

STATE OF TEXAS §

COUNTY OF BEXAR §

**NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
CRIPPLE CREEK-MAINLAND HOMEOWNERS ASSOCIATION**

**Document reference.** Reference is hereby made to that certain Declaration of Cripple Creek-Mainland Subdivision, filed as Document No. 20050260246 in the Official Public Records of Bexar County, Texas (together with all subsequent amendments and supplemental documents thereto, the "Declaration").

The Declaration provides that owners of lots subject to the Declaration are automatically made members of the Cripple Creek-Mainland Homeowners Association (the "Association");

Section 202.006 of the Texas Property Code requires that a homeowners association record all dedicatory instruments in the county in which the related property is located; and

The Association desires to file of record its Articles of Incorporation and Bylaws, attached hereto as Exhibit "A" and Exhibit "B", respectively, in compliance with the cited statute;

Therefore, the Association does hereby file the attached dedicatory instruments of record to put members of the public on notice of their existence and substance.

**CRIPPLE CREEK-MAINLAND HOMEOWNERS ASSOCIATION**

By: Erin Finley  
Title: Attorney and authorized agent

Exhibit "A": Articles of Incorporation  
Exhibit "B": Bylaws

**Acknowledgement**

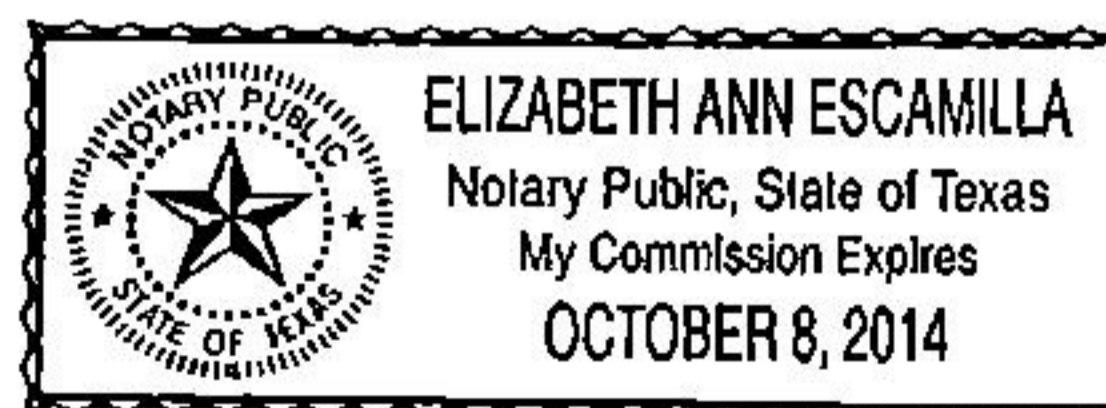
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was executed before me on the 15 day of January, 2014, by Erin Finley in the capacity stated above.

Elizabeth A. Escamilla  
Notary Public, State of Texas

**After recording, please return to:**  
Niemann & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701





EIN

20-3466773

Articles of Incorporation

of

Cripple Creek-Mainland Homeowners Association  
(A Non-Profit Corporation)

FILED  
In the Office of the  
Secretary of State of Texas

JUN 28 2005

Corporations Section

ARTICLE ONE

The name of the Corporation is Cripple Creek-Mainland Homeowners Association ("the Corporation").

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The Corporation is organized exclusively for operating an owners' association for a residential condominium.

ARTICLE FIVE

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

Paul Bishop  
131 Westwood Way  
San Antonio, Texas 78218

**ARTICLE SIX**

The number of initial Directors is three. The names and addresses of the initial directors are:

Paul Bishop  
131 Westwood Way  
San Antonio, Texas 78218

Laura Bishop  
131 Westwood Way  
San Antonio, Texas 78218

James E. Mahan  
7310 Robin Rest  
San Antonio, Texas 78209

**ARTICLE SEVEN**

The name and address of the Incorporator is:

Sharon M. Leal  
408 W. 17th Street, Suite 101  
Austin, Texas 78701-1207  
(512) 474-2002

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-eighth day of June, 2005.



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Sharon M. Leal, Incorporator



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**CRIPPLE CREEK-MAINLAND HOMEOWNERS  
ASSOCIATION  
A Texas Non-Profit Corporation**

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**RESTATED BYLAWS  
January 2011**

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## ARTICLE I.

### DEFINITIONS

*1.01 Definitions.* The following terms used in these Bylaws shall have the following meanings:

- a) "Act" shall mean the Texas Business Organizations Code.
- b) "Articles of Incorporation" shall mean the Articles of Incorporation of Cripple Creek-Mainland Homeowners Association as filed with the Secretary of State of Texas and as may be further amended from time to time.
- c) "Assessment" or "Assessments" shall collectively mean "Annual Assessments" and "Special Assessments" as those terms are defined in Article IV of the Declarations, Sections 4 and 5 respectively (Annual Assessments or Special Assessments may also be referred to individually in this Agreement bearing their definitions under the Declarations).
- d) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
- e) "Common Area" shall have the same meaning as that term is defined in the Declarations.
- f) "Community" shall mean the Cripple Creek Mainland Subdivision located in San Antonio, Bexar County, Texas as more particularly described in the Declarations.
- g) "Company" or "Association" shall refer to Cripple Creek-Mainland Homeowners Association.
- h) "Declarations" shall mean that certain Declaration of Cripple Creek Mainland Subdivision filed for record by declarant Cripple Creek, L.P. on November 7, 2005 in Book 11753, Pages 1348-1361 of the Official Public Records of Bexar County, Texas, as amended via an Amendment to the Declaration of Cripple Creek-Mainland Subdivision filed for record by declarant Cripple Creek, L.P. on August 29, 2006 in Book 12354 at Page 2458 of the Official Public Records of Bexar County, Texas.
- i) "Electronic Transmission" is defined in the remainder of this Agreement.
- j) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.
- k) "Lot" shall have the same meaning as that term is defined in the Declarations.
- l) "Majority Interest" shall mean one or more Voting Interests of Members which in the aggregate meet or exceed fifty-one percent (51%) of all Percentage Interests.

m) "Majority Vote" means the approval, through documented written consent or agreement, or after a Vote conducted in accordance with these Bylaws, of those Members forming a quorum who have collective Percentage Interests of at least fifty-one percent (51%).

n) "Director" shall mean one or more Directors as additionally defined in subsequent provisions of this Agreement. References to the Director in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference as the case may be.

o) "Member" shall mean an Owner, subject to the additional definitions and restrictions outlined in the remainder of this Agreement.

p) "Owner" shall have the same meaning as that term is defined in the Declarations provided, however, that an Entity may be an Owner if not otherwise prohibited by the Declarations.

q) "Regulations" or "Bylaws" shall mean these Bylaws as originally adopted and as amended from time to time.

r) "Percentage Interest" shall mean that percentage reflected by a Member's Lot when divided by the total number of Member owned Lots in the Community.

s) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and permitted assigns of such "Person" where the context so permits.

t) "Proxy" shall bear the meaning set forth in the Act.

u) "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Directors for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Association's business and to repair and replace the Common Area.

v) "Supermajority Interest" shall mean one or more Voting Interests of Members which in the aggregate meet or exceed sixty-seven (67%) of all Percentage Interests.

w) "Supermajority Vote" means the approval, through documented written consent or agreement, or after a Vote conducted in accordance with these Bylaws or the Act, of those Members forming a quorum who have collective Percentage Interests of at least sixty-seven percent (67%).

x) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

y) "Vote" means:

EIN

20-3466773

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Articles of Incorporation

of

Cripple Creek-Mainland Homeowners Association  
(A Non-Profit Corporation)

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**SECTION ONE: ARTICLES AND BYLAWS**  
**CONTENTS**

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- I. CERTIFICATE OF INCORPORATION  
ARTICLES OF INCORPORATION
- II. INITIAL BYLAWS
- III. CHANGE OF REGISTERED AGENT

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**CRIPPLE CREEK-MAINLAND HOMEOWNERS  
ASSOCIATION**  
A Texas Non-Profit Corporation

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**RESTATED BYLAWS**  
January 2011

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- s) "Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and permitted assigns of such "Person" where the context so permits.
- t) "Proxy" shall bear the meaning set forth in the Act.
- u) "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Directors for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Association's business and to repair and replace the Common Area.
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- w) "Supermajority Vote" means the approval, through documented written consent or agreement, or after a Vote conducted in accordance with these Bylaws or the Act, of those Members forming a quorum who have collective Percentage Interests of at least sixty-seven percent (67%).
- x) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.
- y) "Vote" means:



1. a written consent or approval in accordance with the Act;
2. an Electronic Transmission constituting a written consent or approval;
3. a ballot cast at a Meeting; or
4. a voice vote.

z) "Voting Interest" means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Association provided under the Act, except as limited by the provisions of these Bylaws and the Declarations. In accordance with these Bylaws and the Declarations, a Member may lose the right to participate in a Vote if that Member fails to timely pay Assessments when due or if that Member fails to abide by Community rules and regulations under the Declarations.

## ARTICLE II. COMPANY NAME AND PURPOSE

*2.01 Articles of Incorporation and Name.* The Association is duly organized under the laws of the State of Texas in accordance with the Act and previously filed the Articles of Incorporation. The name of the Association is Cripple Creek-Mainland Homeowners Association and all business conducted by the Association shall be in this name. The Association is a domestic, non-profit Corporation as that term is defined and regulated by the Act.

*2.02 Purpose.* The company's purpose is to act as a property-owners/homeowners association for the purposes of governing and maintaining the Community and enforcing the Declarations.

*2.03 Principal Place of Business.* The Association's principal business office shall be located at within the City of San Antonio, Texas at such place or places of business and registered office at any other place or places the Directors deem advisable.

*2.04 Registered Office/Registered Agent.* The Association's registered office shall be at 12002 Bandera Road, Suite 102, Helotes, TX 78023 and the name of its registered agent shall be Law Offices of Victor W. Luke, APLC. The registered office and registered agent may be changed by filing the address of the new registered office and/or the name of the new registered agent with the Texas Secretary of State, pursuant to the Act. The Association shall maintain such records as required by the Act at its registered office or such other office designated by the Association. The Registered Agent has consented to serve.

*2.05 Term.* The term of the Association is perpetual unless the Association is earlier dissolved in accordance with either the provisions of these Bylaws or the Act.

## ARTICLE III. DIRECTORS

*3.01 Oversight.* The business and affairs of the Association and conservatorship required under the Declarations shall be managed and overseen by the Association's Directors. Unless otherwise prohibited by the Declarations or Act, the Board of Directors shall have the power and authority to:

- a. administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declarations and these By-Laws;
- b. establish, make and enforce compliance with rules, conditions, restrictions, limitations and all other provisions necessary for the orderly operation, use and maintenance of the Common Area;
- c. enter into an agreement for the provision of services of a person or firm to manage all or a part of the Association, provided that any such agreement must be terminable at will by the Association for cause and terminable without cause on not less than sixty (60) days written notice;
- d. engage the services of personnel as the Board determines necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a management company;
- e. obtain and pay for any materials, supplies, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Declaration or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Declarations;
- f. execute all declarations of ownership for tax purposes with regard to any of the Common Area owned by the Association;
- g. fix and collect the amount of Annual Assessments and to raise the amount of Annual Assessments up to fifteen percent (15%) per annum after appropriate notice unless a greater amount is required for compliance with a Water Pollution Abatement Plan for the Community or a greater amount, after appropriate notice, is approved by Majority Vote;
- h. as the need may arise, determine and levy a Special Assessment against each Lot for expenses over and above Annual Assessments if approved by Majority Vote after appropriate notice;
- i. establish and maintain reserve funds for Common Area and Common Maintenance Area replacements and maintenance in accordance with such budgets as may be adopted from time to time by the Board;
- j. protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- k. upon ten (10) days notice to the Members, make reasonable rules and regulations regarding the use and operation of the Common Areas and to establish penalties for the infraction thereof;
- l. adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in accordance with the Declarations;
- m. enforce the provisions of the Declaration and any rules made and to enjoin and seek damages and impose and collect fines from any Member for violation of such provisions or rules in accordance with the terms of the Declarations;
- n. appoint committees as deemed necessary or desirable for the handling of certain specific functions of the Association;
- o. exercise and fulfill all other powers and duties granted or assigned to the Association and/or the Board pursuant to the Declarations; and
- p. enter into contracts, maintain one or more bank accounts, and generally, to have all the powers necessary or incidental to the operation and management of the Association.



*3.02 Election of Directors.* Elections of Directors shall occur at the annual meeting of the Association, regular meetings of the Members, or at any special meeting of the Members and nominations shall come from the Members at or in advance of such meeting. A Member cannot be nominated as a Director if that Member has delinquent Assessments or fees owed to the Association and no more than one Member from a given Lot may be nominated to serve on the Board of Directors at the same time. Directors shall be elected for two (2) year terms or until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. Member voting on Directors shall be by plurality vote with each individual candidate receiving the largest number of votes winning his/her election regardless of whether that candidate ultimately received less than a Majority Interest.

*3.03 Manner of Acting.* Each Director shall have one vote. The affirmative vote of a majority of all Directors (fifty one percent [51%]) shall constitute the act of the Directors. Abstentions and refusals to act upon any measure shall be considered as a vote in favor of the proposed measure. A Director shall be deemed to have abstained whenever a response by said Director shall not have been received by five (5) days within the time specified in these Bylaws or in the notice for the response, whichever is applicable. An unresolved dispute amongst Directors (that is, deadlock on a particular issue or matter) may be considered a fundamental decision requiring Member approval and may be submitted to the Members for resolution and approval by Majority Vote.

*3.04 Qualification; Number of Directors.* The Association shall have four (4) Directors as of the date of execution of these Bylaws and there shall at all times be a minimum of three (3) Directors unless a lower number is permitted by the Act. Additional Directors may be elected by Supermajority Vote provided that the total number of Directors shall not exceed nine (9). Directors must be Members, but no more than one Member from a given Lot may serve on the Board of Directors at the same time. The total number of Directors may also be decreased by Supermajority Vote, but a reduction in the total number of Directors shall not shorten the term of an incumbent Director.

*3.05 Resignations.* Any Director of the Association may resign at any time by giving written or electronic notice to the other Directors of the Association. The resignation of any Director shall take effect upon receipt or at such later date specified in such notice and, unless otherwise specified in the notice, the acceptance of that resignation shall not be necessary to make it effective. A resignation shall not affect the Director's rights as a Member.

*3.06 Removal.* At a meeting called expressly for that purpose, all or any lesser number of Directors may be removed at any time, with or without cause, by Majority Vote. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard by the Members at that meeting prior to a vote for his/her removal. The removal of a Director who is also a Member shall not affect the Director's rights as a Member.

*3.07 Vacancies.* Any vacancy occurring for any reason in the number of Directors of the Association may be filled by a vote of the remaining Directors regardless of whether the remaining Directors would not constitute a Quorum under Section 3.11 of this Agreement. Alternatively, a new Director may be elected by Majority Vote. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until the expiration of such term and until his or her successor shall be elected and qualified or until his or her earlier death, resignation or removal. Any Director's positions to be filled by reason of an increase in the number of Directors shall be filled by election at a meeting of Members called for that purpose or by the

Members' written consent. A Director chosen to fill a position resulting from an increase in the number of Directors shall hold office for a two (2) year term or until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

*3.08 Director Liability.* No Director of the Association shall be liable to the Association or its Members for any monetary or other damages for an act or omission in the Director's capacity as a Director, except for liability of a Director for i) a breach of the duty of good faith; ii) a breach of the duty to act with ordinary care; and iii) for acting in a manner that the Director knew or should have known was not in the best interests of the Association. Directors who vote for or assent to a distribution of assets other than in payment of the Association's debts, when the Association is insolvent or when distribution would render the Association insolvent, or during the liquidation of the Association, without the payment and discharge of or making adequate provisions for any known debt, obligation, or liability of the Association, are jointly and severally liable to the Association for the value of the assets distributed, to the extent that the debt, obligation, or liability is not paid and discharged. A Director is not liable in voting for or assenting to such a distribution if: i) the Director relied in good faith and with ordinary care on information or an opinion, report, or statement in accordance with the Act or on the written opinion of an attorney for the Association; ii) acting in good faith and with ordinary care, the Director considered the assets of the Association to be at least equal to their book value; or iii) if in determining whether the Association made adequate provision for the discharge of all its liabilities and obligations as provided in the Act, the Director relied in good faith and with ordinary care on financial statements of, or other information concerning, a person who was or became contractually obligated to discharge some or all of those liabilities or obligations.

A Director of the Association shall not be considered to have the duties of a trustee with the Association or with respect to property held or administered by the Association, including property subject to restrictions imposed by the donor or transferor of the property.

If the Act or other applicable law is amended to authorize action further eliminating or limiting the liability of the Directors, then the liability of each Director of the Association shall be eliminated or limited to the fullest extent permitted by the Act or other applicable law, as so amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a Director existing prior to or at the time of such repeal or modification and such repeal or modification shall apply prospectively only.

*3.09 Directors Have No Express Duty to Association.* A Director shall not be required to manage the Association as his or her sole and exclusive function and he or she may have other business interests and engage in activities in addition to those relating to the Association.



*10 Directors' Meetings.* Directors' meetings, regular or special, may be held either within or outside of the State of Texas but should preferably be held within the Community or City of San Antonio, Texas. Directors may participate in such meetings in person or by use of telephone equipment or other electronic means allowing for confirmation of presence/attendance of the Director (including electronic or online instant messaging services, software, or "chat rooms"). An annual meeting of the Directors may be held, and if held, shall be at such time and place as determined by the Directors. Additional or special meetings of the Directors shall be held whenever requested to do so by any Director or the President by providing ten (10) days electronic (via electronic mail or such other electronic notice that a Director has consented to) or written notice stating the date, time,

place and purpose of the meeting. If all of the Directors execute a waiver of notice of the meeting, no notice shall be required, and said waivers may be initiated, confirmed, and executed via electronic mail messages or social networking site messaging originating from the Director wishing to waive notice. Attendance of Directors at any meeting shall constitute a waiver of notice of such meeting, except where the Directors attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Meetings of the Directors may be open to the attendance of Members, but a Member who is not a Director cannot participate in any deliberation or discussion unless expressly authorized by a majority of the Directors present at the meeting. The Directors may also reserve the right to hold a meeting (regular or special) in closed session, especially including but not limited to meetings involving litigation, contract negotiations, enforcement actions, or other business of a confidential nature. Whenever new Directors are elected, an initial organizational meeting must be held with/for the new slate of Directors within forty five (45) days of the election.



*Quorum.* Sixty-six percent (66%) of Directors shall constitute a quorum for the transaction of business at all meetings of the Directors. If there is no quorum at a meeting of the Directors, then the meeting shall adjourn and a new notice be sent for a new meeting. If there is no quorum present at the successor meeting, then fifty-one percent (51%) of Directors shall constitute a quorum for the successor meeting (in no instance shall less than a majority of Directors overall constitute a quorum). Notwithstanding this Article 3.11, the Directors may act by a writing signed by: one hundred percent (100%) of the Directors; or fifty-one percent (51%) of the Directors provided that that the amount/number of Directors required for a quorum under these Bylaws receive notice of the act five (5) days prior to its execution.

*3.12 Proxy Voting.* Directors may vote by Proxy executed in writing by the Director or by a duly authorized attorney-in-fact. Proxies shall expire upon the sooner of: the expiration date stated in the proxy; the maximum length of time for a proxy permitted under the Act; or three (3) months from the date of execution. A proxy is revocable unless otherwise provided by the proxy or made irrevocable by law. A Director's presence by Proxy shall NOT count toward establishing a quorum unless otherwise permitted by the Act.

*3.13 Management Committees.* The Directors may designate one or more Management Committees to assist in the exercise of the management and business affairs of the Association, subject to the limitations set forth in the Articles of Incorporation, Act, and all amendments thereto. Any such Management Committee shall have and may exercise, subject to the control of the Directors, such powers and duties as prescribed and authorized by the Directors. Each such Management Committee shall utilize the following minimum requirements (along with other requirements established by the Directors):

a) Each Management Committee shall be comprised of at least two (2) Members chosen by the Directors, provided that a majority of the Management Committee consists of Directors. A Director must serve as the presiding chairman of the Management Committee.

b) Members of a Management Committee may be removed by the Director-chair, whenever in his/her judgment the best interests of the Association will be served thereby.

c) The designation of one or more committees and the delegation of authority to any such committee shall not operate to relieve the Directors of any responsibility imposed by this Agreement or by law. Conversely, by serving on the Management Committee, a Management Committee member who is not a Director has the same responsibility as a Director would have to the Association.

*3.14 Board Committees.* The Board of Directors may designate and appoint one or more committees comprised of Members for advisory or other purposes provided that such committees shall NOT have the authority of the Board of Directors in the management of the Association.

*3.15 Loans to Directors Prohibited.* The Association may not make a loan to a Director. Any Director who votes for or assents to the making of a loan to a Director, and any officer who participates in making the loan, are jointly and severally liable to the Association for the amount of the loan until the loan is repaid.


*3.16 Compensation.* The Directors shall not receive salaries for their services. Actual, reasonable attendance expenses (if any) may be paid to the Directors for attendance of each Directors' meeting if approved by a resolution of the Directors.

*3.17 Contracts or Transactions Involving Interested Directors, Officers and Members.* No contract or other transaction between the Association and one or more of its Directors, Officers, or Members or between the Association and another Entity or other organization of which one or more of the Directors, Officers, or Members has a financial interest or is a managerial official or a member, shall be invalid solely because of such relationship, or solely because such Directors, Officers, or Members is present at or participates in the meeting of the Directors or committee thereof which authorizes the contract or other transactions or solely because his or their votes are counted for such purpose if: i) the material facts as to his relationship or interest and as to the contract or other transaction are known or disclosed to the Directors, and such Directors in good faith and with ordinary care authorize the contract or other transaction by the affirmative vote of a majority of the disinterested Directors even though the disinterested Directors be less than a quorum of Directors; or ii) the Members are entitled to vote on the authorization of the contract or transaction, and the contract or transaction is specifically approved in good faith and with ordinary care by Majority Vote; or iii.) the contract or transaction is fair to the Association when the contract or transaction is authorized, approved, or ratified by the Board of Directors, a committee of the Board of Directors, or the Members. Common or interested Directors or Members of the Association may be included in determining the presence of a quorum for the purposes of conducting the meeting for authorization of said contract or transaction.

*3.18 Checks.* The Directors shall, from time to time, determine and dictate which individuals will have signatory authority for the Association on checks and drafts whether those individuals are Officers of the Association or not.

*3.19 Committee Appeals.* A Member directly affected by a Board Committee or Management Committee decision may appeal that decision in writing to the Board of Directors and must do so within thirty (30) days after the Member receives notice of that decision. The Board of Directors must respond in writing within thirty (30) days of that decision with the Board's decision to either uphold, modify, or overturn the committee's decision. The Board's ruling will be final.

## ARTICLE IV. OFFICERS

4.01  *Officers.* The Association shall have officers which may include a President, a Vice President, a Secretary, and a Treasurer. One person may hold any two or more offices, excluding President and Secretary, but no more than one Member owning a given Lot may serve - or be nominated for appointment as - an officer at the same time. Officers must be Members of the Association. All officers shall be elected annually by the Directors for a term of one (1) year each. The duties of the officers are as follows:

a) *President.* Subject to such supervisory powers of the Directors, the President shall also be the Chief Executive Officer of the Association and shall, subject to the control of the Directors, have general supervision, direction, and control of the business and officers of the Association. The President shall have the general powers and duties of management usually vested in the office of President of an Association; shall have such other powers and duties as may be prescribed by the Directors, or the Bylaws; and shall be *ex officio* Member of all Directors' committees. In addition, the President shall preside at all meetings of the Members and all meetings of the Directors and shall represent the Association at all outside business meetings. The President shall also sign and execute deeds, contracts, and any other instruments previously approved by the Board of Directors unless the Board designates another Association officer to act as a signatory for a specific document or transaction.

b) *Vice President.* The Vice President shall have such powers and perform such duties as from time to time may be prescribed by the Bylaws, by the Directors or by the President. In the absence or disability of the President, the Vice President, if any, shall perform all the duties of the President, pending action by the Directors. When so acting, such Vice President shall have all the powers of, and be subject to all the restrictions on, the President.

c) *Secretary.* The Secretary shall: i) see that all notices are duly given in accordance with the provisions of the Bylaws and as required by law (except that, in the absence or disability of the Secretary, or the Secretary's refusal or neglect to act, notice may be given and served by an Assistant Secretary, the President, any Vice President, or by the Directors); ii) keep the minutes of Association meetings and the corporate record book; iii) maintain, in the Association's corporate record book, a register of all Members and their respective physical and/or electronic addresses for notice; iv) be custodian of the Association's records and of any seal which the Association may from time to time adopt; and v) in general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by the Bylaws, the Directors or by the President. Where necessary, the Secretary shall also execute such documents that require a second signature unless another officer is designated by the Board of Directors for this purpose.

d) *Treasurer.* The Treasurer shall: i) have charge and custody of, and be responsible for, all funds of the Association and deposit all funds in the name of the Association in those banks, trust companies, or other depositories that shall be selected by the Directors; ii) receive, and give receipt for, monies due and payable to the Association; iii) disburse or cause to be disbursed the funds of the Association as may be directed by the Directors, taking proper vouchers for those disbursements; and iv) in general, perform all

the duties incident to the office and such other duties as from time to time may be assigned to the Treasurer by the Bylaws, by the President, or by the Directors.

e) Notwithstanding any other provision in these Bylaws, no officer may act or take any actions that the Directors would not be permitted to do under the terms of these Bylaws or without the approval of the Members.

f) The Directors may establish additional officer positions beyond those of President, Vice President, Treasurer and Secretary by a majority vote of Directors provided that the Directors specifically outline the duties of that officer and those duties are sufficiently distinct from or supportive of the President, Vice President, Treasurer, and/or Secretary.

4.02 *Removal and Resignation of Officers.* Any officer may be removed, either with or without cause, by vote of the Directors at any meeting of the Directors. Such removal shall be without prejudice to the contract rights, if any, of the person removed. The election or appointment of an officer shall not of itself create any contract rights. Any officer may resign at any time by giving written or electronic notice to the Directors, the President, or the Secretary of the Association. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of that resignation shall not be necessary to make it effective.

4.03 *Vacancies.* Upon the occasion of any vacancy occurring in any office of the Association, by reason of death, resignation, removal, or otherwise, the Directors may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

4.04 *Compensation.* Officers shall not be compensated but may, by resolution of the Board of Directors, be reimbursed for actual, reasonable expenses incurred in performing Association business.

## ARTICLE V. MEMBERSHIP

5.01 *Members.* An Owner is automatically a Member, and the mere acquisition, lease or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, approved, ratified and will be complied with by such Persons. Subject to these Bylaws, and except where otherwise provided in this these Bylaws or Exhibits attached hereto, each Member shall have equal rights regarding voting and the governance of the Association. In matters subject to a vote of the Members, each Lot will receive one (1) vote which may be cast by a Member-Owner of that Lot. Cumulative voting is not permitted. Membership interests in the Association are not transferable or assignable. Where a Lot is owned by multiple Members, the single vote assigned to that Lot may be cast as those Member-Owners agree, but in no event shall that single vote be split on any matter subject to a Vote nor shall that Lot have more than one (1) Vote.

5.02 *Termination.* A Member shall automatically cease to be Member once that Member is no longer an Owner. Loss of Membership status does not relieve the former Member from his or her prior existing obligation to pay any dues, assessments, or other charges accrued and unpaid.

5.03 *Action Against Delinquent Members.* If a Member becomes delinquent by failing to abide by the restrictive covenants filed for the Cripple Creek Community, the Association may, at its discretion, take immediate action against said delinquent Member consistent with the Declarations and Texas law. A Member who is delinquent in paying Assessments shall not be entitled to Vote, and may lose that Member's rights to use the Common Area, until those arrears are remedied. A Member who violates the rules and regulations promulgated by the Board of Directors may have his or her rights to use the Common Area suspended for up to sixty (60) days.

5.04 *Limitations.* Each Member's liability shall be limited as set forth in these Bylaws, the Act, the judicial decisions of the State of Texas, and other applicable law. The obligation of a Member to pay Assessments is based upon the Association's budget but is separate and distinct from the Association's duty to repair or maintain the Common Area. The payment of Assessments shall not guarantee a Member's safety or security in the Common Area or Community, nor shall a Member's payment give rise to any special obligation for the Association to secure or patrol the Common Area.

5.05 *Association Books.* The Directors shall maintain and preserve, during the term of the Association, such records and documents which the Directors, in their discretion, deem appropriate.

## ARTICLE VI. MEETINGS OF MEMBERS

6.01 *Annual Meetings.* An annual meeting of the Members of the Association for the transaction of such business as may properly come before the meeting shall be held at such time and date as shall be designated by the Directors from time to time and stated in the notice of the meeting. Such annual meeting must be called in the same manner as provided in these Bylaws for special meetings of the Members, except that the purposes of such meeting need be enumerated in the notice of such meeting only to the extent required by the Declarations or by law in the case of annual meetings. If the Directors fail to call an annual meeting, any Member may demand that an annual meeting be held within a reasonable time by submitting the demand in writing, by certified mail, to an officer of the Association. However, the failure to hold an annual meeting shall not result in the winding up or termination of the Association.

6.02 *Special Meetings.* Special meetings of the Members may be called by the president, Directors, by members of the Association having not less than one-tenth of the votes entitled to be cast at the meeting, or other officers or persons as provided by the Articles of Incorporation or Bylaws of the corporation. Business transacted at all special meetings shall be confined to the purposes stated in the notice.


6.03 *Place of Meetings.* Member meetings may be held either within or outside of the State of Texas but should preferably be held within the Community or City of San Antonio, Texas. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Association.

6.04 *Notice of Meetings.* Except as otherwise provided here, in the Declarations, or required by the Act, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Director or

Member or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered three (3) calendar days after being deposited in the United States mail via certified mail, addressed to the Member at its address as it appears on the books of the Association. Notice of any such meeting may also be delivered electronically via electronic mail or by electronic social networking messaging as long as the electronic notice otherwise complies with the requirements provided in these Bylaws. Absent sooner confirmation of receipt by the intended recipient, electronic mail shall be deemed to have been delivered one (1) day after it has been electronically transmitted to the Member's electronic mail address on file in the books of the Association.

6.05 *Meetings of All Members.* If all of the Members shall meet at any time and place, either within or outside of the State of Texas, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.


6.06 *Record Date.* For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is sent shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this paragraph, such determination shall apply to any adjournment thereof.

 *Quorum.* Members holding thirty (30) percent of all Voting Interests represented in person or by Proxy shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, the Members may generally discuss business but cannot Vote or transact management affairs and the meeting must be adjourned and reset for a date in the future, not to exceed sixty (60) days of the date of the originally proposed meeting. A notice of the adjourned meeting and new, reset meeting date shall be given to each Member of record entitled to vote at the meeting no less than fifteen (15) days prior to the reset meeting. At such reset meeting, the Members present in person or by Proxy shall constitute a quorum and any business may be voted upon and transacted which might have been voted upon or transacted at the meeting as originally noticed. The Members present at a duly organized meeting where a quorum was established may continue to transact business until adjournment despite the withdrawal during such meeting of Members whose absence would cause less than a quorum.

6.08 *Manner of Acting.* The Members act by Majority Vote unless the vote of a greater or lesser proportion or number is otherwise required by the Act, Declarations, Articles of Incorporation, or these Bylaws.


6.09 *Order of Business.* The order of business at all Member meetings shall be as follows:

- a. Proof of notice of the meeting;
- b. Reports of the Directors, Officers, and any committees;
- c. Elections of Directors, if applicable;
- d. Old business;
- e. New business;
- f. Adjournment.

 *No Voting Trusts; Proxies.* Voting trusts are not permitted. At all meetings of Members, a Member may vote in person or by Proxy executed in writing by the Member or by a duly authorized attorney-in-fact provided that the attorney-in-fact or other individual authorized to act as Proxy is a fellow Member of the Association. Such Proxy shall be filed with the Director of the Association before or at the time of the meeting. No Proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the Proxy.

6.11 *Action by Members without A Meeting.* Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by a sufficient percentage of Members, as provided in these Bylaws, in written consents describing the action taken, signed by each Member entitled to vote and delivered to the Directors of the Association for inclusion in the minutes or for filing with the Association records. Action taken under this Article is effective when a sufficient percentage of Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.12 *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. A Member may submit a waiver of notice electronically to the Association by electronic mail.

 *Assessment Meetings.* Any meeting of Members called for the purpose of increasing an Annual Assessment for more than fifteen percent (15%) annually or for the levy of a Special Assessment shall require: i) written notice to each Member entitled to vote not less than thirty (30) days and not more than sixty (60) days prior to the date set for the meeting; and ii) approval of the Assessment by Majority Vote.

## ARTICLE VII. BUDGET, TAX MATTERS, AND REPORTS

7.01 *Dividends; Filing of Applicable Documents.* No dividends shall be declared for any reason in accordance with the Act. The Board of Directors shall cause to be filed with all applicable government agencies such certificates, reports and other paperwork as necessary to assure that the Association, to the maximum extent possible, retains its status as a Texas non-profit corporation operating exclusively as a homeowners association within the meaning of Section 528 of the Code and applicable Treasury Regulations.

7.02 *Budget and Reserves.* The Directors must establish an annual budget for the regular maintenance of the Common Area, taxes, insurance, and other expenses of the Association and must establish and maintain adequate Reserves.

7.03 *Accounting Principles.* The accounting methods of the Association shall be determined in accordance with such accounting principles and such method of accounting as the Directors deem appropriate and that are consistent with the Association's purpose and non-profit status.

7.04 *Accounting Period.* The Association's accounting period shall be determined by the Board of Directors ("Fiscal Year").

7.05 *Records, Audits and Reports.* At the expense of the Association, the Directors shall maintain records and accounts of the operations and expenditures of the Association.

7.06 *Returns and Other Elections.* The Directors – or Officers by delegation - shall cause the preparation and timely filing of all reports or returns required to be filed by the Association pursuant to the Code or other law. Copies of such returns, or pertinent information therefrom, shall be made available to the Members for inspection and review within a reasonable time after the end of the Association's Fiscal Year upon any Members' written request.

7.07 *Membership Register.* The Association shall keep a membership register detailing the names, addresses, date of initiation, and date of termination of each Member in the Association. The aforementioned data may be kept on any information storage device, such as electronic processing equipment, provided that the equipment is capable of reproducing the stored information in a clearly legible form for the purpose of inspection by any Member, Director, officer, or agent of the Association during regular business hours. If deemed advisable by the Board, the Association may procure certificates evidencing Membership in such format consistent with the Act and approved by the Board.

## ARTICLE VIII. INDEMNIFICATION AND INSURANCE

8.01 *Indemnification of Directors and Officers.* The Directors shall authorize the Association to pay or reimburse any present or former Director or Officer of the Association any costs or expenses actually and necessarily incurred (including, but without limitation, judgments, penalties [including excise and similar taxes], fines, settlements, costs and reasonable attorneys' fees) by that Director or Officer in any action, suit, or proceeding to which the Director or Officer is made a party by reason of holding that position, provided, however, that no Director or Officer shall receive such indemnification if finally adjudicated therein to be liable for gross negligence or misconduct in office. This indemnification shall be extended to good-faith expenditures incurred in anticipation of threatened or proposed litigation. The Director may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceeding, whether formally instituted or not. Additionally, the Director may, at her discretion pay any of the costs incurred during the pendency of any action, suit, or proceeding; provided that should the Director or Officer be finally adjudicated as liable for any gross negligence or misconduct in office, any sums previously paid on behalf of said Director or Officer shall be immediately repaid to the Association.

8.02 *Liability Insurance.* The Association may purchase and maintain insurance on behalf of any Director, Officer, employee, or agent of the Association, or on behalf of any person serving at the request of the Association as a Director, Officer, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against that person and incurred by that person in any such corporation, whether or not the Association has the power to indemnify that person against liability for any of those acts.

## ARTICLE IX. GENERAL PROVISIONS

9.01 *Notices.* Unless otherwise prohibited by the Act, any notice, payment, demand, or communication required or permitted to be given by any provision of these Bylaws shall be in

writing and shall be deemed to have been delivered, given and received for all purposes i) if delivered personally to the Party to whom the same is directed, or ii) is sent by registered or certified mail, postage and charges prepaid, addressed as follows: if to the Association, to the Association at the address set forth in Article 2.03 hereof, or to such other address as the Association may from time to time specify by notice to the Members; if to Director, to the Director in care of the Association at the address set forth in Article 2.03 hereof, or to such other address as the Association may from time to time specify by notice to the Members and Director; if to a Member, to such Member at the address set forth in the initial Members record, or to such other address as such Member may from time to time specify by notice to the Association. In the event any such notice is refused by the addressee for any reason whatsoever, then the date of such refusal shall be deemed the date of receipt of such notice by the addressee.

*9.02 Electronic Transmission.* Unless otherwise prohibited by law, the Association may use electronic notices or electronic transmissions in order to save overall costs and improve efficiency. An "electronic transmission" or "electronic notice" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Without limiting the manner by which notice may otherwise be given to Directors or Members, any notice to Directors or Members given by the Association under any provision of the Act or this Agreement shall be effective if given by a form of electronic transmission consented to by the Director or Member to whom the notice is given. Any such consent shall be revocable by the Director or Member by written notice to the Association. Any such consent shall be deemed revoked if:

- (i) the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with such consent; and
- (ii) such inability becomes known to the secretary, an assistant secretary of the Association or to a Director or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

- (i) if by facsimile telecommunication, when directed to a number at which the Member has consented to receive notice;
- (ii) if by electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice;
- (iii) if by a posting on an electronic network or social networking site together with separate notice to the Member of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and
- (iv) if by any other form of electronic transmission, when directed to the Member.

An affidavit of the secretary or an assistant secretary or of the Directors that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

*9.03 Construction.* Every covenant, term, and provision of these Bylaws shall be construed simply according to its fair meaning.

9.04 *Headings.* Article and other headings contained in these Bylaws are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Bylaws or any provision hereof.

9.05 *Severability.* If one or more provisions of these Bylaws are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: 1) such provision shall be excluded from these Bylaws; 2) the balance of the Bylaws shall be interpreted as if such provision were so excluded; and 3) the balance of the Bylaws shall be enforceable in accordance with its terms.

9.06 *Variation of Pronouns.* All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

9.07 *Amendments.* These Bylaws may be amended by Majority Vote.

9.08 *Governing Law.* The laws of the State of Texas shall govern the validity of these Bylaws, the construction of its terms, and the interpretation of the rights and duties of the parties hereunder.

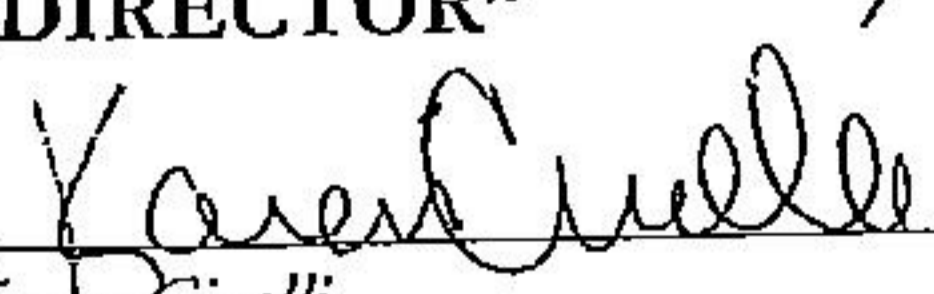
9.09 *Creditors.* None of the provisions of these Bylaws shall be for the benefit of or enforceable by any creditors of the Association.

9.10 *Counterpart Signatures.* The Directors may adopt these Bylaws in counterparts and signed counterparts and signatures submitted by facsimile transmittal shall be treated as originals.

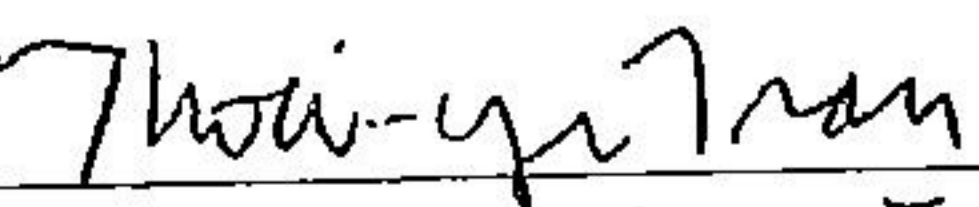
9.11 *Calendar Days.* Unless otherwise indicated in this Agreement, a reference to 'days' is a reference to calendar days.

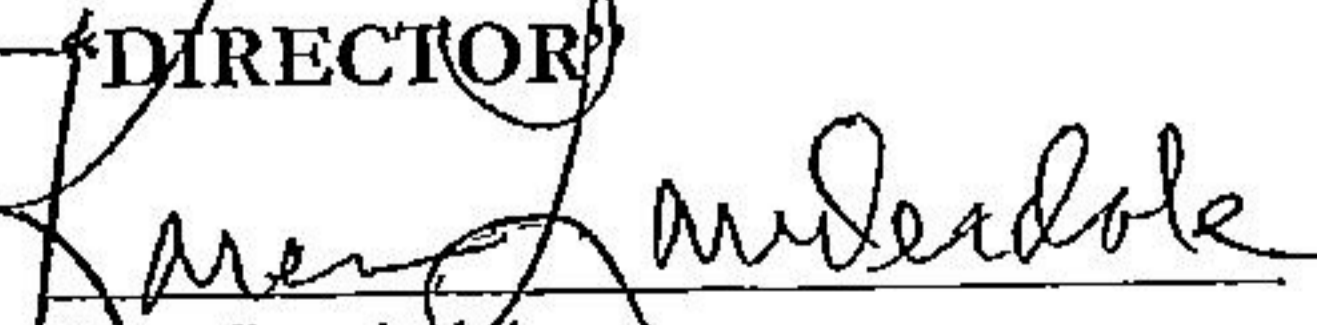
9.12 *Conflict.* In the event of a conflict between these Bylaws and the Declarations, the terms of the Declarations shall control.

IN WITNESS WHEREOF, the Board of Directors of Cripple Creek Mainland Homeowner's Association has adopted these Bylaws as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

"DIRECTOR"  
  
\_\_\_\_\_  
Karen Cinelli

"DIRECTOR"  
  
\_\_\_\_\_  
Delilah Smale

"DIRECTOR"  
  
\_\_\_\_\_  
~~Lois Garza~~ Thwai-Yen Tran

"DIRECTOR"  
  
\_\_\_\_\_  
Karen Lauderdale

**CRIPPLE CREEK-MAINLAND HOMEOWNERS ASSOCIATION**

**CERTIFICATE OF ADOPTION**

The undersigned hereby certifies that he or she is the duly elected, qualified, and acting Secretary of Cripple Creek-Mainland Homeowners Association, a Texas Non-profit Corporation and that the foregoing bylaws, comprising eighteen (18) pages including this Certificate, were adopted as the corporation's bylaws on \_\_\_\_\_ by the corporation's board of directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Secretary for Cripple Creek-Mainland Homeowners Association*

\_\_\_\_\_  
*Karen Lauderdale*

Doc# 20140007123  
# Pages 28  
01/15/2014 4:19PM  
e-Filed & e-Recorded in the  
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BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
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STATE OF TEXAS  
COUNTY OF BEXAR  
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was e-FILED and e-RECORDED in the Official  
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on this date and time stamped thereon.  
01/15/2014 4:19PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



A handwritten signature in cursive script, appearing to read "Gerard C. Rickhoff".