridge Townhouse Association, Inc.** (the "Association") was duly adopted on the 21 day of November, 2017, setting forth certain policies of the Association in connection with the management of the Association and the property known as Crown Ridge Townhouse Subdivision ("Crown Ridge") subject to the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 6509, Page 388 of the Official Public Records of Real Property of Bexar County, Texas ("Declaration"), the Bylaws of the Association and all policies, rules and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Statement of Policies for the purposes stated herein is in compliance with the Texas Property Code § 202.006 (*see Appendix "A"*) requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Statement of Policies shall become effective as of the date the Statement of Policies is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

I.
COLLECTON AND PAYMENT POLICY

This Collection and Payment Policy ("Collection and Payment Policy") is adopted under the requirements of the Texas Property Code § 209.0062 (*see Appendix "A"*) for the adoption of an alternative payment schedule by which a Member may make partial payments to the Association for Assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted Collection Policies are of no further force or effect.

1. Due Date of Assessments

A. Annual Assessments: Annual Assessments shall be due and payable on the first (1st) day of January of each year and shall be collected on a monthly basis on the first (1st) day of each successive month of each year until amended by the Board of Directors. The monthly payment shall be due and payable within ten (10) days of the due date ("Due Date"). If not paid, a delinquent account shall commence on the first ((1st) day of the month following the Due Date the accrual of late fees, interest and administrative fees, as permitted by the Governing Documents of the Association.

B. Special Assessments: Special Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

C. Specific Assessments: Specific Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

D. Receipt of Billing: It is the duty and obligation of each Member to notify the Association by 15th of the month in which the Assessment is due if no bill is received. It shall be no defense to the Member's obligation to pay any amount due because of the Member not receiving a bill.

2. Account Fees

A. Interest: Any account balance not paid within ten (10) days of the specified Due Date ("Delinquent Account"), including all collection costs, penalties, fees and expenses, including reasonable attorney's fees shall bear interest at the lesser of: (a) ten percent (10%) per annum or (b) the maximum rate of interest allowed by law and shall be assessed a late fee of ten percent (10%) of the payment due on a monthly basis so long as the account remains delinquent.

B. Lien and Filing Fees: Any Delinquent Account for which an affidavit of non-payment is filed, the Member shall be charged the costs incurred by the Association for preparing and filing in the county records.

C. Return Payment Fee: If a Member's payment is returned and/or dishonored for any reason, the Member will be charged the lesser of \$30.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

D. Costs: All collection costs, administrative fees and expenses, including reasonable attorney's fees shall be charged to the account of the delinquent Member.

E. Administrative Fees: If the delinquent Member requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Member shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All Assessments, interest, charges, fees and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts or enforcing the Declaration, Bylaws, rules, regulations and/or policies of the Association, payable by a Member shall be a charge on a Member's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the Texas Property Code.

4. Account Information. It is the sole responsibility and obligation of the Member to provide the Association current billing information. If no information is provided, it shall be the presumption the billing address is the Property address of the Lot for which the Assessment is due. Otherwise, the Association shall use the Member's last known mailing address as reflected in the records of the Association.

5. Third Party Collection Costs. A delinquent Member shall be held liable for fees of a collection agent retained by the Association provided the Association complies with Texas

Property Code § 209.0064 (*see Appendix "A"*), as amended, and provides written notice to the Member by certified mail, return receipt requested, at Member's address on record with the Association that:

A. Specifies each delinquent amount and the total amount of the payment required to make the account current;

B. Describes the options the Member has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and

C. Provides a period of at least thirty (30) days for the Member to cure the delinquency before further collection action is taken.

D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Member if the delinquency continues after a certain date.

6. Priority of Payments.

A. Except as provided by 6(B), payment received by the Association from a Member shall be applied to the Member's debt in the following order of priority:

(i) Any delinquent Assessment;

(ii) Any current Assessment;

(iii) Any attorney's fees or third party collection costs incurred by Association associated solely with the Assessments or any other charge that could provide the basis for foreclosure;

(iv) Any attorney's fees incurred by the Association that are not subject to 6(iii);

(v) Any fines assessed by the Association; and

(vi) Any other amount owed to Association.

B. If, at the time the Association receives a payment from a Member, the Member is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified by Paragraph A above.

7. Delinquency Notification. The Association may cause to be sent the following notification(s) to delinquent Members:

A. Past Due Notice. In the event that any Assessment Payment balance remains unpaid ten (10) days from the due date the account will be considered delinquent and a Past Due Notice may be sent via regular mail to each Member with a Delinquent Account setting forth all Assessments, interest and other amounts due. The Past Due Notice will contain a statement that the entire remaining unpaid balance of the Assessment is due and that the Member is entitled to a Payment Plan as required by the Texas Property Code. **In the event a Member chooses to enter a Payment Plan with the Association prior to turning the file to a third party collection firm, a charge of \$10.00 dollars per month will be added to each delinquent Member's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third party collection firm.**

B. Final Notice. In the event the entire Assessment is not paid in full within thirty (30) days of a Past Due Notice, or there is a default on the Payment Plan, where an Assessment account balance remains unpaid sixty (60) days or later from the due date, a Final Notice may be sent via certified mail, return receipt requested, to each delinquent Member. The Final Notice will set forth the following information and results of failure to pay, including an explanation of:

- (i) Amounts Due: All delinquent Assessments and the total amount of the payment required to make the account current, interest and other amounts due;
- (ii) Hearing: If the Board of Directors elects to suspend a Member's rights or privileges, prior to doing so, Members shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Member is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days from the Member's receipt of the Final Notice;

If a hearing is requested within thirty (30) days from receipt of the Final Notice, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Member's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

- (iii) Referral of Account: Advise that in the event the Delinquent Account is not paid in accordance with the demand, the Delinquent Account will be referred to an attorney and all collection costs will be charged to the delinquent Member's account.

8. Referral of Account to Association Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary, in consultation with the Board of Directors, including but not limited to: sending demand letters, filing a lawsuit against the delinquent Member for a monetary judgment and foreclosure, instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration, and to exercise the power of sale thereby granted, if applicable, such foreclosure shall be accomplished pursuant to the requirements of Texas Property Code § 209.0092 (*see Appendix "A"*) by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by Tex. R. Civ. P. 735.3 (*see Appendix "A"*) which provides "any lien that may be foreclosed using Rule 736 (*see Appendix "A"*) procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure".

9. Bankruptcies. Upon receipt of any notice of a bankruptcy of a Member, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. Payment Plan Guidelines. The Association's payment plan guidelines ("Payment Plan") are as follows:

A. Unless otherwise ineligible as hereinafter stated, prior to any account being turned over to an attorney or third party collection agent for collection, a Member shall be permitted to make payments to the Association for delinquent regular or special Assessments or any other amount owed to the Association.

B. The minimum term of a Payment Plan offered by the Association shall be three (3) months. The Association will consider specific facts and circumstances for each delinquent Member and may extend the Payment Plan for a longer period not to exceed twelve (12) months.

C. All requests for a Payment Plan must be submitted by the delinquent Member in writing and in a form provided by the Association.

D. So long as the Member is paying under and in accordance with the Payment Plan, no additional monetary penalties shall accrue other than permitted monthly administrative fees as provided for herein.

- E. The Payment Plan becomes effective upon the Association's receipt of
- (i) a Payment Plan prepared by the Association and signed by all titled Members;
 - (ii) the first payment is delivered in accordance with the Payment Plan; and
 - (iii) the Payment Plan is signed by the Association or its designated representative.

- F. The Payment Plan is voided automatically without notice if the Member
- (i) fails to return an executed Payment Plan and the initial payment;
 - (ii) fails to timely make any of the scheduled payments;
 - (iii) tenders a payment for less than the amount agreed upon in the Payment Plan; or
 - (iv) has any tendered payment dishonored for any reason.

G. The Association shall have no obligation to enter into a Payment Plan with a Member for a period of two (2) years after a Member has failed to comply with the terms of a previous Payment Plan.

H. All new Assessments which accrue during the period of a Payment Plan shall be included in the total amount to be paid by the Member according to the Payment Plan.

11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Members and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Member fails to pay their Delinquent Account after the file is forwarded to an attorney, suit is to be filed for collection of all amounts due and which accrue, including reasonable attorneys' fees, and for the foreclosure of the lien against the Member's Property for amounts permitted by law.

II. RECORDS RETENTION AND DESTRUCTION POLICY

This Records Retention and Destruction Policy ("Records Retention and Destruction Policy") is adopted under the requirements of Texas Property Code §209.005 (m) (*see Appendix "A"*) for the adoption of a Records Retention and Destruction Policy that sets forth the schedule for retention and destruction of Association Records.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in Texas Property Code §209.005 (m) (*see Appendix "A"*).

2. Applicability of Policy. This Records Retention and Destruction Policy shall establish the periods for retention of Records by the Association and its Policy for the destruction of the Records after the lapse of the periods hereinafter stated. The Records of the Association existing from and after the date of adoption of this Records Retention and Destruction Policy, shall be subject to retention and/or destruction as established by this Records Retention and Destruction Policy. All Records of the Association existing prior to the effective date of this Records Retention and Destruction Policy which are available to the Association as of the effective date of this Records Retention and Destruction Policy shall be subject to retention and/or destruction as established by this Records Retention and Destruction Policy. Any Records that do not have a records retention schedule stated herein may be destroyed and/or discarded at any time.

3. Storage of Documents. Records of the Association may be stored in paper and/or electronic form. All Records to be retained by the Association will be stored in a safe, secure and reasonably accessible manner. Records which are essential to the day-to-day operation of the Association will be duplicated or backed up regularly and maintained in a location other than the principal office of the Association. The Association shall be responsible for maintaining the Records for the Association and complying with this Records Retention and Destruction Policy.

4. Legal Files and Records. If at any time the Association is involved in litigation or it reasonably anticipates it will be involved in litigation in the future, legal counsel shall be consulted to determine the retention period of any Records which are or may be related to such litigation or which may otherwise be identified by legal counsel.

5. Records Retention Schedule. Records which are not listed on the following schedule but are substantially similar to those listed will be retained for the appropriate period of time.

Governing Documents	Records Retention Schedule
Declarations, Covenants, Conditions and Restrictions and all amendments	Permanent
Bylaws and all amendments	Permanent
Articles of Incorporation, Certificate of Formation and all amendments	Permanent
Policies and all amendments	Permanent
Corporate Documents	Records Retention Schedule
Board Meeting Minutes	Current year + 7
Membership Meeting Minutes	Current year + 7

Proxies and Voting Records	Current year + 7
Committee Meeting Minutes	Current year + 7
Personnel Records (if any)	7 years after separation of employment
Architectural Records	Records Retention Schedule
AC Applications, Approved or Denied	Permanent
AC Variances, Approved or Denied	Permanent
Financial Documents	Records Retention Schedule
General Ledgers and Journals	Current year + 7
Year End Financial Statements	Current year + 7
Tax Returns	Current year + 7
Audit Reports	Current year + 7
Depreciable Schedules/Capital Inventory Plan	Current year + 7
Accounts Payable/Accounts Receivable Ledgers	Current year + 7
Expense Records	Current year + 7
Canceled Checks	Current year + 7
Electronic Payment Records	Current year + 7
Purchase Orders and Vendor Invoices	Current year + 7
Bank Statements	Current year + 7
Deposit Slips	Current year + 7
Budgets	Current year + 7
Petty Cash Vouchers	Current year + 7
Owners Account Records (Billing Statements, Letters, Payment Plan)	Records Retention Schedule
Account Records of Current Owners	Current year + 5
Account Records of Prior Owners	1 year after property sold
Contracts/Insurance/Legal	Records Retention Schedule
Contracts - Active	Current Version
Contracts - Expired	Current year + 4
Insurance Policies - Active	Current Version
Insurance Policies - Expired	Current year + 7
Insurance Records	Current year + 7
Settled Insurance Claims	Current year + 7
Legal Actions - Active	As instructed by legal counsel
Legal Actions – Completed or Resolved	4 years after completion or resolution of legal action or as otherwise instructed by legal counsel
Attorney Legal Opinions	Permanent

6. Destruction of Records. At the end of the retention period, Records are no longer considered Association Records and are subject to destruction. The Association will be responsible for the destruction of such Records. The destruction of paper Records can be accomplished by shredding or incinerating. Destruction of electronic Records can be accomplished by deleting or otherwise destroying the electronic files.

Before destruction of any Records, the Board of Directors must be notified in writing of the Records proposed to be destroyed in accordance with the Records retention schedule. The Board will review the information to ensure that items proposed for destruction comply with the Records retention schedule. Should any Records proposed for destruction include any Records related to legal actions, legal counsel will be consulted prior to any such destruction. If the Board or attorney indicates a Record should not be destroyed, then the Board or attorney will notify the Board of Directors that it should not be destroyed, the reason why, and the time period that the subjected Records shall be held beyond the Records retention period.

III. RECORDS PRODUCTION AND COPYING POLICY

This Records Production and Copying Policy ("Records Production and Copying Policy") is adopted under the requirements of Texas Property Code §209.005 (i) (*see Appendix "A"*) for the adoption of a records production and copying policy that prescribes the costs the Association will charge for the compilation, production and reproduction of Records requested pursuant to the provisions of Texas Property Code §209.005 (*see Appendix "A"*) by an Owner or Owner's authorized representative for inspection of the Association Records.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in Texas Property Code §209.005 (*see Appendix "A"*).

2. Right to Inspect. The Records of the Association shall be open to and reasonably available for examination by the titled Owner of a Lot or property located within the boundaries of Crown Ridge or a person designated in a writing signed by the Owner as the Owner's agent, attorney or certified public accountant ("Agent").

3. Procedure. The Association shall make the Records available for examining and/or copying provided that:

A. The Owner or Agent must submit a written request for access or information from the Association's Records by certified mail, with sufficient detail describing the Association Records requested, to the mailing address of the Association or its authorized representative as reflected on the most current management certificate filed of record in the Bexar County Official Public Records.

B. The written request must contain an election either to inspect the Records before obtaining copies or to have the Association forward copies of the requested Records and:

- (i) If an inspection is requested, the Association on or before the tenth (10th) business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner or Agent may inspect the requested Records to the extent those Records are in the possession, custody, or control of the Association; or
- (ii) If copies of identified Records are requested, the Association shall, to the extent those Records are in the possession, custody, or control of the Association, produce the requested Records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request, except as otherwise provided in paragraph (C) below.

C. If the Association is unable to produce the Records requested under such written request on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requestor written notice that:

- (i) Informs the requestor that the Association is unable to produce the Records on or before the tenth (10th) business day after the date the Association received the request; and
- (ii) States a date by which the Records will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date of the notice provided by the Association to the requestor under this section.

D. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during the Normal Business Hours of the Association or its management company, and during such inspection the requesting party shall identify the Records for the Association to copy and forward to the requesting party. Copies of the identified Records shall be forwarded to the requesting party on or before the tenth (10th) Business Day after the date of the inspection. For the purposes herein:

- (i) "Normal Business Hours" shall refer to hours of operation of the Association and/or its management company between the hours of 9:00 a.m. and 5:00 p.m. Monday through Thursday and between 9:00 a.m. and noon on Friday, excluding state and federal holidays and such other days as may be scheduled for closure by the Association and/or its management company.
- (ii) "Business Day" shall refer to a day other than a Saturday, Sunday or a state or federal holiday.

4. Records Format. The Association may produce copies of the Records requested in hard copy, electronic or other format reasonably available to the Association.

5. Exclusions. The following files, documents and Records shall NOT be available for examination and/or copying:

A. Attorney's files and records, excluding invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs which are properly requested under Texas Property Code §209.008(d) (*see Appendix "A"*). If a document in an attorney's files and records would be responsive to a legally authorized request for inspection or copying and it is not otherwise excluded hereunder, the document will be produced by using the copy from the attorney's files and Records if the Association has not maintained a separate copy of the document.

B. Attorney-Client privileged documents and Records, unless the Association decides to disclose such communications at an open meeting.

C. Any documents or Records that constitutes attorney work product.

D. Any documents or Records that are beyond the Association Records retention period.

E. Except as hereafter provided and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any records that identify the Governing Document violation history of an individual Owner, an Owner's personal financial information, including Records of payment or nonpayment of amounts due the Association, an Owner's contact information, other than the Owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Property Owner. The Records otherwise excluded under this paragraph (E) shall be released or made available for inspection if:

(i) The express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or

(ii) A court orders the release of the Records or orders that the Records be made available for inspection.

6. Fees and Costs. An Owner is responsible for costs related to the compilation, production, and reproduction of requested Records. The Policy for the charging of fees and costs as set forth herein is subject to periodic reevaluation and update. The fees and costs shall not exceed those that are permitted pursuant to 1 Tex. Admin. Code §70.3 (*see Appendix "A"*). The fees and costs shall initially be set as follows:

A. Copy charges

- (i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.
- (ii) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (a) Rewritable CD (CD-RW)--\$1.00;
 - (b) Non-rewritable CD (CD-R)--\$1.00;
 - (c) Digital video disc (DVD)--\$3.00;
 - (d) USB drive--actual cost;
 - (e) Audio cassette--\$1.00;
 - (f) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$0.50; and
 - (g) Specialty paper (e.g., mylar, blueprint, blueline, map, photographic--actual cost.

B. Labor charges for locating, compiling, manipulating data, and reproducing information.

- (i) The charge for labor costs incurred in processing a request is Fifteen and 00/100 Dollars (\$15.00) an hour for each person working on the request. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- (ii) A labor charge shall not be billed in connection with complying with requests that are for fifty (50) or fewer pages of paper records, unless the documents to be copied are located in two or more separate buildings that are not physically connected with each other or a remote storage facility.
- (iii) Overhead charge shall be computed at twenty percent (20%) of the total labor costs charged to an Owner for producing the requested Records.
- (iv) Remote document retrieval charges.
- (v) The charge for labor costs incurred in retrieving a document is Fifteen and 00/100 Dollars (\$15.00) an hour if performed by the Association.

- (vi) There is no charge for the private company retrievals, but if after delivery to the Association offices, the boxes must still be searched for records that are responsive to the request, a labor charge of Fifteen and 00/100 Dollars (\$15.00) an hour will be charged.

C. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

D. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Owner.

E. If the Association accepts payment by credit card for copies of information and is charged a "transaction fee" by the credit card company, then the Association may recover that fee.

F. For any fee or cost incurred by the Association that may not be identified above, the Association shall charge the permitted amount as set forth in 1 Tex. Admin. Code §70.3 (*see Appendix "A"*), as amended.

7. Deposit and Billing. If the Owner or Agent wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the thirtieth (30th) business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, then the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the day the date the invoice is sent to the Owner.

8. Third Party Observation. In addition to management company personnel, the Association reserves the right to have a Board Member or other third person present to observe during any inspection of Records by an Owner.

9. Original Documents. No Owner shall remove any original file, document or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original file, document or record of the Association.

10. Creation of Records. Nothing contained in this Records Production and Copying Policy shall be construed to require the Association to create Records, reports or documents that do not exist or compile Records in a particular format or order. This includes, but not limited to, any requests for the conversion of non-electronic documents into electronic.

IV.
SOLAR ENERGY DEVICES POLICY

This Solar Energy Devices Policy ("Solar Energy Devices Policy") is adopted under the requirements of Texas Property Code § 202.010 (*see Appendix "A"*) for the adoption of a Solar Energy Devices Policy that sets forth the limitations and requirements for the installation and maintenance of Solar Energy Devices and for the regulation of use of Solar Energy Devices by an Owner on the Owner's Lot located within the boundaries of Crown Ridge, San Antonio, Bexar County, Texas.

The Policy for use of Solar Energy Devices within Crown Ridge is as follows:

1. Definitions. For the purposes herein:

A. "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

B. "Lot" means and refer to any plot of land shown upon any recorded subdivision plat of Crown Ridge with the exception Common Areas. A Crown Ridge Lot is limited to the footprint of the main dwelling foundation.

2. Approved Locations. Subject to the following requirements, an Owner or resident shall be allowed to place on Owner's or resident's Lot Solar Energy Devices:

A. on the roof of a main residential dwelling,

B. on the roof of another structure allowed under a Governing Document applicable to the Lot if the structure is determined to be capable of support;

C. on the roof of any other structure capable of supporting the Devices that has been approved by the Association's Architectural Committee, in its sole discretion;

D. any other location approved by the Architectural Committee, in its sole discretion.

E. All other locations are prohibited.

If the Solar Energy Devices are mounted on a roof, the Solar Energy Devices shall:

A. have no portion of the Solar Energy Device higher than the roof section to which it is attached;

B. have no portion of the Solar Energy Device extend beyond the perimeter boundary of the roof section to which it is attached;

C. conform to the slope of the roof;

D. be aligned so the top edge of the Solar Energy Device is parallel to the roof ridge line for the roof section to which it is attached;

E. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and

F. be located in a position on the roof which is least visible from any street or Common Area, so long as such location does not reduce estimated annual energy production more than ten percent (10%) over alternative roof locations (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).

G. be removed by Owner to allow access to the roof for roof repair or replacement and shall not interfere with maintenance of air conditioning or other equipment maintained by Association.

H. Owner shall be responsible for any and all damages caused to the roof or other property, interior or exterior, by the installation of the solar device. The determination of damages caused shall be in the sole discretion of the Board of Directors or Architectural Committee.

I. the installation of the solar devices shall be subject to inspection by the Board of Directors or the Architectural Committee during and after installation and Owner shall make any corrections, modifications or repairs if requested by the Board of Directors or the Architectural Committee.

3. Installation and Maintenance. All Solar Energy Devices:

A. must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. All necessary permits must be obtained prior to the installation; and

B. the Solar Energy Device must be maintained in good operation and repair. Unused or inoperable solar devices must be removed.

4. Prior Submittal. No Solar Energy Device may be installed without the prior approval of the Association. Any Owner or resident desiring to install a Solar Energy Device must submit a written request to the Architectural Committee for approval. Submittal forms can be obtained from the Association or if applicable, the management company under the most current management certificate filed of record in the Official Records of Bexar County, Texas.

Failure to submit may result in the Owner or resident having to modify, relocate or remove the unapproved Solar Energy Device.

The Architectural Committee may withhold approval if the Owner or resident does not comply with the requirements of this Solar Energy Devices Policy or otherwise comply with Texas Property Code 202.010 (*see Appendix "A"*); as it may be amended, restated or replaced from time to time, or if the Architectural Committee determines in writing that placement of the device as proposed by the Property Owner or resident constitutes a condition that substantially interferes with the use and enjoyment by the neighbors of their Lot by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The requesting Owner or resident may provide the written approval of the proposed placement of the device by all Property Owners of adjoining Lots to the requesting Owner's or resident's Lot, which written consent shall constitute prima facie evidence that such a condition does not exist.

5. Prohibited Installation. Installation of Solar Energy Devices may be prohibited:
 - A. by the declarant of a Subdivision during the Development Period; or
 - B. by the Architectural Committee if the Solar Energy Device has been adjudicated by a court:
 - (i) to threaten the public health or safety; or
 - (ii) to violate an applicable federal, state or local law.

V.

FLAG DISPLAY POLICY

This Flag Display Policy ("Flag Display Policy") is adopted under the requirements of Texas Property Code § 202.012 (*see Appendix "A"*) for the adoption of a policy for the regulation of Flag Display by an Owner or resident at the Owner's or resident's dwelling located within the boundaries of Crown Ridge.

The Policy for the Display of Flags within Crown Ridge is as follows:

1. Applicability of Policy. This Flag Display Policy shall regulate the display of flags on residential, commercial, multifamily, institutional and special purpose properties within Crown Ridge as identified in the Declaration, as such Declaration may be amended, replaced, supplemented or restated from time to time. The Flag Display Policy shall not prohibit the display of the flag of Crown Ridge on properties owned or managed by the Association.
2. Permitted Flags. The flags permitted to be displayed by an Owner shall be limited to:
 - A. The flag of the United States of America;
 - B. The flag of the State of Texas; or

- C. An Official or replica of any branch of the United States Armed Forces.

No other flags are permitted to be displayed by an Owner, resident, tenant or other party without the express written consent of the Architectural Committee.

3. Display Requirements. Permitted Flags shall be displayed in strict compliance with the following requirements.

A. The flag of the United States shall be displayed in accordance with 4 U.S.C. Section 5-10.

B. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.

C. A Permitted Flag shall be displayed on a flagpole attached to a dwelling or structure. No Permitted Flag may be displayed in any other manner without the express written consent of the Architectural Committee. Only one (1) Permitted Flag may be displayed on a flagpole attached to a dwelling. The Association may, in its sole discretion, permit the display of a flag in an alternative location.

D. All flagpoles shall be constructed of permanent long lasting materials, with a finish appropriate to the materials used in the flagpole and harmonious with the dwelling or structure.

E. The location of the flagpole and the materials used for the flagpole shall be submitted to the Architectural Committee for approval prior to installation. Additionally, the display of a Permitted Flag and the location and construction of the flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record. In no event shall a free standing flagpole be installed:

- (i) in any location other than Owner's Property; or
- (ii) any location which creates a safety issue as determined by the Architectural Committee, in its sole discretion, subject to the limitations set forth in Texas Property Code § 202.012 (*see Appendix "A"*).

F. A displayed Permitted Flag and the flagpole, on which it is flown, shall be maintained in good condition and any deteriorated flag or structurally unsafe or deteriorated flagpole shall be repaired, replaced or removed. Flagpoles not being routinely used to display Permitted Flags must be removed.

G. The size of the Permitted Flag shall be proportionate to the height of the flag pole but in no event be greater than four feet (4') by six feet (6') feet.

H. Lighting of the Permitted Flag shall be in compliance with all federal, state and local laws, including the Dark Sky Ordinance of the City of San Antonio, Texas, as applicable.

I. An Owner shall be prohibited from displaying or locating any flag on Property owned or maintained by the Association or owned in common by the members of the Association.

VI.

DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

This Display of Certain Religious Items Policy ("Display of Certain Religious Items Policy") is adopted under the requirements of Texas Property Code § 202.018 (*see Appendix "A"*) for the adoption of a policy for the regulation of the display of certain religious items by an Owner or resident at the Owner's or resident's dwelling located within the boundaries of Crown Ridge, San Antonio, Bexar County, Texas.

The Policy for the Display of Certain Religious Items within Crown Ridge is as follows:

1. Right To Display. Notwithstanding any recorded restrictive covenant or policy to the contrary, an Owner or resident of a dwelling may display or attach one (1) or more religious items the display of which is motivated by Owner's or resident's sincere religious belief.

2. Subject to Limitations. The right to display permitted religious items is subject to the following limitations:

A. To the extent allowed by the Texas Constitution and the United States Constitution, any such displayed or affixed religious items may not:

- (i) threaten public health or safety; or
- (ii) violate any law; or
- (iii) contain language, graphics or any display that is particularly offensive to a passerby.

B. Individually or in combination with each other, the items at any entry may not exceed twenty five (25) square inches total in size.

C. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.

D. Approval from the Architectural Committee is not required for displaying religious items in compliance with these guidelines.

E. As provided by Texas Property Code 202.018 (*see Appendix "A"*), the Association may remove any items displayed in violation of these guidelines.

VII POLITICAL SIGNS POLICY

This Display of Political Signs Policy ("Political Signs Policy") is adopted under the requirements of Texas Property Code § 202.009 (*see Appendix "A"*) for the adoption of a policy for the regulation of the display of certain political signs by an Owner or resident at the Owner's or resident's dwelling located within the boundaries of Crown Ridge, San Antonio, Bexar County, Texas.

The Policy for the Display of Political Signs within Crown Ridge is as follows:

1. Right To Display. Notwithstanding any recorded restrictive covenant or policy to the contrary, an Owner or resident of a dwelling may display political signs on the Owner's Dwelling.

2. Subject to Limitations. The right to display permitted political signs is subject to the following limitations:

Such signs shall:

A. be mounted to the front of the dwelling; be limited to one sign per candidate or ballot item;

B. contain no roofing material, siding, paving materials, flora, one or more balloons or lights or any other similar building, landscaping or nonstandard decorative component;

C. not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle or any other existing structure or object;

D. not include the painting of architectural surfaces;

E. not threaten the public health or safety;

F. not be larger than 4' x 6';

G. not violate any other applicable law;

H. not contain language, graphics or any display that would be offensive to the ordinary person;

I. not be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists;

- J. not be displayed any sooner than ninety (90) days before the election; and
- K. shall be removed no later than the tenth (10th) day after that election date.

3. Violation of Policy and Penalties. Violation of the Political Signs Policy herein adopted shall result in the removal of the unauthorized sign. Such remedy shall be in addition to and not an election of other rights, remedies, fines, penalties and other remedies available to the Association for such violation.

VIII. OPEN BOARD MEETINGS POLICY

This Open Board Meeting Policy ("Open Board Meetings Policy") setting forth the policy in connection with open board meetings and permitting members to address the Board of Directors ("Board") is adopted under the requirements of Texas Property Code Section 209.0051 (*see Appendix "A"*) for the adoption of a policy establishing rules for open meetings and to permit members to address the Board regarding issues relevant to the Association or the Subdivision known as Crown Ridge.

The Policy for Open Board Meetings and for Members to address the Board is as follows:

1. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board.
2. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive sessions.
3. Except for a meeting held by electronic or telephonic means as permitted by the Texas Property Code §209.0051(h) (*see Appendix "A"*), a Board meeting must be held in Bexar County, Texas.
4. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the member's written request to the Association in accordance with the Association's Records Production Policy.
5. All Members of the Association shall receive notice of the date, hour, place and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice to Members shall be:
 - A. mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or

- by:
- B. provided at least seventy-two (72) hours before the start of the meeting
 - C. posting the notice in a conspicuous manner reasonably designed to provide notice to Association members:
 - (i) in a place located on the Association's Common Area or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or
 - (ii) on any Internet website maintained by the Association or other Internet media; and
 - D. sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is a Member's duty to keep an updated e-mail address registered with the Association.

6. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board shall give notice of the continuation in at least one (1) manner prescribed by Section 5 above within two (2) hours after adjourning the meeting being continued.

7. The Board may meet by electronic and telephonic means, without prior notice to Owners under Section 5 above, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Members under Section 5 above must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to the members, consider or vote on:

- A. fines;
- B. damage assessments;
- C. initiation of foreclosure actions;
- D. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- E. increases in assessments;
- F. levying or special assessments;
- G. appeals from a denial of architectural control approval; or
- H. a suspension of a right of a particular Member before the Member has the opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue;
- I. lending or borrowing of money;

- J. the adoption or amendment of a dedicatory instrument;
- K. the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;
- L. the sale or purchase of real property;
- M. the filling of a vacancy on the Board;
- N. the construction of capital improvement other than the repair, replacement or enhancement of existing capital improvements; or
- O. the election of an officer.

8. At any regularly scheduled meeting and at the discretion of the Board, at any special called meeting, Members may address the Board regarding issues relevant to the Association. To address the Board, the Member shall comply with the following:

- A. Members must provide forty-eight (48) hours prior written notice to the current President or Secretary of the Association.
- B. The notice must clearly identify the topic the Member is to present to the Board.
- C. The Member shall be limited to three (3) minutes for presentation of the topic unless the Board, at its sole discretion, grants an extension of time to the Member. Another scheduled speaker may not yield his or her allotted time to another scheduled speaker without approval of the Board.
- D. The Board, at its sole discretion, may terminate any presentation if the Board should so determine that the topic is irrelevant to the affairs of the Association or is not as stated in the written notice provided to the Board by the Member.
- E. The Board, at its sole discretion, may elect to reschedule any member presentations to a subsequent regular or special meeting of the Board.
- F. No Member shall otherwise speak at any meeting unless recognized by the Chairman of the Board or the President.
- G. Members shall refrain from obscenity, vulgarity, or any breach of respect. Improper or disrespectful conduct shall result in the immediate expiration of the Member's allotted time and may result in the Member's expulsion from the meeting.
- H. The Board may address a Member's comments at the meeting or may defer its response to future meeting of the Board.
- I. Unless comments relate to matters already on the agenda, or the Board adds the matter to the agenda, the Board will not address the topic at the Board meeting.

IX
MISCELLANEOUS

This Statement of Policies is in addition to, and not in substitution of, all other rules, regulations and provisions of the Association's Governing Documents, as amended, all of which remain in full force and effect unless in conflict with the terms contained herein and in which case, the Declaration and/or the Bylaws, as applicable, shall control unless in conflict with the Texas Property Code and/or other city, state or federal laws, rules or regulations.

Any failure of the Association to seek enforcement or compliance with this Statement of Policies shall not be deemed a waiver of the rights of the Association to seek enforcement or compliance at any time thereafter. The Association shall have the discretion to vary the Policies contained herein as a result of the particular circumstances as may exist from time to time.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Statement of Policies was duly approved and adopted by the Board of Directors of the Crown Ridge Townhouse Association, Inc. on the date first above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Statement of Policies constitutes a Dedicatory Instrument under Texas Property Code §202.006 (see Appendix "A") which applies to the operation of Crown Ridge, a Subdivision located in Bexar County, Texas, as hereinabove described.

Signed this 21 day of Nov, 2017.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
Name: _____
Its: ~~Secretary~~ President

APPENDIX “A”

1 Tex. Admin. Code § 70.3

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=70&rl=3)

Texas Property Code § 202.006

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.202.htm#202.006>

Texas Property Code § 202.009

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.202.htm#202.009>

Texas Property Code § 202.010

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.202.htm#202.010>

Texas Property Code § 202.012

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.202.htm#202.012>

Texas Property Code § 202.18

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.202.htm#202.018>

Texas Property Code § 209.005

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.005>

Texas Property Code § 209.006

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.006>

Texas Property Code § 209.007

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.007>

Texas Property Code § 209.008

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.008>

Texas Property Code §209.0051(h)

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.0051>

Texas Property Code § 209.0062

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.0062>

Texas Property Code § 209.0064

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.0064>

Texas Property Code § 209.0092

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.209.htm#209.0092>

Tex. R. Civ. P. 735.3

<http://www.txcourts.gov/media/1435952/trcp-all-updated-with-amendments-effective-912016.pdf>

Tex. R. Civ. P. 736

<http://www.txcourts.gov/media/1435952/trcp-all-updated-with-amendments-effective-912016.pdf>

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

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

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

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

The ASSOCIATION is a property owners' association as that term is defined in *Section 202.001 of the Texas Property Code*. 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.
Statement of Policies

Rules of Crown Ridge Townhouse Association, Inc.

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 29 day of Nov., 2017.

CROWN RIDGE TOWNHOUSE ASSOCIATION, INC.

By: Carol Lynne Hoffman
CAROL LYNNE HOFFMAN

Its: President

ACKNOWLEDGMENT

THE STATE OF TEXAS

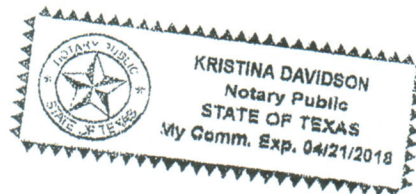
COUNTY OF BEXAR

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

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 29 day of November, 2017.

Kristina Davidson
NOTARY PUBLIC, STATE OF TEXAS

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



Doc# 20170234432
Pages 47
11/29/2017 1:35PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$206.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
11/29/2017 1:35PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff