

AFFIDAVIT

Before me appeared Lisa Deering who deposed and stated:

"I am over the age of 18 and competent to make this affidavit.

"I have personal knowledge of the facts stated in this affidavit. I am Secretary of Bridgehaven Homeowners Association, Inc.

"The Bylaws of Bridgehaven Homeowners Association, Inc. attached as **EXHIBIT A** which were executed on October 7, 2019 are the true and correct Bylaws of Bridgehaven Homeowners Association, Inc."

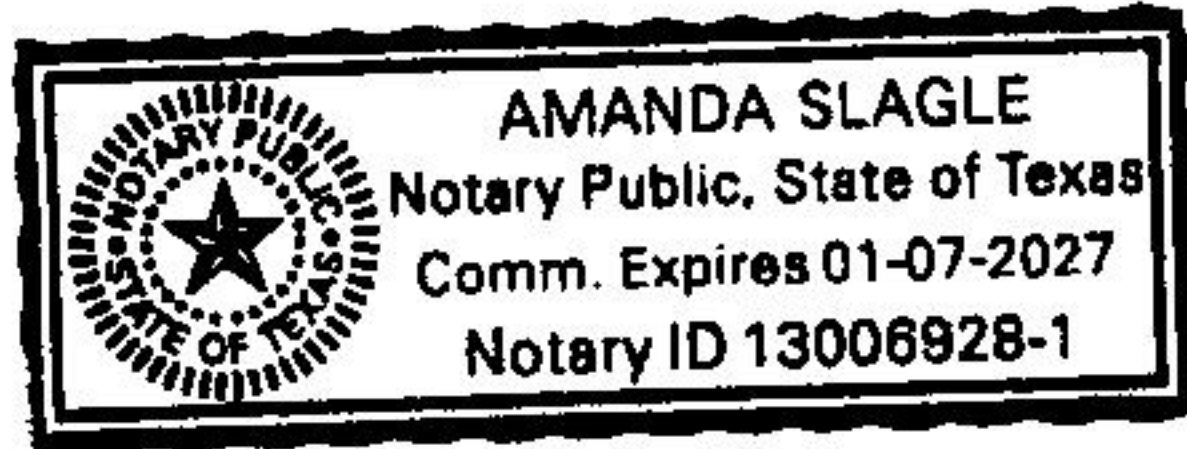
Further despondent sayeth naught.



Lisa Deering

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me on this day personally appeared, Lisa Deering, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and that the statements contained therein are true, correct, and complete.

Given under my hand and seal of office this 2nd day of February, 2023.




Notary Public, State of Texas
My commission expires: 1-7-27

**BYLAWS OF
BRIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

Section 1.1 Name. The name of the corporation is **BRIDGEHAVEN HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

Section 1.2 Location. The principal office of the Corporation shall be located at 9311 San Pedro, Suite 1440, San Antonio, Texas 78216, 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 the Bridgehaven Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, its successors and assigns.

Section 2.2. "Builder" or "Builders" shall mean ASHTON SAN ANTONIO RESIDENTIAL, LLC, a Texas limited liability company ("Ashton"), and M/I HOMES OF SAN ANTONIO, LLC, a Delaware limited liability company ("M/I"), and any other person or entity who purchases an unimproved Lot to construct a residence thereon.

Section 2.3. "Common Area" shall mean any part of the Property (i) not contained in a Lot to be sold under the contracts to Builders, (ii) listed as Common Area on the Common Area Designation on Exhibit "A" or the Plat, (iii) listed as open space on the Plat, or (iv) which may at any time be owned by the Association for the use and enjoyment of the Owners. The Common Area shall include, but not be limited to, the medians, entry signs, controlled access facilities, greenbelts, drainage ways, open space, tracts of land not suitable for the construction of a residence, and common landscaped areas situated upon any part of the Property which may be at any time owned by the Association or which serve the Property. The Common Area shall be and remain owned by the Association from time to time and maintained by the Association for the common use and enjoyment of the Owners, subject to the rights of the Association hereunder and in accordance with the Declaration.

Section 2.4. "Declarant" shall mean and refer to SAGE WESTERN BOUCHIE, LP (herein sometimes referred to as "Sage"), and its successors and assigns.

Section 2.5. "Lot" or "Lots" shall mean and refer to the plots of land shown as a Lot in the recorded Plat which are to be sold to the Builders and not a part of the Common Area or designated as open space on the Plat. Lots shall not include Lot 1, Block 1; Lot 6, Block 1; and Lot 1, Block 5 which are shown as lots on the Plat but are designated as open space, drainage easement, or Common Area and are not included within the definition of Lots.

Section 2.6. "Member" shall mean and refer to those persons entitled to membership as provided herein.

Section 2.7. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 2.8. "Plat" shall mean and refer to the Plat of the Property recorded on July 30, 2019 (the "Plat") at Document Numbers 20190147261 through 20190147264 in Plat Volume 20001, Page 1257 through 1260 of the Plat Records of Bexar County, Texas, and attached hereto as Exhibit "B".

Section 2.9. "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation in accordance herein.

Section 2.10. "Retaining Wall(s)" shall mean and refer to the retaining walls located as follows: (i) the lot lines between Lots 13 – 21, Block 8 and Lots 3 – 12, Block 8, and the south property line of Lot 13, Block 8; (ii) the lot lines between Lots 1-10, Block 9 and Lots 11 – 18, Block 9; (iii) the lot lines between Lots 1 – 14, Block 6 and Lots 21 – 32, Block 6; and (iv) the lot lines of Lot 25 – 30, Block 5 and any other retaining or landscape walls located on property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association, those lying within indicated public land, easements or rights-of-way, and as deemed appropriate by the Association. Any Retaining Wall erected or installed on any Lot shall be the property of the Owner of the Lot on which Retaining Wall is erected or installed subject to the rights of Declarant, the Association, and adjacent Owners as set forth herein and the Declaration.

Section 2.11. "Texas Residential Property Owners Protection Act" (or the "Act") refers to Texas Property Code Chapter 209, as same may be amended or repealed in whole or in part.

ARTICLE III MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of each class of membership.

Section 3.3 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 fifty (50) 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 3.4 Quorum. The presence at the meeting of Members entitled to cast (or of proxies entitled to cast) one-tenth (1/10) of the votes of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.5 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.

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**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1 Number. The affairs of this Association shall be managed by a Board of Directors of at least three (3), but not more than five (5) Directors who may or may not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. Notwithstanding the foregoing, until the election of Directors at the first annual meeting of the Members, the following three (3) initial Board of Directors appointed by Sage shall so serve: H.M. PALM, J.E. HARDEN, and LISA DEERING.

Section 4.2 Term of Office. At the first annual meeting of the Members, two (2) director's positions shall be and remain vacant and the Class B Member(s) shall elect three (3) directors for a term of one year, and at each annual meeting thereafter, the same procedure shall be followed until there are no longer any Class B Members(s). At such time the Class A Members shall elect the entire Board of Directors as follows: three (3) directors shall be elected for a term of one year each and two (2) directors shall be elected for a term of two (2) years each; thereafter, all directors shall be elected for a term of two (2) years each.

Section 4.3 Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. Notwithstanding the foregoing, any of the three (3) initial members of the Board of Directors may be removed at any time by a majority of the initial members of the Board of Directors, with or without cause, and without the consent or approval of any Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4.4 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 4.5 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 V
NOMINATION AND ELECTION OF DIRECTORS**

Section 5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more Members of each class of Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each 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 5.2 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.

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**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. 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 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 6.3 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 of Directors.

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

Section 7.1 Powers. The Board of Directors shall have power to:

(a) 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, including but not limited to, all powers necessary to carry out the duties of the Board of Directors as set forth herein or as may be delegated to the Board of Directors from time to time by the Members;

(b) 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;

(c) Employ independent contractors, or such other employees as they deem necessary, and to prescribe their duties; and

(d) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.

Section 7.2 Duties. It shall be the duty of the Board of Directors as they may in their discretion deem appropriate to:

(a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

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

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

(1) Fix the amount of the Annual Assessments against each Lot at least thirty

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(30) days in advance of each Annual Assessment period;

(2) Levy, manage, and collect all Assessments against each Lot;

(3) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each Assessment period; and

(4) Foreclose the lien against any property for which Assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(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 of Directors 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) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) Cause the Common Area and the Lots to be maintained;

(g) Enforce the covenants, restrictions and conditions contained in the Declaration;

(h) Cause audited or unaudited reports of the business affairs of the Association to be prepared from time to time; and

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

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.1 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 of Directors may, from time to time, by resolution, create.

Section 8.2 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 8.3 Term. The officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointments. The Board of Directors 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 of Directors may, from time to time, determine.

Section 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time, giving written notice to the Board of Directors, 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.

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Section 8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created, pursuant to Section 8.4 of this Article.

Section 8.8 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 of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notes, 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 of Directors.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notice of meetings of the Board of Directors 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 of Directors.

(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 and promissory notes of the Association; keep proper books of account; cause an unaudited or audited annual financial statement of the Association books to be prepared 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 IX BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. 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 X COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI ASSESSMENT

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As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) 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 attorneys' 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 XII
NO CORPORATE SEAL**

The Association shall not be required to have a seal for any purposes.

**ARTICLE XIII
AMENDMENTS**

Section 13.1. 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; provided, however, that so long as there is Class B membership, the approval of the Class B Member shall be required. So long as Federal Housing Administration ("FHA") or the Veterans Administration ("VA") have any interest in the Property, the approval of the VA and the FHA must be obtained for any amendments hereto.

Section 13.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the initial Directors of BRIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands on the 7 day of Oct, 2019.



H.M. PALM, Director



J. E. HARDEN, Director



LISA DEERING, Director

8/1/2019

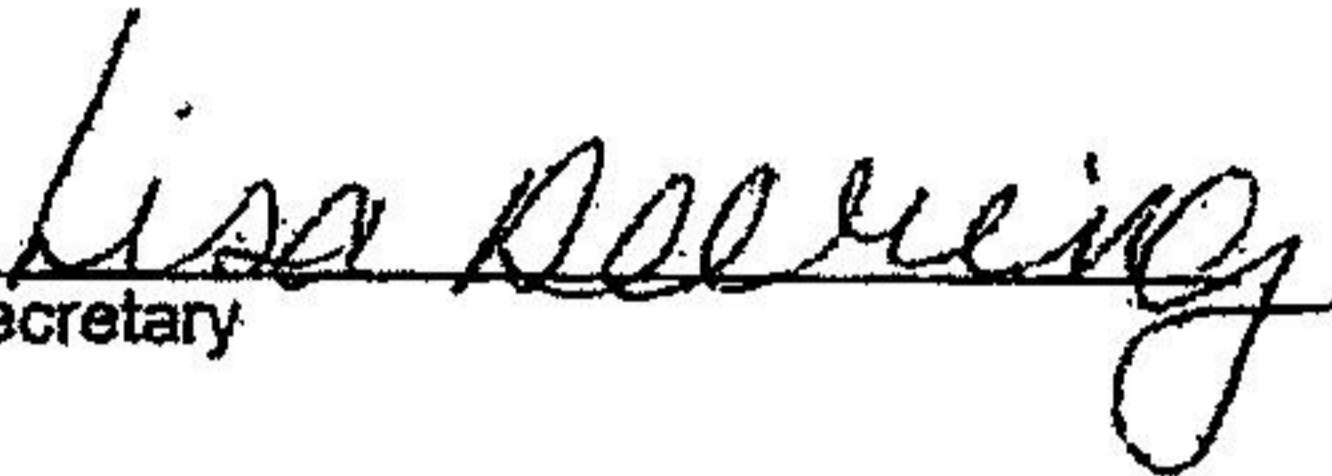
EXHIBIT A

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of BRIDGEHAVEN HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the initial Board of Directors thereof, held on the 2 day of OCT, 2019.


Secretary

8/1/2019

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Property Description

a 47.37 acres of land out of the Antonio Amador Survey No. 312, Abstract No. 1177, County Block 5070, Bexar County, Texas, and out of a 79.40 acre tract as recorded in Volume 12405, Page 473, of the Official Public Records of Bexar County, Texas, BRIDGEHAVEN – UNIT 1 SUBDIVISION, a subdivision in Bexar County, Texas, according to plat thereof recorded on July 30, 2019 at Document Numbers 20190147261 through 20190147264 in Plat Volume 20001, Page 1257 through 1260 of the Plat Records of Bexar County, Texas, Being Lots 2 thru 5, Block 1; Lots 1 thru 6, Block 2; Lots 1 thru 7, Block 3; Lots 1 thru 4, Block 4; Lots 1 thru 32, Block 6; Lots 1 thru 24, Block 7; Lots 1 thru 23, Block 8; Lots 1 thru 18, Block 9; Lots 1 thru 11, Block 10; Lots 25 thru 35, Block 5; BRIDGEHAVEN UNIT 1 (the "Subdivision").

Common Area Designation

The Common Area and facilities described below:

Lot 1, Block 5, Lot 1, Block 6; Lot 1, Block 1 as shown on the Plat; and medians, entry signs, controlled access facilities, greenbelts, open space, drainage ways and common landscaped areas situated upon any real property owned by the Association or which serve the Properties, including but not limited to the following: (i) esplanade at the entrance to the Subdivision; (ii) the trees, shrubs, and other landscaping and the primary and secondary signs at the entrance to the Subdivision; (iii) the greenbelt shown on the plat of the Subdivision; (iv) drainage and other easements and other landscaping which are within the Property from time to time but not located within any Lot designated on the Plat for single family residence; and (v) any other areas designated as open space or common area by the Declarant, the Association, or the Plat.



VG-76-2023-20230019827

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20230019827
Recorded Date: February 06, 2023
Recorded Time: 1:14 PM
Total Pages: 15
Total Fees: \$78.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
2/6/2023 1:14 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk