SCANNED

THIRD AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS MOUNTAIN RANCH UNITS I, II, III & IV

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, having been approved by the Restrictions Committee of Cross Mountain Ranch and the requisite numbers of members of the Cross Mountain Ranch Homeowners Association, Inc., amends, supersedes and replaces those restrictive covenants recorded at the following Volumes and Pages of the Official Public Records of Bexar County, Texas (hereinafter the "Prior Restrictions"):

A. Unit I: Volume 1934, Page 552; Volume 14928, Page 553, and Volume 17425, Page 15
B. Unit II: Volume 2405, Page 1493; Volume 14928, Page 603, and Volume 17425, Page 45
C. Unit III: Volume 3028, Page 191; Volume 14928, Page 628, and Volume 17425, Page 75
D. Unit IV: Volume 3577, Page 1861; Volume 14928, Page 576, and Volume 17425, Page 105

The vote of the property owners entitled to vote on the amendment was done at a meeting of the Association, on the 17th day of October, 2019, at which at least owners entitled to cast majority of the votes of the property owners who were present in person, by proxy, or by mail-in vote prior to the meeting. The vote was taken by written ballots, in accordance with the requirement of Chapter 209, Texas Property Code. At the time of approval of this Third Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions there are no Declarant's rights or Development Period.

The Property Owners desire to continue and modify a general plan of development for the community developed within the Property known as "Cross Mountain Ranch" (the "Subdivision") to be governed by the Association (as hereinafter defined).

The Property, and any additional property which may be made subject to this Declaration by recording one or more amendments of or supplements to this Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, representations and reservations in the attached Appendix ** which run with the real property and bind all parties having or acquiring

any right, title, or interest in any part of the property, their heirs, successors, and assigns, and inure to the benefit of each Property Owner of any part of the Property.

RECITALS:

This Third Amended and Restated Declaration is filed with respect to that certain real property located in Bexar County, Texas, described in the Prior Restrictions (the "Property").

By the recording of this Third Amended and Restated Declaration, Owners serve notice that the Property is subject to the terms and provisions of this Third Amended and Restated Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Property in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision, and all other ordinances and any other applicable building codes, zoning restrictions and permits or other applicable regulations. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Architectural Guidelines" means the standards for design, construction, landscaping, and exterior items proposed to be placed on any Lot adopted pursuant to Section 7.2.3, as the same may be amended from time to time. The Architectural Guidelines may consist of multiple written design guidelines applying to specific portions of the Property.

"Architectural Review Committee" or "ARC" means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in Article 7 below.

"Assessment" or "Assessments" means all assessments imposed by the Association under this Declaration.

"Association" means CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, formerly known as Cross Mountain Ranch Homeowners Cooperative, created to exercise the authority and assume the powers specified in Article 4 and elsewhere in this Declaration. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and Applicable Law.

"Board" means the Board of Directors of the Association.

"Bylaws" means the bylaws of the Association. The Bylaws may be amended, from time to time, by a Majority of the Board.

"Certificate" means the Certificate of Incorporation, also known as the Articles of Incorporation, now called Certificate of Formation, of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Community Manual" means the community manual of the Association, which may be initially adopted and recorded by the Board of the Association and recorded for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Bylaws, Rules and Regulations and other policies set forth in the Community Manual may be amended, from time to time. The Community Manual may be amended by a Majority of the Board.

"Improvement" means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Lot" means any portion of the Property shown as a subdivided lot on a Plat.

"Majority" means more than half.

"Manager" has the meaning set forth in Section 4.5.8.

"Members" means every person or entity that holds membership privileges in the Association.

"Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust securing indebtedness and covering a Lot.

"Mortgagee" or "Mortgagees" means the holder(s) of any Mortgage(s).

"Owner" means the person(s), entity or entities holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

"Plat" means a Recorded subdivision plat of any portion of the Property, and any amendments thereto.

"Property" means that certain real property located in Bexar County, Texas, described in the Prior Restrictions, subject to such additions thereto and deletions therefrom as may be made pursuant to Section 11.3 and Section 11.4 of this Declaration.

"Record, Recording, Recordation and Recorded" means recorded or to be recorded in the Official Public Records of Bexar County, Texas.

"Resident" means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

"Restrictions" means the restrictions, covenants, and conditions contained in this Amended and Restated Declaration, the Design Guidelines, Bylaws, Community Manual, Rules and Regulations, or in any other rules and regulations promulgated by the Association pursuant to this Declaration, as adopted and amended from time to time.

"Rules and Regulations" means any instrument, however denominated, which is adopted by the Board for the regulation and management of the Property, including any amendments to those instruments.

"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.

Any term not defined herein shall be defined as stated in Chapter 209, Texas Property Code.

ARTICLE 1.1
DOCUMENTS

The following governing documents of the Association:

1.1.1 Declaration - Creates obligations that are binding upon the Association and all present and future owners of Property.

1.1.2 Certificate of Formation - Establishes the Association as a Texas nonprofit corporation.

1.1.3 Bylaws - Governs the Association's internal affairs, such as elections, meetings, etc.

1.1.4 Community Manual - Publishes Rules and Regulations and policies governing the Association.

1.1.5 Architectural Guidelines - Governs the design and architectural standards for the construction of Improvements and modifications thereto.

1.1.6 Rules and Regulations - Regulates the use of property, activities, and conduct within the Property. Includes but is not limited to Policies on Document Retention, Payment Plan, Fees, fines and Assessments, and Copying

1.1.7 Board Resolutions - Establishes rules, policies, and procedures for the Property, Owners and Association.

ARTICLE 2
GENERAL AND USE RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

NOTICE - The Restrictions are subject to change from time to time, subject to approval by a vote of Lot Owners as set for in Section 8.4 below. By owning or occupying a Lot, you agree to remain in compliance with the Restrictions, as they may change from time to time.

2.1 General.

2.1.1 Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

2.1.2 Ordinances and Laws. Ordinances, laws and requirements imposed by local authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with Applicable Law. Please be advised that the Restrictions do not purport to list or describe each restriction which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, laws, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ARC for approval. Furthermore,

approval by the ARC should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ARC.

2.2 Hazardous Activities. No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property.

2.2.1 No firearms shall be discharged, nor shall any hunting be done with any type of weapon within said Subdivision.

2.2.2 No open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. All outside burning of brush, trees, or other vegetation must conform to the Bexar County Fire Marshal's General Requirements for Allowable Outside Burning (www.Bexar.org).

2.2.3 No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.3 Mining and Drilling. No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.4 Animals. No animals will be permitted on any lot in such Subdivision other than those that are normally found in a suburban, semi-rural subdivision for private residential use and pleasure, with it being specifically understood that no hogs, swine or pigs will be permitted on any part of such Subdivision and that no commercial livestock, animal or fowl feeding, breeding or raising or sales operation or feed lot will be permitted on any part of said Subdivision. No more than two (2) horses, or two (2) cows, or five (5) goats, or six (6) chickens are allowed per lot. No roosters, peacocks, turkeys or donkeys are allowed. Allowances for other animals will be at the sole discretion of the Restriction Committee. Pets shall be kept and maintained so that they are within the boundaries of the owner's lot and not allowed to run free or go onto the lot of another without that neighbor's permission. Pets shall be maintained so that they are not unreasonably offensive to neighbors by smell or sound. All pens, corrals, barns, sheds or other structures for the caring or sheltering of permitted livestock shall be approved by the Architectural Review Committee (ARC) and shall be constructed in a professional manner and maintained so it is not noxious or offensive to other property owners. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws).

2.5 Vehicles. No part of the Subdivision shall be used to store wrecked, junked or wholly inoperable vehicles or equipment or used as a junk yard or as an area for the accumulation of scrap or used materials and no part of such Subdivision shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such Subdivision, nor shall anything be done in such subdivision that becomes an annoyance or nuisance to the owners of other lots in said Subdivision. Additionally, off-road use of motorized dirt bikes, motorcycles, recreational 3-wheelers and 4-wheelers, and other similar gasoline-powered recreational vehicles on any part of the Subdivision is prohibited; however, 3-wheelers and 4-wheelers may be used non-recreationally by a lot owner to carry tools, repair, and landscape or otherwise work their own property. Except as allowed non-recreationally as set forth in the foregoing, vehicular use or storage of vehicles in the Subdivision will be limited to road-worthy vehicles currently registered and inspected in accordance with the laws of the State of Texas. However, notwithstanding the above, no large trucks (i.e., exceeding the size of a one-ton pick-up truck) or vehicles with more than two axles will be allowed to be parked or stored on any portion of the Subdivision at any time regardless whether same is currently inspected or registered or otherwise legal to be operated on public roads.

2.6 (a) Resubdivision, partition, partial conveyance, or ownership that is divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restriction Committee as provided in Paragraph (b) herein, and if such resulting separate tract is at least 2.0 acres in area and is otherwise in full compliance with and conformity to all provisions hereof.

(b) Plans for such resubdivision as described in Paragraph 13 (a) must be submitted to the Restrictions Committee for approval prior to resubdivision, partition, or partial conveyance. Failure to submit plans for resubdivision for approval will render such resubdivision, partition, partial conveyance of ownership in divided or separate interests void and without effect.

2.7 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Wherever utility easements are shown and the owner

constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the utility companies, or other authorized entity using said easements.

2.8 No garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. All brush cuttings must be put out for trash collection, hauled off, mulched, or burned within 60 days. The 60 day time period for burning of brush may be extended as necessary if a burn ban is in effect.

ARTICLE 3
ARCHITECTURAL GUIDELINES AND RESTRICTIONS

3.1 Single Family Residences

(a) Each of the lots in the Subdivision shall hereafter be used only for the construction of one single-family residence or main dwelling unit thereof, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial or professional use of any such lots shall be permitted except as may be allowed on a limited basis as set forth in Section 3.1(c) below, and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least 2,500 square feet of heated area, exclusive of porches, garages and breezeways, with the exception of any prior dwelling units previously built and approved with smaller square footage as allowed by the original Restrictions.

(b) Any driveway and /or entryway onto any Lot in the Subdivision shall be constructed and used only in connection with serving or accessing a single-family residence and shall not be used to connect other lots for the purpose of public or commercial use.

(c) Limited business or professional use of one's property in the Subdivision is permitted if such use is incidental to the principal residential or single family use of the property, but under no circumstances shall any professional or business activity be conducted in the Subdivision to

which the general public is invited or for which badges of commercial activity is present. Although not exhaustive, badges of commercial activity indicating more than allowable limited business or professional use of a property incidental to the primary use as a single family residence include, but are not limited to, promoting or advertising any commercial, professional or business use of a property in the Subdivision, signage indicating any business, professional, or commercial use, storage of inventory or presence of one or more vehicles primarily intended for business or commercial use, use of employees on a Lot in the Subdivision not used for household purposes, or significantly increased vehicular traffic, parking, shipping activity resulting from business, professional or commercial use of one's lot in the Subdivision. Maintaining a "home office" with business use of a printer, computer or internet is an allowable limited business or professional use of one's own property as long as same is incidental to the use of the property as a single family residence. Renting one's property, a room, dwelling, or any outbuilding thereon for any commercial, business, or professional use to another is prohibited. However, renting one's dwelling for at least a 6-month continuous term for residential purposes for use as a single family residence is not a prohibited commercial activity. Renting a home for a term of less than six (6) months is barred, unless same occurs only once by an owner in connection with facilitating a sale. Renting a room or any outbuilding in the Subdivision on any basis for less than six (6) months (i.e., by the week, day, or weekend), even if to be used as a residence, is a barred commercial activity or use akin to a lodge or Inn. Notwithstanding the foregoing, temporary commercial signage (no greater than 2 by 4 feet) indicating "for lease" or "for sale" or "for sale by owner" regularly used by a listing agent or owner to market their property for sale or lease is not prohibited signage, and is not indicative of barred commercial use or activity. Further, notwithstanding the above, mere overnight storage of a vehicle with a commercial mark or insignia on one's property in the Subdivision is not barred or a badge of prohibited commercial activity if such vehicle is principally used for commercial purposes in connection with a business located outside of Cross Mountain Ranch, and is merely being driven to one's residence in the Subdivision for

transportation only, and is not strategically placed or stored in the Subdivision for the purposes of advertisement.

3.2 (a) Plans for all single family main dwelling units must be submitted to the Architectural Review Committee for approval before any construction on any Lot in the Subdivision may begin, and the appropriate fee paid in accordance with the provisions contained in Article 6 below, entitled "Architectural Review Committee."

(b) All single family main dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways, appurtenant hereto, shall be constructed of at least 50% stone, brick, or stucco (50% is defined as at least one-half of all exterior wall surfaces not including door and window opening) unless approved otherwise by the Architectural Review and Restriction Committee, and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such Subdivision.

3.3. The entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within twelve (12) months after the commencement of work thereon or the placing of materials thereof on such property, whichever comes earliest, with the exception that thirty (30) day extensions for completion of construction may be granted by the Restriction Committee upon application therefore. Further, if one does not timely complete the construction of an improvement approved and started, unless waived by the Restrictions Committee in writing, the lot owner may be assessed up to $100 a day (or any lesser amount charged by the Association in writing), which shall be a charge to the lot owner, which charge shall also be a lienable charge against the Lot if not voluntarily paid.

3.4 All main dwelling units, garages, carports, play courts, sport or tennis courts, workshops, sheds, pools, spas, playscapes, storage buildings, and any other structure or improvements

(excluding approved driveways, mailbox structures, and entry ways) constructed in such subdivision shall be set back at least seventy five (75') feet from the front property line of each lot (both property lines of corner lots that face the street shall be considered front property line) and shall be set back at least twenty-five feet (25') from the side and rear lot lines of each lot in such Subdivision. All improvements on any lot in such Subdivision must face on the street upon which the lot fronts, subject however to any variances thereto as may be granted in writing by the Restrictions Committee and Architectural Review Committee hereafter provided for. Homes on corner lots are encouraged to be built facing the intersection.

3.5 Prior to the construction of any detached garages, storage building, work shops, guest houses, other out buildings, or building or erecting wells, well houses, spas, pools (see Paragraph 3.22 for more on pools), fencing (see Section 3.9 for more on fencing), gating, cabanas, driveways (see Section 3.13 for more on driveways) or any other man-made improvements, with the exception of minor landscaping, on any lot in such Subdivision, plans and specifications therefore, must be submitted to the Architectural Review Committee hereafter provided for, and written approval thereof procured from such Committee prior to the commencement of construction thereon. Notwithstanding the foregoing, however, it is expressly understood that the failure of the Architectural Review Committee to give notification of its disapproval of any such plans and specifications for any proposed improvements, within thirty (30) days after receipt thereof, shall be deemed approved for purposes of quality, color, dimensions, and location under the provisions hereof as the approval thereof, except that under no circumstances shall any approval be deemed so as to allow commercial use or access of one's property or improvements for commercial use, or any other clear prohibition in the Restrictions herein. Plans and specifications may be submitted to the Chair of the Architectural Review Committee or personally delivered to the Architectural Review Committee care of the Association at Cross Mountain Ranch Home Owners Association, Inc., (or as hereafter designated as the address of the Association on the web site of the Association at www.crossmountainranch.org.) or current

management company as can be discerned from the web side of the Association or the Management Certificate on file with the Bexar County Real Property Records, with a required fee as designated in the Rules and Regulations published by the Association, for any other proposed improvements, payable to Cross Mountain Ranch Home Owners Association to help defray the costs of processing the request and maintaining the Architectural Review Committee.

3.6 No garage, shack or temporary building shall be constructed on any lot in such Subdivision as living quarters thereon, except that detached servant's quarters or guest houses may be constructed thereon provided that is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed and are occupied solely by household servants and/or temporary guests.

3.7 No trailer house, mobile home, manufactured home, pre-fabricated home or modular housing shall be placed or otherwise permitted on any lot in such Subdivision for use as living quarters. However, it is understood that one (1) vacation-type travel trailer, motor home, boat, or other recreational vehicle may be parked so as not to violate front (75'), and side and back (25') setbacks lines (as if the trailer, motor home, boat, etc. is a structure) but not forward of the main dwelling. At no time shall any such vehicle be used as living quarters on a lot. Further, no camper, boat, or other type of recreational vehicle or craft may be regularly parked on an unimproved lot or in front of the main dwelling unit on a lot in the Subdivision.

3.8 Any fuel oil, propane, or butane tanks shall be located so as not to be visible from the street on which the house fronts, and so as to at least be partially blocked from neighbors' views using approved fencing or placement of vegetation.

3.9 All fences must be approved by the ARC prior to construction. Prior to erecting any fence, plans and a drawing proposing the type, style, composition, height and color of the fencing (with any supporting materials from the fencing vendor or contractor as is reasonably available regarding warranties, composition, and styling) shall be submitted to the ARC with a fee payable to the Association as set forth in Article 6.2 below. Fencing along the street (both streets in the case of a

corner lot) and back to the building set back lines shall be constructed of materials approved by the Committee. New fences shall be constructed of iron, stone, stucco, or a good quality horizontal board (3 or 4 rail) with appropriate posts. All fences, new or replacement, must be approved by the ARC, excluding normal maintenance or replacement with the same or similar materials, type, style, height and color as originally approved by the ARC. From the front building set back line to the rear of the lot and along the rear of the lot, chain link, or ranch-type fencing may be used when approved by the ARC. No electric or temporary fences will be allowed without express written permission of the ARC, and only for the duration allowed by such Committee. All fencing must be maintained in good condition and repair.

3.10. No outside toilets or privies shall be permitted on any lot other than appropriate temporary latrine facilities required during construction of the main dwelling. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to a septic tank or sewage collection line meeting the approval of all county and state health authorities and complying with all regulations and shall be operated and maintained in such a manner as to not be obnoxious, offensive or to endanger the health or welfare of the occupants of the building site on which it may be located or any surrounding property. The draining of septic tanks into road ditches is prohibited. The drainage of septic tanks will be done only into commercial trucks designed for that purpose.

3.11 Any water wells drilled in such Subdivision shall be cased and cemented in accordance with the rules and regulations of the Health Department of the State of Texas and will be placed on each subject lot in accordance with a master well and septic system layout plan as provided by the Bexar County Department of Public Works. Water from any such well must be for the personal use of the owner of the lot on which the well is drilled and shall not be used off the premises where the well is drilled.

3.12 No flat roofs will be permitted unless specifically approved by the Architectural Review Committee and Restriction Committee. If composition shingles are allowed as a roofing material by

such Committee, a 300 pound minimum will then be required of all asphalt shingles, and a 280 pound minimum will be required of all fiber glass shingles.

3.13 All driveways must be paved with asphalt or concrete for the first 100 feet of the driveway or to the garage apron (where the house is constructed closer than 100 feet to the lot line fronting the road) extending from the main road running in front of the lot, or from the side street in the case of a corner lot. All driveways and entry way improvements shall be commensurate with the single-family residential nature of the Subdivision. Under no circumstances shall a road or driveway be used as a road for motor vehicles to access another property outside of Cross Mountain Ranch, or to access any public road other than public roads in Cross Mountain Ranch. Under no circumstances shall any part of a driveway be used to access commercial operations or multi-family use property. Under no circumstances should a driveway or entry way post any sign or business other than the house number and/or address of the property.

3.14 Any exterior lighting should be installed and in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light principally up or downwards in a manner not to create problems or annoyance for neighboring lots or the Subdivision generally.

3.15 It is prohibited for any lot owner to move into a dwelling unit before the dwelling unit is completed. The Architectural Review Committee shall decide if a dwelling unit has been completed, should any questions about completion arise.

3.16 No flagpole, tower, or antennae or other like device will be erected in the Subdivision that rises to a height more than 30 feet above ground level over the lot.

3.17 All property owners are required to maintain their lots and property on a timely basis, whether vacant or occupied, so as not to contain rubbish or trash. All exterior building surfaces and fences will be kept and maintained in good repair.

3.18 When plans for new home construction or other improvements are approved by the Architectural Review Committee, no construction shall occur before 7:00 A.M. or after 6:30 P.M. No

exterior construction on new homes, to include land clearing or construction of driveways etc. by heavy equipment may be performed on Sundays unless prior approval is received from the Restriction Committee.

3.19 When plans for a main dwelling are approved, appropriate portable latrine facilities will be required to be on site during construction, along with an appropriate dumpster for which the lot owner or his contractors will use reasonable efforts to avoid the accumulation of litter on site.

3.20 Guest Houses, Garages and Other Outbuildings. When a guest house is proposed for construction per Section 3.6, the total heated/cooled square footage shall not exceed 1,500 square feet unless a variance is obtained. Detached garages, covers, and storage, workshops and other outbuildings shall not exceed 1,750 square feet or a height of 25 feet. Any storage building proposed for construction or placement on a Lot above should be placed no further forward on the lot than the main dwelling and shall be no closer than 25 feet from the side and back property lines. SET BACKS FROM PROPERTY LINE (per Section 3.4) MUST BE MAINTAINED ON ALL STRUCTURES.

3.21 In-ground Pools and Spas. As to the construction of in-ground pools and spas, matters as to construction materials and design must be submitted to the Architectural Review Committee and may be promptly approved by the Chair of said Committee without need for vote or deliberation by other members of the Committee so as long as the pool dimensions are such that the pool is at least 75 feet from the front property line, 25 feet from the back and side property line, no construction is started until after the main dwelling is substantially completed, and is not completed or water filled in the pool until after the main dwelling is completed, and so that no part of the pool is located forward of the front facing wall of the main dwelling. If the timing of construction and placement of the pool cannot be accomplished in a manner that fully complies with this Section, then the submission of plans regarding a pool must be submitted to the Architectural Review Committee per Section 3.5 with a request and statement of compelling reasons in support of a variance for consideration by the Architectural Review Committee.

3.22 Solar devices. A "solar energy device" is defined by Section 171.107 of the Tax Code. No solar energy device may be installed or maintained on any property that:

- as adjudicated by a court threatens the public health or safety, or violates a law;
- is located on property owned or maintained by the Association;
- is located on property owned in common by the members of the Association;
- is located in an area on the owner's property other than:
  a. on the roof of the home or of another structure allowed by the ARC under a dedicatory instrument; or
  b. in a fenced yard or patio owned and maintained by the owner;
- if mounted on the roof of the home
  a. extends higher that or beyond the roofline;
  b. is located in an area other than an area designated by the Association, unless the alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling tool provide by the National Renewable Energy Laboratory, by more than ten (10%) above, the energy production of the device if located in an area designated by the Association;
  c. does not conform to the slope of the roof and has a top edge that is not parallel to the roofline; or
  d. has a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace;
- if located in a fenced yard or patio, is taller than the fence line;
- as installed, voids material warranties; or
- was installed without prior approval by the Architectural Review Committee

3.23 Rainwater Collection and Rain Barrels. Rain barrels are not prohibited but same is an improvement for which written authorization, approval or permit must be obtained from the Cross Mountain Ranch Architectural Review Committee in advance of erecting any rainwater collection system or installation of any rain barrel. The size, color, height, and volume (gallons) as well as the proposed location on the lot must be clearly depicted on the original drawings included with the application to the Architectural Review Committee (ARC). The proposed system may not

- be located between the front of the owner's home and an adjoining or adjacent street,
- be a color that is in disharmony with the color scheme of the owner's home,

- display any language or other content that is not typically displayed by such a system as it is manufactured.

If made of a material that can rust, the system must be kept in a condition that is esthetically pleasing. Rain Barrels shall have mosquito screening, and chemical treatment as required, to prevent mosquito breeding. If pumps are added, they shall be screened so as to not be visible by or create a noise level as to disturb the surrounding neighbors. If the proposed system determined by the ARC to be visible from a street, prominently visible to another lot, or a common area of the Association, then the ARC may deny or conditionally approve such request if relocated or revised as indicated by the ARC, such as allowing for another location, color, size, or with particular minimum shielding or landscaping, with the ultimate goal of improving the appearance of such systems without significant economic impact to the owner.

3.24 Any waiver, exception, or variation to the building and fencing Restrictions set forth above must be granted in writing by the combined Architectural Review and Restrictions Committees.

3.25 Statutory architectural restrictions and limitations allowed by Chapter 202, Texas Property Code, and Chapter 259, Texas Election Code, are hereby adopted.

ARTICLE 4
CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC

4.1 Organization. The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot. Within thirty (30) days after acquiring legal title to a Lot, if requested by the Board, an Owner must provide the Association with: (i) a copy of the recorded deed by which the Owner has acquired title to the Lot; (il) the Owner's mailing address, email address, and phone number; (iii) any Mortgagee's name and address; and (iv) the name, phone number, and email address of any Resident other than the Owner.

4.3 Governance. As more specifically described in the Bylaws, the Association shall be governed by a Board of Directors (the Board) consisting of at least five (5) persons elected at an annual meeting of the Association, or at a special meeting called for such purpose.

4.4 Member Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the Members will be calculated as set forth below.

4.4.1 Owner Votes. The Owners of each Lot will have one (1) vote for each Lot owned.

4.4.2 Co-Owner Votes. When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. The vote for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this Section 4.4.

4.5 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

4.5.1 Rules and Regulations, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, policies, Bylaws and Community Manual, as applicable, which are not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property or the Association.

4.5.2 Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

4.5.3 Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

4.5.4 Assessments. To levy and collect assessments, as provided in Article 5 below.

4.5.5 Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

4.5.6 Manager. To retain and pay for the services of a person or firm (the Manager) to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Manager.

To the extent permitted by Applicable law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

4.5.7 Authority with Respect to the Restrictions. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Restrictions. Any decision by the Board to delay or defer the exercise of the power and authority granted by this Section will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

4.5.8 Committees. To appoint members to an Architectural Review Committee and a Restrictions Committee, and delegate authority to those committees to review and recommend actions authorized under Section 4.5.7.

4.5.9 Contracts. Notwithstanding the foregoing, the Board of Directors shall not obligate the Association to provide any additional services without an affirmative vote of the voting membership of the Association, and the Board of Directors shall not enter into any contract for services for a duration in excess of one year.

4.6 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (i) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not

opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

4.7 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.1 Assessments.

5.1.1 Established by the Board. Assessments established by the Board pursuant to the provisions of this Article 5 will be levied against each Lot in amounts determined pursuant to Section 5.9 below. The total amount of Assessments will be determined by the Board pursuant to Section 5.3—5.8.

5.1.2 Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed to the Association against each such Lot and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

5.2 Operating Fund. The Board will establish an operating fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Amended and Restated Declaration. The funds of the Association may be used for any purpose authorized by the Amended and Restated Declaration and Applicable Law.

5.3 Minimum Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "Regular Assessments") which sets forth: (i) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance, the cost of administering and enforcing the Restrictions; and (ii) an estimate of the

amount needed to maintain a reasonable provision for contingencies and an appropriate reserve, and giving due consideration to any expected income and any surplus from the prior year's fund. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board. Any increase in excess of 10% over the prior year's Regular Assessment must be approved by a majority vote of the Association Members at an Annual Meeting for which a quorum is present in person or by proxy.

5.4 Special assessments. If the Regular Assessment is insufficient to cover expenses for any reason, a Special Assessment shall be made in such amounts as are necessary to cover the actual costs of services furnished and other authorized purposes of the Association and shall not exceed such costs. All special assessments must be approved by a majority vote of a quorum of Association Members present at an Annual or Special Meeting called for the purpose of approving such special assessment.

5.4.1 Notice and Quorum for Action Authorized under Article 5.4. Written notice of any meeting called for the purpose of taking any action authorized by Article 5.4 shall be sent to all members not less than seven (7) nor more than thirty (30) days in advance of such meeting.

5.5 Uniform Rate of Assessment.

(a) Both annual and special assessments must be a fixed uniform rate for all lots.

(b) Any resubdivison of a lot into two lots shall constitute an additional lot or lots upon which an assessment must be paid.

5.6 Collection of Annual Assessments. The Board of Directors of the Association shall fix the amount of annual assessments against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto no less than thirty (30) days prior to the due date. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer or representative of the Association setting forth whether the assessments against a specific lot have been paid.

5.7 Effect of Nonpayment of Assessments: Remedies of the Association.

Any lot owner / member who does not pay the assessment due on a lot within thirty (30) days after the due date (which shall be March 1 of each year unless otherwise differently set by the Board of Directors of Cross Mountain Ranch Homeowners Association, Inc. in the billings) shall be deemed in default and shall bear a late fee charge as specified in the Association Policy of Fees, Fines and Assessments, which additional charge is also a chargeable interest in the land if not paid. All lot owners owing assessments and penalties, if not paid by July 1 of such year, may have their property subjected to Notification of Lien for Non-Payment of Assessment filed with the Bexar County clerk by

the Association in the real property records, in which case the lot owners/members shall also be responsible for filing costs and any attorneys fees incident to the filing of such notification, as well as any costs incident to the removal or release of such lien if and when all assessments, any additional penalty assessments, and fees are paid in full. The Association may bring an action at law against the owner personally obligated to pay the same, and/or may foreclose the lien against the property. 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.

5.8 Subordination of Assessment Lien to First and Second Lien Mortgages.

The continuing lien provided for herein, and any filing of an assessment lien, has priority over any lot owner's homestead protection claim. The assessment lien provided for herein shall be subordinate to the lien of any first or second mortgage for purchase and/or home equity loans. A sale or transfer of any lot pursuant to a mortgage foreclosure of a mortgage lien prior to the date hereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer (although the lot owner remains personally liable for all such assessments, penalty assessments, and fees incurred during his or her ownership of such lot); no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.9 Fines and Damages Assessment.

5.9.1 Board Assessment. The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees pursuant to the Fees, Fines and Collection Policy adopted by the Board. Any fine and/or charge levied in accordance with this Section 5.9 will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

5.9.2 Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.1.2 of this Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Article 5.

ARTICLE 6
ARCHITECTURAL REVIEW COMMITTEE

6.1 The Architectural Review Committee (ARC) will be composed of 3-5 persons whose primary residences are in Cross Mountain Ranch, who will review proposed improvements submitted to the ARC. The ARC members are appointed by the Board of Directors as provided in the Bylaws.

6.2 Prior to the construction of any single family dwelling unit or other improvement as set forth above, a complete set of plans and specifications must be submitted for review and approval of the Architectural Review Committee, along with the submission of a fee payable to Cross Mountain Ranch Homeowners Association in the amount specified in the Association Policy of Fees, Fines & Collections. The plans and specifications of a dwelling must state the total living area available in each single family dwelling unit, exclusive of garages, porches, and breezeways. The plans and specifications of any other building or improvement must, to the extent practical, state the proposed size and dimensions on a plot demonstrating its proposed location relative to other improvements on the Lot, as well as all elevations, with reference where practical to front, side, and rear setback lines, and which shows all utility, drainage, and other easements affecting said Lot, as well as the colors and materials of the proposed improvement.

Failure to receive a response from the Architectural Review Committee within thirty (30) days from the date of submission/delivery will constitute approval of such plans and specifications subject to the restrictions as specified in Article 3.5.

6.3 Variances. Should any lot owner request a variance from the architectural guidelines and requirements set forth in this Declaration, such lot owner must clearly set forth in writing why such variance is sought, and the justification for why a variance should be granted based on the particular needs or peculiarities of the lot in question. No variance may be granted unless approved in writing by the combined Architectural Review and Restriction Committees.

ARTICLE 7
RESTRICTION COMMITTEE

7.1 The Restriction Committee (RC) will be composed of 3-5 persons whose primary residences are in Cross Mountain Ranch, and appointed by the Board of Directors as provided in the Bylaws. The RC is charged with investigation and evaluation of reports of deed restriction violations or written requests for a variance or temporary waiver from any restriction, and recommending remedial or enforcement actions for such violation to the Board.

7.2 Waivers. Should any lot owner request a waiver from any restriction or requirement set forth in this Declaration, such lot owner must clearly set forth in writing why such a waiver is sought, and the justification for why a waiver should be granted based on the particular needs of the situation in question. Any waiver granted for other than architectural requirements is temporary, and must specify a time limit on such waiver, approved in writing by the Restriction Committee.

7.3 In the event of any dispute involving the Restriction Committee or Architectural Review Committee's exercise of discretion, decisions by the Restriction Committee or Architectural Review Committee may be appealed in writing to the Board. The Board of Directors decision will be considered final.

7.4 To assist in attracting volunteer candidates to serve on these Committees without remuneration, under no circumstances shall an owner or occupier of a lot in the Subdivision, or anyone on their behalf, sue one or more individual members of the Restrictions Committee or Architectural Review Committee for any monetary damages in connection with their service or participation on either Committee, or alleged lack of sufficient or appropriate participation on the Restrictions Committee or Architectural Review Committee.

ARTICLE 8
DURATION AND AMENDMENT, AND MISCELLANEOUS

8.1 The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Restriction Committee or the owner of any lots subject to the restrictions in this declaration, and their respective legal representatives, heirs, successors and assigns. It is further expressly understood that the undersigned, the Restrictions Committee, or any one or more of the owners of properties in said subdivision shall have the right to enforce the restrictive covenants and use limitations herein provided for in said Subdivision by injunction in order to prevent a breach thereof or to enforce the observance of the Restrictions herein, which remedy however, shall not be exclusive and the undersigned, the Restrictions Committee or any other person or persons owning property in said subdivision injured by virtue of the breach of the restrictions and use limitations herein provided for on said subdivision shall accordingly have their remedy injunction and/or for the damages suffered by them as a result of any breach, and in connection therewith it is understood that in the event of a breach of these restrictions or use limitations by the owner of any lot or lots in said Subdivision it will be conclusively presumed that the other owners of lots in said subdivision have been injured thereby. If the Restrictions Committee declines to enforce what one or more lot owners feel is a breach of the restrictions against another lot owner and a complaining lot owner asserts a remedy against a lot owner in the Subdivision, as between the Restrictions Committee and such enforcing lot owner, it is understood that all expenses, attorneys fees and court costs incurred in connection with the enforcement of such restrictive covenants and use limitations shall be borne by the party or parties seeking to enforce the same; and that neither the original Declarant nor the Restrictions Committee nor the Association shall have any obligation to bear or reimburse such expense, although they may contribute such expense if they so desire.

8.2 The Restrictions Committee, Architectural Review Committee, or the Association to the extent it advances or incurs attorneys fees on behalf of the Restrictions Committee and/or Architectural

Review Committee, shall be entitled to recover its reasonable attorneys fees and costs of litigation in the event any relief is awarded against a homeowner in the Subdivision found to be in breach or non-compliance with the restrictions and use limitations herein, or against whom an injunction is obtained because of the threatened breach or non-compliance with the Restrictions as amended. Before any lot owner or anyone claiming by and through a lot owner in the Subdivision may bring suit against the Association, Architectural Review Committee, or Restrictions Committee, such complainant must first make demand for mediation and earnestly seek a mediation for at least 30 days as a condition precedent to initiating any litigation against either Committee or the Association. Further, if the Restrictions Committee, Architectural Review Committee and/or the Association is sued by one who is an owner or one claiming by and through an owner of a lot in the Subdivision, such claimant shall be responsible for all of the attorneys fees and litigation costs reasonably incurred by the Restrictions Committee, Architectural Review Committee, and/or Association should such claimant not substantially prevail in such litigation.

8.3 As set forth in the Prior Restrictions, the covenants, conditions and restrictions herein shall be effective for a term of thirty years from the date of the recording of the original restrictions, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years unless by a vote of fifty one (51%) of the owners of lots in such Subdivision (which election may be administered by the Association), with each lot in such Subdivision having one vote, taken prior to the expiration of said thirty-year period or of any current extended period, and filed for record in the Deed Records of Bexar County, Texas. It is agreed that these restrictive covenants and use limitations as amended shall not terminate as to the Subdivision unless the lot owners, by majority vote in an election administered by the Association, agree to terminate (effective at the end of the primary or any extended period).

8.4 The covenants, conditions and restrictions herein may be amended by a majority of the votes cast by members of the Association at meeting which a quorum is present, along with the approval of the Restrictions Committee of Cross Mountain Ranch.

8.5 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

These Restrictions are in addition to any and all present and future zoning ordinances, and subdivision restrictions of Bexar County or any other entity in which this Subdivision may become a part.

By their signatures below the President and Secretary of the Association certify that this Third Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Cross Mountain Ranch, Units I, II, III & IV was approved as described above.

EXECUTED this 28th day of October, 2019

CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC.

By: James Balentine, President

By: John Cairo, Secretary

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared James Balentine, acting on behalf of Cross Mountain Ranch Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 28th day of October, 2019.

Notary Public, State of Texas

MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/08/2021
ID# 131240227

STATE OF TEXAS §
§
COUNTY OF BEXAR §

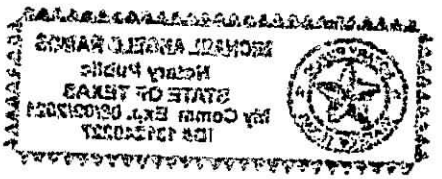
Before me, the undersigned notary public, on this day personally appeared John Cairo, acting on behalf of Cross Mountain Ranch Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me he executed it for the purposes and consideration expressed in it.

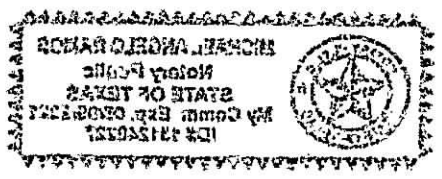
Given under my hand and seal of office the 28th day of October, 2019.

Notary Public, State of Texas

MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/08/2021
ID# 131240227

AFTER RECORDING RETURN TO:
Cross Mountain Ranch Homeowners Association, Inc.
c/o Professional Management Assist
5802 IH 10 West
San Antonio, TX 78201


MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/09/2027
ID# 131242027


MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06/09/2027
ID# 131242027



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File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK

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STATE OF TEXAS, COUNTY OF BEXAR

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