

TO THE PUBLIC:

SECOND AMENDED RESTRICTIONS FOR CROSS MOUNTAIN RANCH,
BEXAR COUNTY UNIT I

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

The Restrictions Committee for CROSS MOUNTAIN RANCH, BEXAR COUNTY UNIT I ("Restrictions Committee"), organized pursuant to Public Restrictions filed by the original declarant, Cross Mountain Development, Inc. at Bexar County, Texas deed records at Volume 1934, Pages 552-558 ("Restrictions" herein), having met and duly considered amending the restrictive covenants and use limitations set forth in such Restrictions, in furtherance of the uniform plan for the development of the above Unit I as an upper class residential area, and pursuant to the original Restrictions as previously judicially reformed, and pursuant to the Bylaws as amended to date of the Cross Mountain Ranch Homeowners Cooperative also known as the Cross Mountain Ranch Homeowners Association ("Association" herein), including those amendments to the bylaws duly passed by the membership of such Association in October 2009, hereby further amend the Restrictions applicable to all property and land previously described in the original Restrictions, said land described according to plat recorded in Volume 8900, pages 41-47, Bexar County, Plat records, sometimes referred to herein as "the Subdivision" herein, as amended in 2011 per the First Amended Restrictions For Cross Mountain Ranch, Bexar County Unit 1 (document #20110066481), collectively "Restrictions" herein. The Restriction Committee, after informally receiving favorable input from the membership at the October, 2014 Annual Meeting of the Association's membership (though not required), does hereby further AMEND the easements, restrictions covenants and conditions comprising the Restrictions, which

are for the purpose of protecting and enhancing the value and desirability of the Subdivision, and which shall run with, the real property in the Subdivision and shall be binding on all parties having any right, title, or interest in any property in the Subdivision, and their heirs, successors and assigns, which Restrictions benefit each owner in the Subdivision, and in general, will insure the best use and most appropriate development of the Subdivision. These amendments are promulgated pursuant to but supplant and supersede the original Restrictions as amended to date. This document also carries forward those provisions of the Restrictions that are not amended so that the reader need only view this document to discern all the Restrictions that encumber the property in this Unit I ("Subdivision" herein). Any omitting of any language herein from the original or previously amended restrictions means that such covenant, condition, restriction or language is no longer part of the Restrictions.

A. COVENANTS AND RESTRICTIONS

1. 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 Paragraph 1 a 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. 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.

1. a. 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, *inter alia*, 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 materially 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 homeowner's 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 or outbuilding or a room in the home to one who is not a family member on a daily or weekly basis, 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, or a 6-month lease becomes a month-to-month thereafter. 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.

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, in accordance with the provisions contained in Paragraph "B" 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. 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 shall be responsible for paying the Association \$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.

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.

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 28 for more on pools), fencing (see Paragraph 9 for more on fencing), gating, cabanas, driveways (see paragraph 19 for more on driveways) or any other man-made improvements 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. The construction of

any such or other improvement on any lot in such Subdivision without the prior written approval of such Architectural Review Committee will be conclusively presumed to be in violation of these Restrictions, with it being intended in connection with the provisions hereof that such Architectural Review Committee, in furtherance of a uniform plan for the development of such Subdivision, be and is hereby vested with broad authority to control the location, type and quality of construction as to any improvements built or erected in such Subdivision, and to assure the development of said Subdivision into an exclusive residential area, and to have broad discretion to ensure that any proposed improvement is commensurate with the height, color, composition, and dimensions of other any fencing, building, driveway, or other improvements shall be within the discretion of the Architectural Review Committee. Any such barns, detached garages, guest houses, sheds, workshops, outbuildings, playscapes, pools, spas, driveways, entry ways, fences, wells, gates and all other improvements built in such Subdivision, must be completed within twelve (12) months after approval of same by the Architectural Review Committee, or no later than 12 months after the commencement of work thereon or the placing of materials thereof on such property, whichever comes earliest, with the exception that (30) day extensions for completion of construction may be granted by the Restriction Committee upon application therefore. 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 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 (or as hereafter designated as the address of the Association on the web site of the Association at www.crossmountainranch.org.) or Wildwood Management Group or other current management company as can be discerned from the web site of the Association or the Management Certificate on file with the Bexar County Real Property records, with a \$75 fee for a new home and \$25 fee 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.

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.

7. No trailer house or mobile home 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.

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.

9. ALL FENCES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE 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 Architectural Review Committee with a \$25 fee payable to the Association as set forth in Paragraph 5 hereinabove. 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 wrought iron, stone, stucco, or a good quality horizontal board (3 or 4 rail) with appropriate posts. All fences, whether new or replacement fences, must be approved by the Architectural Review Committee. Only fences constructed of quality materials and good workmanship as determined in the discretion of the Architectural Review Committee will be allowed. 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 Architectural Review Committee. No electric or temporary fences will be allowed without express written permission of the Architectural Review Committee, and only for the duration allowed by such Committee. All fencing must be maintained in good condition and repair as determined by the Restriction Committee.

10. No animals will be permitted on any lot in such Subdivision other than those that are normally found in a suburban subdivision for private residential use and pleasure, with it being specifically understood that no hogs 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. Two (2) horses, or (2) cows, or (2) goats are allowed. Chickens, up to six (6) per lot, are allowed. No roosters, peacocks, turkeys or donkeys are allowed. Allowances for other animals will be at the sole discretion of the

Restriction Committee if a variance is sought. Pets shall be kept and maintained so that they are within the boundaries of the owner's lot and not allowed to go onto the lot of another without that neighbor's permission. Pets shall be maintained so that they are not 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 Control Committee 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).

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

12. 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 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.

13. (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.

14. 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.

15. 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 cutting 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.

16. No outside toilets or privies shall be permitted on any lot. 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.

17. 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.

18. No flat roofs will be permitted unless specifically approved by the Architectural Review Committee and Restriction Committee. Composition shingles will be used only if allowed by the Architectural Review Committee per Paragraph 5 above, and, 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.

19. 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 on a Lot in the Subdivision 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 road or driveway on one's lot in Unit I be used to access commercial operations or multi-family-use property in Unit I, and under no circumstances shall any part of a road or driveway on one's lot in Unit I be used to access commercial operations or multi-family-use property on an adjoining property outside of Unit I unless connected by a public roadway. Under no circumstances should a driveway or entry way on a Lot in Unit I post any sign or business other than the house number and/or address of that residential property or lot. Under no circumstances should a driveway, entry way, mailbox or privately-owned roadway on any part of Unit I be used to promote, access, facilitate, or facilitate access to any commercial venture, commercial operations or multi-family use of any other property outside of but abutting or adjoining any part of Unit I.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. When a guest house is proposed for construction per Paragraph 5, the total heated/cooled square footage shall not exceed 1,000 square feet unless a variance is obtained. Detached garages, covers, and storage, workshops and other outbuildings shall not exceed 1,500 square feet or a height of 25 feet. Set backs must be maintained on all structures.

27. Any storage building proposed for construction or placement on a Lot per Paragraph 5 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.

28. As to the construction of in-ground pools and spas, matters as to construction materials and design should be approved by 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 Paragraph, then the submission of plans regarding a pool must be submitted to the Architectural Review Committee per Paragraph 5 with a request for a variance with a statement for compelling reasons in support of a variance for the consideration of the Architectural Review Committee (“ARC”).

29. 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 than 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 complying with the setbacks as outlined in these restrictions.

30. Rainwater Collection Systems and Rain Barrels are permitted by submitting a request for written approval of the Cross Mountain Ranch Architectural Review Committee procured prior to commencement of installation of any rainwater collection system or installation of any rain barrels larger than 55 gallons and numbering more than three barrels per residence. The size, color, height, volume (gallons) as well as the proposed location on the lot and height off the ground must be clearly depicted on the original drawings that are submitted for approval to the ARC. The intended system should not be installed between the front of the resident's home and adjacent or adjoining street, or outside the setbacks established in these deed restrictions. The intended system shall be of a color scheme that is harmonious with the resident's home and may only display language or other content by such system's manufacturer. If the system is made of a material that can rust, the system must be kept in an aesthetically pleasing condition and in good repair so as to not become an eyesore to surrounding residents. Rain barrels shall have mosquito screening, and chemical treatment as required, to prevent mosquito breeding. If pumps are added, they shall be concealed or shielded so as to not be visible by or create a noise level as to disturb surrounding residents. If the intended system determined by the ARC to be visible from a street or prominently visible to another lot, 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 resident/owner. The installation of the intended system without prior written approval of such ARC will be conclusively perceived to be in violation of these Restrictions.

31. Any waiver, exception, or variation to the building and fencing Restrictions set forth above must be granted in writing by both the Architectural Review Committee and Restrictions Committee. Approval by one without joint approval of the other Committee is ineffective.

B. ARCHITECTURAL REVIEW COMMITTEE

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 of \$75.00 payable to Cross Mountain Ranch Homeowners Association. 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.

The aforesaid fee of \$75.00 may be hereafter increased by the Association or Architectural Review Committee without further amendment of these Restrictions. Failure to receive a response from the Architectural Review Committee within 30 days from the date of submission/delivery will not constitute approval of such plans and specifications except as to such limited features as set forth above.

The identity of the Architectural Review Committee Chairperson and members are available by contacting the Association, and/or may be available on the Association's website at www.crossmountainranch.org. Per prior practice, and per amendment of the Bylaws of the Association duly passed in October 2009, said Architectural Review Committee consists of 5 members and succeeds from the original Architectural Review Committee consisting of the nominees of the original Declarant. The same rules described herein under Paragraph C which apply to the selection of new members of the Restrictions Committee also applies to filling vacancies on the Architectural Review Committee.

Should any lot owner request a variance from the requirements set forth in this Declaration (also called Restrictions), 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 both the Architectural Control Committee and the Restrictions Committee. It is the lot owner's obligation to separately submit the variance request to both Committees and to obtain written approval of both Committees and no variance will be effective.

C. RESTRICTIONS COMMITTEE

All architecture, plans, buildings and other improvements in the Subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restriction Committee and the Architectural Review Committee. Per prior practice and amendment of the Bylaws of the Association duly passed in October 2009, said Restrictions Committee succeeds from the original Restrictions Committee consisting of the nominees of the original Declarant. Information relating to the members comprising the Restriction Committee is available through

the Association, and may be posted on the Association's web site at www.crossmountainranch.org.

Prior to the passages of this Second Amended Restrictions, the Restrictions allowed for amendment of these very restrictions and covenants and use limitations by the Restrictions Committee itself without input or vote from the membership of the Association, but the Restrictions Committee as of September and October 2014 herewith amends these Restrictions so that, in the future, there can be no further amendment of these Restrictions without the Restrictions Committee AND a majority of the quorum present at an Annual Meeting of the membership votes in support of said Restrictions. Therefore, the Restriction Committee retains the right in furtherance of a uniform plan for the development of Cross Mountain Ranch, Bexar County, Texas, for this Unit, and all other Units of Cross Mountain Ranch, as an upper class residential subdivision, but subject to the limitations herein recited, to execute amendments to, including granting variances from and on, the afore-recited restrictive covenants and use limitations in such Subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of a uniform plan for the development of such subdivision. The Restriction Committee, before implementing and recording any material amendments to these Restrictions, must first obtain approval from a majority of the quorum of the membership of the Association present at the next subsequent annual or special meeting of the membership of the Association following the Restriction Committee's recommendation of any amendments to these Restrictions.

The Restrictions Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. The Restrictions Committee, consisting of no more than 5 members, is vested with all of the duties, powers, prerogatives and discretions herein conferred upon the original restriction committee as amended herein. Any vacancies in the

Restrictions Committee by death, resignation or otherwise, with it being understood that the sale by any member of such Committee of all of his property such that he or she owns no property in any of the four Units in Cross Mountain Ranch will be for purposes hereof construed as a resignation by him or her from the Restrictions Committee, will be filled by the remaining members of such Committee after input and ratification from the Board of Directors of the Association, which may be but is not required to be by recordable instrument filed in the Deed Records of Bexar County, Texas. Notwithstanding the foregoing, however, it is expressly understood that at any annual or special meeting of the membership of the Association, upon a vote of 2/3 of those members present at such meeting (so long as a quorum is reached) after a proper motion and second, the membership of the Association may remove any member of the Restrictions Committee, and may by a 2/3 majority vote at the same annual or special meeting of the membership elect a replacement member to the Restrictions Committee, which election would supersede any authority or vote of the Restrictions Committee or Board of Directors of the Association as to that position. In the event there is ever a removal or resignation or circumstance occurs where there are no members of the Restrictions Committee who may appoint as successor, the Board of the Directors of the Association may appoint members to the Restrictions Committee. The five member Restrictions Committee for such Subdivision so appointed or elected shall continue to be vested with all of the duties, powers, discretions and prerogatives of the original restriction committee herein provided for, as amended herein. The Restriction Committee, if also approved by the Architectural Review Committee, may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision.

D. Composition and Discretion of Committees; No suit against Committee members

It is not required for a Committee member of either Committee to be a resident or lot owner in the particular Unit for which either Committee takes action. However, each member of the Restrictions Committee and each member of the Architectural Review Committee must own an interest in a lot in any of the four Units comprising Cross Mountain Ranch. A member who resigns, dies or sells his interests such that he has no further ownership interest in any Unit in Cross Mountain Ranch, he or she is disabled from serving as a member of either Committee, and the Committee will fill such vacancy by appointment of another adult owner in any Unit in Cross Mountain Ranch if such person accepts the appointment, and/or such vacancy will be appointed or elected as set forth above. There is no prohibition against one being a member of both the Restrictions Committee and the Architectural Review Committee. A quorum of three (3) persons is required for action of either Committee, for which the majority vote of a quorum of either Committee controls.

In the event of any dispute involving the Restriction Committee or Architectural Review Committee's exercise of discretion, the Restriction Committee's and Architectural Review Committee exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of any dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by either of the Committees was arbitrary, capricious, or discriminatory. 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.

E. CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION

All lot owners shall become and continue to be mandatory members of the Cross Mountain Ranch Homeowners Association and agree to comply with its governing articles and bylaws, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners Association in accordance with its duly provided articles, by-laws, and resolutions, and to pay all assessments that become due to the Association, and for which a lien may be placed on the lot thereof by the Association for any assessments due by a lot owner, and foreclosed thereon, as well as for any reasonable costs of collection and attorneys fees as set forth below.

As more particularly set forth in the Consent Decree and Final Judgment in Cause No. 92-CI-06449 in the 285th Judicial District Court of Bexar County, Texas, the original declarations were judicially reformed in 1992 to include additional language, which language was re-adopted herein and revised and incorporated as part of these amended Restrictions as follows:

(1) Lien and Personal Obligation of Assessments. Developer covenanted for each lot within the Subdivision and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay annual assessments to the Association. Such assessments will be established and collected as hereinafter provided. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such

as assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the person or persons who owned the lot at the time of the assessment fell due, but such personal obligation shall not pass to the successors of title of such person or persons unless expressly assumed by them; however, no successive owner shall be entitled to any privileges of ownership in the Association, including use of facilities and services, until any prior assessment liens are fully discharged, as the continuing lien against such lot continues as against any successor in title.

(2) Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvement and maintenance of the common areas, if any, and of the homes situated within the four Units that comprise the greater neighborhood called Cross Mountain Ranch. Annual assessments may include, and the Association may use the funds derived from annual assessments for the following purposes:

- (a) Maintenance and repair of the common areas, if any.
- (b) Coordination with legal authorities for fire and police protection,
- (c) Social functions for members of the Association and their families,
- (d) Acquisition of furnishings and equipment for the common areas, if any, as may be determined by the Association, including without limitation all equipment, furnishings and personnel necessary or proper for the use of the recreational facilities,
- (e) Liability insurance insuring the Association and/or its directors, the Architectural Review Committee members, and the Restriction Committee members against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limit shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association,
- (f) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association,

- (g) A standard Fidelity Bond covering all members of the Board of Directors of the Association and all other employees and Committee members of the Association in an amount, if any, to be determined by the Board of Directors of the Association,
 - (h) Security, accounting, legal, association management or other professional or support services as may be deemed necessary in the opinion of the Board of Directors,
 - (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners,
 - (j) Wherever weeds, brush or rubbish grow or accumulate on the lot of any owner to the point that such accumulation or growth is, in the opinion of the Board of Directors, of the Association, unsightly or unhealthy, the Board of Directors shall notify the owner of the lot in writing of the existence of such condition, and shall direct him to abate such condition by clearing off such weeds, brush or rubbish. Such notice shall state that in default of abatement of such condition, within ten (10) days of notice to do so, the Association may at once cause the same to be done and assess the cost and expense thereof to the owner of such lot and affix a lien therefore on which lot which shall operate in the manner provided herein,
 - (k) All of the above and foregoing services are listed for the purpose of showing what is within the authority of the Board of Directors, but not as an obligation of the Board of Directors or the Association. The Board of Directors shall not obligated the Association to provide any of the additional aforementioned 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,
- (3) Minimum Assessments.
- (a) The sum of a minimum of \$85 a year, paid annually, will be paid by all lot owners in the Subdivision to the Association. Payment is due as set forth in the billing each year and is due and payable to the Association no sooner than January 1 and no later than March 1 annually. Failure to timely pay will subject the lot owners and the underlying property to up to an additional \$200 in penalty assessments as set forth at (7) below. The assessments may be increased, without further amendment of these Restrictions, if approved by the Board of Directors of the Association and approved by a majority vote of the

Association Members present at an Annual Meeting for which a quorum is present. All assessments and late fees (penalty assessments), as well as reasonable attorneys' fees and any interest thereon, is a chargeable interest upon the land for which a lien thereon may be filed by the Association and foreclosed upon to pay such indebtedness to the Association if not voluntarily paid by the lot owner when due.

(b) Additional assessments, which shall be charged to Class A members, 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.

(c) The minimum assessments charged to Class B members shall be 50% of the minimum assessment charged to Class A members.

(4) Notice and Quorum for Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 (b) shall be sent to all members not less than 7 nor more than 30 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast by Class A members as such meeting, but less than the requisite majority of such members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

(5) Uniform Rate of Assessment.

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

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

(6) Commencement and Collection of Annual Assessments. The Board of Directors of the Association shall fix the amount of annual assessments against each lot at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments are to be paid annually. Notice of the annual assessments shall be sent to every owner subject thereto. Notification to a homeowner electronically by texting or by email or

posting on the Association's web site (at www.crossmountainranch.org) is equivalent to notice to each homeowner in the Subdivision. 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 has been paid.

(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 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 additionally owe another \$100 penalty to the Association, which additional assessment is also a chargeable interest in the land if not paid. If the member or lot owner's assessment account is still in arrears as of July 1, another \$100 penalty assessment shall be become due and owing to the Association, which shall also be a chargeable interest on the land if not voluntarily paid by the lot owner/member. All lot owners owing assessments and penalties, if not paid by July 1 of such year, may have their property subjected to filing of a lien 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 lien, 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. Failure to pay assessments as provided herein shall additionally constitute forfeiture of the member's right to vote or receive approval for lot improvements, which shall not be reinstated until such time as the member shall pay all delinquent assessments and pay penalties and interest due thereon.

(8) Subordination of Assessment Lien to Prior First-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 mortgage recorded prior to the date of these amendments. A sale or transfer of any lot pursuant to a mortgage foreclosure of a first 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. As to any first lien mortgage financing as to a lot encumbered after the date of these amendments, the Association's lien is a continuing lien for which its lien claim is NOT subordinated to any lender, including any purchase money first lien mortgagee, unless expressly waived as to a particular mortgagee as to a particular lot by a writing signed by an officer of Cross Mountain Ranch Homeowners Association, Inc. after the date of these amendments.

F. DURATION AND AMENDMENT, AND MISCELLANEOUS

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.

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.

As set forth in the original restrictions, the covenants, conditions and restrictions herein shall be effective for a term of thirty years from the date 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 30-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).

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 and the City of San Antonio or any other entity in which this Subdivision may become a part.

Effective on the date executed below following a meeting of the Restrictions Committee for which all members unanimously voted in favor of these amended Restrictions following a resolution of the Association also urging the adoption of these amended Restrictions.

EXECUTED during the month of August 2015.

**RESTRICTIONS COMMITTEE, ACTING AS RESTRICTIONS COMMITTEE
FOR UNIT I, BEXAR COUNTY, CROSS MOUNTAIN RANCH**

By: Walter Hiatt
Walter Hiatt, Its Chairman
(and acknowledged below)
Signed this 3 day of August 2015

By: Kay Steidel
Kay Steidel
Member of Restrictions Committee

By: Franki Surratt
Franki Surratt
Member of Restrictions Committee

By: Ron Haygood
Ron Haygood
Member of Restrictions Committee

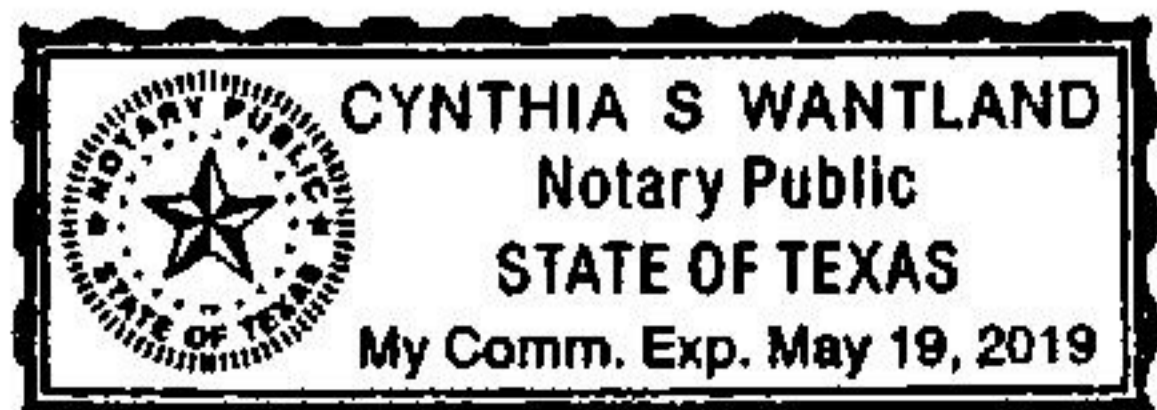
By: Mike Penrod
Mike Penrod
Member of Restrictions Committee

STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, the undersigned authority on this day personally appeared Walter Hiatt, Chairperson of the Restrictions Committee for Cross Mountain Ranch, acting as Restrictions Committee for Unit I, and personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein, stated after all members of the Restriction Committee for all four Units of Cross Mountain Ranch, acting for other Units and specifically acting for Unit I herewith, voted unanimously to support the adoption and filing of the foregoing amended Restrictions applicable to Unit I, Bexar County, Cross Mountain Ranch. Further, the Restrictions Committee adopted and passed the foregoing amended Restrictions after same was also urged by the Cross Mountain Ranch Homeowners Cooperative also known as Cross Mountain Ranch Homeowners Association ("Association" above) to be adopted by the Restrictions Committee. Further, the Restrictions Committee adopted and passed the foregoing only after input from the October, 2014 Annual Meeting of the membership.

Given under my hand and seal of office this 3rd day of August 2015.

Cynthia S. Wantland
Notary Public in and for the State of Texas



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08/27/2015 12:53PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$138.00

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.
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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff