

RESTATEMENT OF THE  
BYLAWS  
OF  
CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1.1 Name. The name of the Corporation is CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Corporation shall be located at 1600 N.E. Loop 410, Suite 202, San Antonio, Texas 78209, but meetings of members and Directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1 "Association" shall mean and refer to CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns, whose address is 1600 N.E. Loop 410, Suite 202, San Antonio, Texas 78209.

Section 2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or tract which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.3 "Properties" shall mean and refer to that certain real property described in the Declaration of Restrictive Covenants, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.4 "Common Area" shall mean and refer to all real property owned, leased, or to be maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to certain center median strips of boulevards, certain islands at intersections, and certain so-called "eyebrow bubbles," now or hereafter designated by Declarant, together with any monuments, entry signs, or other improvements thereon situated. Common Area shall expressly include those esplanades and islands within the Properties that Declarant and/or the Association are required or choose to maintain, whether or not they are dedicated to a governmental entity or are privately owned.

Section 2.5 "Lot" shall mean and refer to any tract or plot of land within the Property [with the exception of the Common Area], whether platted or unplatted, as well as to any condominium unit situated within a condominium project formed in accordance with the Texas Condominium Act.

Section 2.6 "Declarant" shall mean and refer to CAMP BULLIS, LTD., a Texas limited partnership, or any third parties to whom such entity specifically assigns any rights, in writing, as Declarant hereunder.

Section 2.7 "Committee" shall mean the Architectural Control Committee created in said Declaration.

Section 2.8 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions hereinafter referred to as the "Declaration," applicable to the Properties and recorded in the Real Property Records of Bexar County, Texas.

### ARTICLE III

#### MEMBERSHIP IN ASSOCIATION

Section 3.1 "Members" shall mean and refer to every Owner of a Lot which is subject to assessment 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 assessment.

Section 3.2 Classes of Voting: The Association shall have the following classes or categories of voting membership:

Class A. The Owners of detached single family platted lots shall be entitled to one (1) vote per lot.

Class B. The Owners of unplatted but proposed detached single family lots [as per the then current approved Master Plan on file with the Architectural Control Committee for Crownridge of Texas] shall be entitled to two (2) votes per acre of land within such property.

Class C. The Owners of platted cluster/garden/specialty housing lots shall be entitled to one (1) vote per lot.

Class D. The Owners of proposed cluster/garden/specialty housing lots [as per the then current approved Master Plan on file with the aforesaid Architectural Control Committee] shall be entitled to two (2) votes per acre of land within such property.

Class E. The Owners of existing condominium projects or multifamily sites shall be entitled to ten (10) votes per acre of land area within the project site. [For condominium projects, voting shall be administered by the Condominium Association composed of Unit Owners.]

Class F. The Owners of proposed condominium projects or multifamily sites [as per the then current approved Master Plan on file with the aforesaid Architectural Control Committee] shall be entitled to ten (10) votes per acre of land within the project site.

Class G. The Owner of existing or proposed office, retail or other commercial and non-residential sites [as per the then current approved Master Plan on file with the aforesaid Architectural Control Committee] shall be entitled to ten (10) votes per acre of land area within the site.

Class H. The Declarant shall be entitled to three times the number of votes otherwise permitted Owners hereinabove, for the applicable category. Class H voting for each category shall terminate when Declarant no longer

owns at least twenty-five per cent (25%) of the land area within such category.

#### ARTICLE IV

##### MEETING OF MEMBERS

Section 4.1 Annual Meetings. The first annual meeting of the Members shall be held within ten (10) years from the date of incorporation of the Association at a date determined by Declarant, and each subsequent regular annual meeting of the Members shall be held on a day and time to be determined by the Board of Directors, but no later than March 15 of each year.

Section 4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of any class membership.

Section 4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4.4 Quorum. The presence at the meeting of Members entitled to cast (or of proxies entitled to cast), ten per cent (10%) of the votes of the membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called, subject to the same notice requirements, 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.

Section 4.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 5.1 Number. The affairs of this Association shall be managed by a Board of five (5) Directors who need not be Members of the Association.

Section 5.2 Term of Office. At the first election of Directors by the Members of the Association after the adoption of these Restated Bylaws, the Directors shall be elected to serve as follows: two Directors for a term of one year and three Directors for a term of two years. At each regular annual meeting thereafter, the membership shall elect the Directors whose terms are expiring for a term of two years. At least three (3) positions on the Board will be held by Owners elected from Class A.

Section 5.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of his predecessor. Notwithstanding the foregoing, the Directors chosen by the Class H member(s) shall select any replacements to the Board arising from any vacancy created on the Board so long as there is Class H membership in existence.

Section 5.4 Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5.5 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI

### NOMINATION AND ELECTION OF DIRECTORS

Section 6.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee or may be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 6.2 Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VII

### MEETINGS OF DIRECTORS

Section 7.1 Regular Meetings. Regular meetings of the Board of Directors shall be held annually or more frequently if deemed necessary by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 7.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or

by any two Directors, after not less than three (3) days' notice to each Director.

Section 7.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 8.1 Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities thereon situated, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

(c) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Employ a manager, independent contractors or such other employees as they deem necessary, and to prescribe their duties.

Section 8.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members.

(b) Supervise all officers, agents and employees (if any) of this Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which annual assessments are not paid within thirty (30) days after due date, bring an action at law against the Owner personally obligated to pay the same, or take any other action deemed appropriate by the Board under the facts and circumstances surrounding a nonpayment of assessments situation.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the Common Area to be maintained.

(h) To procure and maintain adequate Directors and Officers insurance.

## ARTICLE IX

### OFFICERS AND THEIR DUTIES

Section 9.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 9.3 Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 9.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9.5 Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 9.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

Section 9.8 Duties. The duties of the officers are as follows:

(a) President. The President shall preside at meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all necessary instruments to effectuate the business of the Association, except as may be otherwise approved by the Board of Directors.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act,

and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE X

##### BOOKS AND RECORDS

Section 10.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### COMMITTEES

Section 11.1 The Board of Directors shall create and establish any committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

ASSESSMENT

Section 12.1 As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XIII

NO CORPORATE SEAL

Section 13.1 The Association shall not have a corporate seal.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of each class of Members present in person or by proxy.


Section 14.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

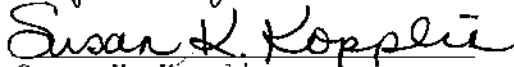
MISCELLANEOUS

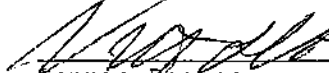
Section 15.1 The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year unless otherwise established by the Board of Directors, except that the first fiscal year shall begin on the date of incorporation.


IN WITNESS WHEREOF, we, being all of Directors of CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., have hereunto set our hands as of the 8th day of December, 2005.

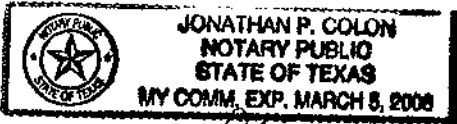
  
\_\_\_\_\_  
Rudy Herrera

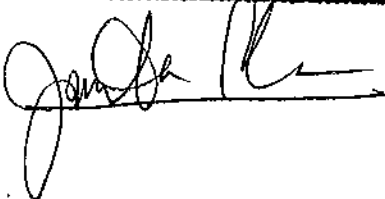
  
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Judy Jordan

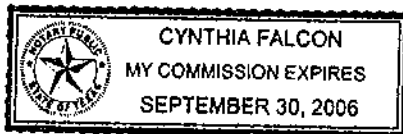
  
\_\_\_\_\_  
Susan K. Kopplin

  
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Lonnie Reames

  
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Jim Goble

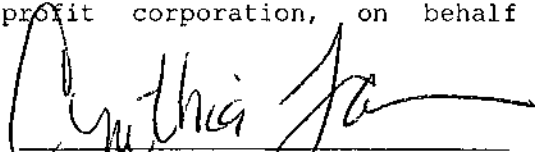




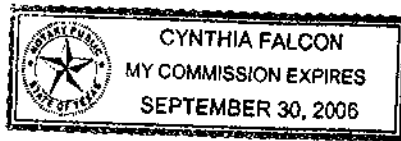


THE STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on 8th day of February, 2006, by Rudy Herrera, member of the Board of Directors of CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS )  
COUNTY OF BEXAR )

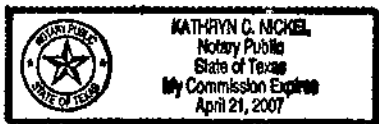


This instrument was acknowledged before me on 10<sup>th</sup> day of February, 2006, by Judy Jordan, member of the Board of Directors of CROWNRISE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

*Cynthia Falcon*  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS )  
COUNTY OF BEXAR )

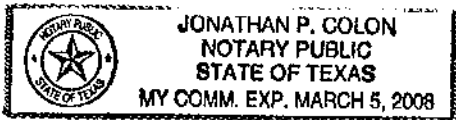
This instrument was acknowledged before me on 22 day of February, 2006, by Susan K. Kopplin, member of the Board of Directors of CROWNRISE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



*Kathryn C. Nickel*  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on 22 day of February, 2006, by Lonnie Reames, member of the Board of Directors of CROWNRISE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



*Jonathan P. Colon*  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on 24 day of February, 2006, by Jim Goble, Director of CROWNRISE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.



*Mary Lynn Baker*  
\_\_\_\_\_  
Notary Public, State of Texas

Doc# 20060057032 Fees: \$68.00  
03/14/2006 2:29PM # Pages 14  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK

*Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law.*  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas.

MAR 14 2006



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS