

CHICAGO TITLE GF# *Courtesy*

NOTICE OF FILING OF:
SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.

GRANTOR: Smithson Ridge Homeowners Association, Inc.

GRANTEE: The Public

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., who duly sworn, deposes and says:

"My name is Arthur C. Burdick, Jr. I am fully competent in all respects to make this Affidavit, am over the age of eighteen, have never been convicted of a felony, and, have personal knowledge that the facts as stated herein are all true and correct.

I am an original Director and Authorized Agent for the Smithson Ridge Homeowners Association, Inc.

Attached hereto as *Exhibit A* is a true and correct copy of the *Certificate of Filing* from the Office of the Secretary of State of Texas dated July 22, 2014 and the *Smithson Ridge Homeowners Association, Inc. Certificate of Formation* which was filed with the Secretary of State of Texas by the Association on the July 22, 2014.

These documents are being recorded in the Official Public Records of Real Property of Bexar County, Texas in accordance with TEXAS PROPERTY CODE § 202.006 which provides that all dedicatory instruments of the Association must be filed in the real property records of each county in which the property to which the dedicatory instrument relates is located.

The Smithson Valley Subdivision PUD is wholly located within Bexar County, Texas.

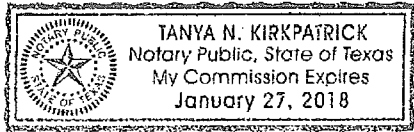
The above is true and correct. Further, Affiant sayeth not."

SIGNED this the 30 day of July, 2014.

Smithson Ridge Homeowners Association, Inc.

By: *Arthur C. Burdick, Jr.*
Arthur C. Burdick, Jr.
Director and Authorized Agent for
Smithson Ridge Homeowners Association, Inc.

SUBSCRIBED AND SWORN TO BEFORE ME by Arthur C. Burdick, Jr., Director and
Authorized Agent of Smithson Ridge Homeowners Association, Inc. on this the 30th day of
July, 2014.



Tanya N. Kirkpatrick
Notary Public in and for
State of Texas

My commission expires: 1/27/18

Prepared By:

Law Office of Amy M. McLin, P.C.
1100 N.W. Loop 410, Suite 700, PMB #101
San Antonio, Texas 78213

After Recording Return to:

Burdick Custom Homes, Inc.
c/o Law Office of Amy M. McLin, P.C.
1100 N.W. Loop 410, Suite 700, PMB #101
San Antonio, Texas 78213

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Nandita Berry
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING
OF

Smithson Ridge Homeowners Association, Inc.
File Number: 802031082

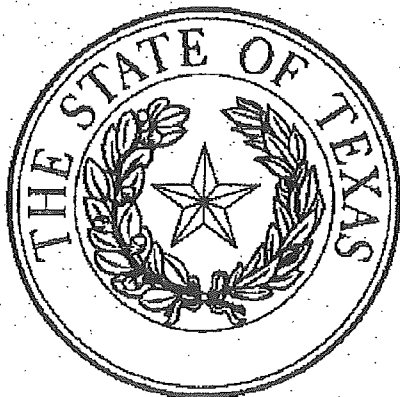
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/22/2014

Effective: 07/22/2014



Nandita Berry

Nandita Berry
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Nonprofit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802031082 07/22/2014
Document #: 554683200002
Image Generated Electronically
for Web Filing

Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Smithson Ridge Homeowners Association, Inc.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Arthur C Burdick Jr

C. The business address of the registered agent and the registered office address is:

Street Address:

4710 Shavano Oak, Suite 102 San Antonio TX 78249

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Arthur C Burdick Jr**

Title: **Director**

Address: **4710 Shavano Oak, Suite 102 San Antonio TX, USA 78249**

Director 2: **Alexia A Herber**

Title: **Director**

Address: **4710 Shavano Oak, Suite 102 San Antonio TX, USA 78249**

Director 3: **Pamela H Burdick**

Title: **Director**

Address: **4710 Shavano Oak, Suite 102 San Antonio TX, USA 78249**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The purpose for which the filing entity is formed is to be the property owners association under the Declaration of Covenants, Conditions and Restrictions of the Smithson Valley Subdivison P.U.D. and for any lawful purpose or purposes not

expressly prohibited under Chapters 2 and 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Alexia A. Herber 4710 Shavano Oak, Suite 102, San Antonio, TX 78249

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Alexia A. Herber

Signature of organizer.

FILING OFFICE COPY

Doc# 20140128871
Pages 6
07/30/2014 3:29PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$42.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/30/2014 3:29PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

NOTICE OF FILING OF:
BYLAWS OF SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
(a Texas Non-Profit Corporation)

GRANTOR: Smithson Ridge Homeowners Association, Inc.

GRANTEE: The Public

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., who duly sworn, deposes and says:

My name is Arthur C. Burdick, Jr. I am fully competent in all respects to make this Affidavit, am over the age of eighteen, have never been convicted of a felony, and, have personal knowledge that the facts as stated herein are all true and correct.

I am the President of the Smithson Ridge Homeowners Association, Inc. (hereinafter "Association").

Attached hereto is a true and correct copy of the Bylaws of Smithson Ridge Homeowners Association, Inc. (hereinafter "Bylaws") for the Smithson Ridge Homeowners Association, Inc. (a Texas Non-Profit Corporation). The Bylaws were signed by the Board of Directors of the Association on the 17th of ~~August~~ November 2014.

The Bylaws are being recorded in the Official Public Records of Real Property of Bexar County, Texas in accordance with TEXAS PROPERTY CODE ' 202.006 which provides that all dedicatory instruments of the Association be filed in the real property records of each county in which the property to which the dedicatory instrument relates is located.

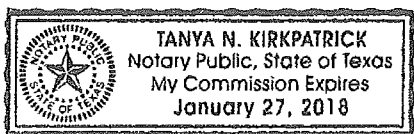
The Smithson Ridge Homeowners subdivision is wholly located within Bexar County, Texas.

The above is true and correct. Further, Affiant sayeth not.@

SIGNED this the 17th day of November, 2014.

Art Burdick
Arthur C. Burdick, Jr., President
Smithson Ridge Homeowners Association, Inc.

17th SUBSCRIBED AND SWORN TO BEFORE ME by the said Arthur C. Burdick, Jr. on this the day of November, 2014.



Tanya N. Kirkpatrick
Notary Public, in and for
State of Texas
My commission expires: 1/27/2018

**BYLAWS
OF
SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
PURPOSE, PARTIES, AND DEFINITIONS**

1.1 Purpose. The purpose for which Smithson Ridge Homeowners Association, Inc. is formed is to govern the planned unit development known as Smithson Valley Subdivision PUD which is located in San Antonio, Bexar County, Texas.

1.2 Parties. All present or future Owners, tenants or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The acquisition, lease or rental of any Lot or the mere fact of occupancy of a Lot will signify that these Bylaws are accepted, approved, ratified, and will be complied with.

1.3 Definitions. Certain words used in these Bylaws shall have the same meaning as set forth in the Declaration, some of which are set forth below either in their entirety or in an abridged format:

1.3.1 "Association" shall mean and refer to Smithson Ridge Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

1.3.2 "Board" shall mean and refer to the Board of Directors of the Association.

1.3.3 "Bylaws" shall mean and refer to these, the Bylaws of the Association, as amended from time to time in accordance with the terms found herein.

1.3.4 "Certificate of Formation" shall mean and refer to the Certificate of Formation (and amendments thereto and restatements thereof) of the Association which are on file with the Office of the Texas Secretary of State, Austin, Texas.

1.3.5 "Common Area" means that portion of the Property owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Area to be owned by Association shall include: (i) those areas of land shown on any recorded plat, or its equivalent, of the Property or any portion thereof filed or approved by Declarant and identified thereon as "Greenbelt" or "Amenity Area"; (ii) the unpaved and landscaped areas of the right of way for any road within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association by Declarant.

1.3.6 "Declaration" shall mean and refer to the *Declaration of Covenants, Conditions and Restrictions – Smithson Valley Subdivision PUD* which was recorded in Volume 16794, Page 2367 of the Official Public Records of Real Property, Bexar County, Texas and all amendments thereto.

1.3.7 "Development" shall mean and refer to that area which comprises the Property which is subject to the Declaration.

1.3.8 "Governing Documents" shall collectively mean and refer to any document that governs the creation, use, management or operation of the Development and Association, including the plat, declaration, bylaws, Certificate of Formation, and rules and regulations. Governing Documents and any amendments or changes thereto shall be recorded in the Official Public Records of Real Property of Bexar County, Texas.

1.3.9 "Lot" shall mean any tract, piece, parcel or parcels of land within the Property shown, designated and/or identified as such on a Plat of the Property, together with all Improvements located thereon.

1.3.10 "Member," "Lot Owner," and "Owner" shall mean and refer to every record owner, whether one or more persons or entities, of fee simple title in any Lot which is situated in the Development, including contract sellers but excluding persons or entities holding and interest merely as security for the performance of an obligation.

1.3.11 "Property" shall mean and refer to SMITHSON VALLEY SUBDIVISION PUD, and such other property within the Development, which has been subdivided and shown on a map or plat recorded in the Map and Plat Records of Bexar County, Texas, and brought within the scheme of this Declaration in accordance with the provisions of Article II of the Declaration.

ARTICLE 2

MEMBERSHIP AND RESPONSIBILITIES OF MEMBERS

2.1 **Membership.** All Smithson Ridge Lot Owners are Members of the Association. Any Person upon becoming a Lot Owner shall automatically become a Member of this Association and be subject to these Bylaws. Such membership shall terminate without any formal corporate action whenever such Person ceases to own a Lot, but such termination shall not relieve or release such former Member from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the other Members have, either through the Board or directly against such former Member arising out of or in any way connected with ownership of a Lot, any membership in this Association, and the covenants and obligations incident thereto.

ARTICLE 3

ASSOCIATION MEETINGS

3.1 **Annual Meetings.** Annual meetings of the Association shall be held on the last Tuesday of January of each year or at such other reasonable time not more than sixty days before or after such date. The Members may also transact such other business of the Association as may properly come before them. At or prior to each annual meeting, the Board shall furnish to the Members:

(i) pursuant to Article 13.2 herein, a budget for the next fiscal year itemizing the estimated Common Expenses for the next year and the amount of the Annual Assessment for each Member for the next year; and

(ii) a copy of the previous year's operating statement, and to the extent available, the actual operating figures for the current year.

3.2 Special Meetings. It shall be the duty of the President to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least 30% of the votes in the Association. Such meeting shall be held within 30 days after the Board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose of such meeting and no business except as stated in the notice shall be transacted at the special meeting. Only one meeting of the Association may be held at a time.

3.3 Place of Meeting. All meetings of the Association shall be held at such suitable place in San Antonio, Bexar County, Texas which is convenient to the Members, as the Board may determine.

3.4 Notice of Association Meetings. The President or Members calling the meeting shall give written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notices may also set forth any other items of information deemed appropriate by the Board. The notice shall be delivered to each Member not less than 10 days nor more than 60 days before the date of the meeting in accordance with Article 4. Written notice includes facsimile, email, or other form of electronic transmission if such information has been provided to the Board by and Owner.

3.5 Voting. Each Member shall have one vote.

3.5.1 Cumulative Voting. No cumulative voting shall be permitted.

3.5.2 Multiple Owners. If any Lot is owned by more than one Person, any one of the Owners may vote at any meeting of the Members of the Association and such vote shall be binding upon the other Owners who are not present at such meeting. If two or more Owners for the same Lot are present at any meeting, their unanimous action shall be required to cast their vote as a Member of the Association. In no event may the vote attributable to any Lot be split.

3.5.3 Eligibility to Vote. All Members shall be eligible to vote at any annual or special meeting of the Members regardless of whether or not he is in default in the payment of any Assessments made or levied against him and/or his Lot according to the records of the Association.

3.6 Vote Necessary to Take Action. Most actions of the Association may be authorized by a "Majority Vote" which shall mean a vote of more than 50% of the Members.

3.7 Written Ballot. Voting must be by written ballot which shows the Member's name and Lot number and which is signed. Ballots shall be kept as part of the Association's records for one year, or until the next election, and shall be available for inspection during that time. If at such time in the future it becomes feasible and desirable to use some form of electronic voting then an authenticated electronic ballot submitted by a Member will be

considered a written ballot so long as it contains, at a minimum, the information outlined in this section.

3.8 Quorum. Except as may otherwise be provided by the Certificate of Formation or these Bylaws, a quorum of Members for any meeting shall be the presence (in person or by proxy) of 66.66% of all votes entitled to be cast.

3.9 Failure to Meet Quorum. If, however, such quorum shall not be present at any meeting of the Members, the Members present shall have the power to adjourn the meeting from time to time, without other notice than announcement at the meeting, until a quorum shall be present or represented. Before leaving a meeting at which no quorum was attained, each Member may sign a proxy which shall count towards the quorum required for a reconvened meeting.

3.10 Proxies. A Member may vote in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. The Board shall be authorized, but is not required to designate the form of proxy to be used. If the Board fails to authorize a proxy form, Members may submit a proxy that conforms to any requirements contained herein. Proxies may be either directed or general in nature.

3.10.1 Designation of Voting Representative-Proxy. If legal title to a Lot is held by more than one individual or by a firm, corporation, partnership, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one individual to attend any annual and special meetings of Members and to cast whatever vote the Owners themselves might collectively cast if they were personally present.

3.10.2 Duration of Proxy. The Board may limit the applicability of a proxy to a specific meeting and any adjournments thereof. However, no proxy shall be valid after eleven months from the date of its execution unless specifically provided in the proxy. A proxy shall be revocable at any time by its maker.

3.10.3 Filing Proxy. All proxies must be filed with the Secretary of the Association prior to the starting time of each meeting.

3.11 Absentee Ballots. If the Board deems appropriate, absentee ballots which comply with Texas Property Code §209.00592 may be used instead of proxies for any Association voting.

3.12 Order of Business. Unless the notice of the meeting states otherwise, the order of business at any meeting of the Association shall be as follows:

- Determine votes present by roll call or check-in process
- Announcement of a quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Election of officers (when required)
- Reports
- Unfinished or old business
- New business
- Announcement of election of officers (when election required)
- Adjournment

3.13 Adjournment of Meeting. At any meeting of the Association, a majority of the Owners present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

3.14 Parliamentary Procedure and Rules. The President may appoint someone to act as parliamentarian during a meeting of the Members. Meetings of the Members shall be conducted in accordance with the rules and procedures outlined in the most recent edition of Robert's Rules of Order. Any special rules shall be published as part of the meeting notice.

ARTICLE 4 NOTICES

4.1 Notice to Members. Notice to Members shall be in writing and shall be delivered in person or by mail addressed to the Member at his registered mailing address. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person. Should the Board determine that it is feasible and desirable, written notice shall also be proper by e-mail, facsimile transmission, or any other electronic transmission if such contact information is provided to the Association by the Member.

4.2 Waiver by Members. Whenever by statute, the Certificate of Formation, or these Bylaws notice is required to be given to any Member, a waiver of such notice shall be equivalent to giving proper notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Number of Directors. The affairs of the Association shall be governed by a Board of Directors comprised of three or more natural persons. The initial Board of Directors will be comprised of three persons. After the Declarant Control Period ends, the Board of Directors shall be comprised of five natural persons.

5.2 Qualification. Each Director shall be a Member of the Association except that the initial Board of Directors shall be comprised of the three original incorporators who do not have to be members of the Association.

5.2.1 Membership in Association. If a Director ceases to be a Member during his term, he shall thereupon be ineligible to serve as a Director and his place on the Board shall be deemed vacant.

5.2.2 Corporations and Partnerships. If a Member is a corporation, partnership, or other legal entity, an officer, partner or other authorized representative of such Member may be a Director.

5.2.3 Co-Owners. Co-Owners of a Lot may not serve on the Board at the same time. However, Co-Owners of more than one Lot may serve on the Board at the same time provided the number of Co-Owners serving on the Board at one time does not exceed the number of Lots owned by the Co-Owners.

5.2.4 Control Transfer Period. Pursuant to Texas Property Code §209.00591, one-third of the Board members must be elected by Owners other than the Declarant not later than the tenth anniversary of the date the Declaration was recorded.

5.3 Election of Directors. At each annual meeting there shall be elected Members to fill any vacancies on the Board of Directors. Upon election, each Director shall thereafter govern the affairs of the Association until their successor has been duly elected and qualified.

5.4 Term. Except during the Control Transfer Period, each director shall hold office for the term of two years (unless he is sooner disqualified, removed, or resigns or is reelected) and until his successor shall have been elected or appointed and qualified. It is intended that the terms of the Directors be and remain staggered so that there is always at least one Director elected each year. No Member may serve more than two consecutive terms in the same office. However, this provision does not prohibit a Member from being reelected to the Board.

5.5 Vacancies. Vacancies in the Board caused for any reason shall be filled by vote of the majority of the remaining directors even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Directors who are currently serving on the Board shall not be appointed to fill a vacancy if such appointment would serve to extend their term of office beyond its current ending date.

5.6 Resignation. A director may resign at any time by giving written notice of his resignation to the President or the remaining directors. Unless the notice states otherwise, the resignation is effective when received by the Board and does not require the acceptance by the Board.

5.7 Removal of Directors. At any special meeting of the Members duly called for that specific purpose, any one or more of the Directors may be removed with or without cause by the affirmative vote of 67% of the votes entitled to be cast by Members who are present, in person or by proxy at said meeting. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If a Director is removed by vote of the Members at a special meeting, within 15 days the remaining Directors shall appoint a successor to fill the vacancy.

5.8 Compensation. Directors shall receive no compensation for their services as directors. However, Directors shall receive reimbursement for actual expenses incurred, but only upon submission of appropriate written evidence.

5.9 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business by the Board. Directors present by proxy may not be counted towards a quorum. If at some point during a Board meeting there is no longer a quorum of Directors, the meeting may continue, but no business may be transacted, no votes can be taken, and no decisions can be made.

5.10 Voting. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum is in attendance shall be the act of the Board.

ARTICLE 6 OFFICERS

6.1 Designation. The officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and such assistant officers as the Board shall, from time to time, elect. Each officer shall be either a Member or, if the Member is a partnership, corporation, or other legal entity, the authorized representative of such entity, or Declarant or its representative(s).

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office for two years subject to the continuing annual approval of the Board.

6.3 Resignation and Removal of Officers. Upon an affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor elected at a regular meeting of the Board or at any special meeting of the Board called for that purpose. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

6.5 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint such committees from the members from time to time as may be established by the Board.

6.6 Secretary. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers; and he shall, in general, perform all duties incident to the office of Secretary as provided in the Declaration and the Bylaws. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of Members and their last known addresses as shown on the records of the Association. Additionally, the Secretary will keep a list of facsimile numbers, e-mail addresses, and/or other contact information provided by Members which may be used to give notice of meetings as provided in these Bylaws.

6.7 Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. In the event a Community Manager has the

responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the Community Manager within 15 days after the first day of each month.

6.8 **Compensation.** Officers shall receive no compensation for their services as officers. However, they shall receive reimbursement for actual expenses incurred, but only upon submission of appropriate written evidence.

ARTICLE 7 BOARD MEETINGS

7.1 **Meetings.** Meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Notice of such meetings shall be given to each Director at least seven days prior to each such meeting, and shall specify the place and time of such meeting.

7.2 **Special Meetings.** Special meetings of the Board may be called by the President or two Directors on 10 days notice to each Director, given personally or by mail, telephone, facsimile, e-mail, or other electronic means, which notice shall state the time, place of the meeting any where within the City of San Antonio, Texas, and a general description of the purpose of the meeting.

7.3 **Open Meetings.** Board meetings shall be open to attendance by Members in accordance with to Texas Property Code §209.0051.

7.4 **Notice to Owners.** Notice of Board meetings shall be given to Members in accordance with Texas Property Code §209.0051(e).

7.5 **Quorum.** The presence of a majority of the Directors shall be required to conduct business. Every act or decision taken by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarding as an act of the Board.

7.6 Action Taken Without a Meeting.

7.6.1 **Emergency.** Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be ratified by resolution adopted at the next regular Board meeting.

7.6.2 **By Consent.** Any action which may be taken at a meeting of the Directors may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the board and shall be ratified by resolution adopted at the next regular Board meeting.

7.6.3 **By Conference, Telephone, or Similar Equipment.** Any special meeting of the Board may be held or action may be authorized by means of conference telephone, e-mail (where all comments are published simultaneously to all participants) or similar communications equipment or technology. Participation in such a meeting shall be deemed to be presence in person at the meeting.

7.6.4 Notice Required to Owners Before Action. Pursuant to Texas Property Code §209.0051(h) the Board may not, without prior notice to the Owners, consider or vote on:

- (i) fines;
- (ii) damage assessments;
- (iii) initiation of foreclosure actions;
- (iv) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (v) increases in assessments;
- (vi) levying of special assessments;
- (vii) appeals from a denial of architectural control approval; or
- (viii) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

7.7 Waiver of Notice. Before or after any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.8 Minutes of Meetings. Minutes shall be prepared for all regular, special or other Board meetings and shall be made available to Members as part of the books and records of the Association.

ARTICLE 8 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of Smithson Valley Subdivision PUD as a residential Development in keeping with the character and quality of the neighborhood in which it is located. The Board may also do such acts and things necessary to carry out the purposes of the Association as set out in the Certificate of Formation and Declaration except those things that by law, the Certificate of Formation, Bylaws, or the Declaration reserves expressly to the Members and are not subject to delegation to the Board. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the members:

- (i) To elect and remove the officers of the Association as hereinafter provided;
- (ii) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration or Bylaws and amendments thereto;
- (iii) To establish, make, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Property with

the right to amend same from time to time, a copy of which, and all amendments thereto, shall be filed in the county deed records and delivered or mailed to each Member as provided herein;

(iv) To formulate procedures for the administration, management, and operation of the Property and the Common Areas thereof;

(v) To provide for the operation, maintenance, repair, and replacement of the Common Areas in accordance with the Declaration and all personal and other property owned by the Association and to approve payment vouchers or to delegate such approval to the officers or the Community Manager (defined below);

(vi) To engage, at the Board's option, the services of an agent, hereinafter sometimes called the "Community Manager," to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Members upon such terms and for such compensation and with such authority as the Board may approve subject to the provisions of the Declaration;

(vii) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Areas; provided, however, all contracts entered into by the Board shall provide for termination by the Board, with or without cause (and without payment of a termination fee) on 30 days written notice;

(viii) To determine the fiscal year of the Association and to change said fiscal year from time to time and the Board deems advisable;

(ix) To prepare the annual budget and to provide the procedure for assessing and collecting Assessments from the Members pursuant to the Declaration;

(x) To keep and maintain complete and accurate books and records showing all receipts, expenses, or disbursements of the Association and to permit examination thereof at any reasonable time by each of the Members; and to cause a complete audit of the books and accounts to be made by an independent accountant no less than every five years and reviews on an annual basis when an audit is not conducted;

(xi) Unless otherwise provided herein or in the Declaration, to comply with the instructions of the Members as expressed in any resolution duly adopted at any annual or special meeting of the Members;

(xii) To enter into contacts and agreements within the scope of their duties and powers;

(xiii) To obtain and maintain such policies of insurance in such amounts and in such form as are required or permitted by the Declaration;

(xiv) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable by the Board;

(xv) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these

Bylaws and to provide for the execution of all such instruments evidencing such indebtedness as this Board may deem necessary;

(xvi) To protect and defend the entire Property from loss and damage by suit or otherwise; provided however, the Board shall make no settlement which results in a liability against the Board, the Association or the Property in excess of \$100,000.00 without the prior approval of the Members; and

(xvii) In general, to carry on the administration of the Association and to do all things necessary and reasonable in order to carry out the governing and operation of the Property and to perform the duties and obligations and exercise the rights and powers conferred upon the Board in the Declaration and these Bylaws.

8.2 Fines. The Board may levy fines for each day or occurrence that a violation of the Governing Documents persists after giving the Owner notice of the violation and potential fine and an opportunity to request a hearing regarding the violation, provided that the amount of the fine does not exceed the amount necessary to ensure compliance with the Governing Documents should legal action be necessary,

8.3 Notice Regarding Adoption of Rules, Including Fines. The Board shall give written notice to each Owner of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to all Owners, at least 14 days before the rule's effective date. All rules shall be filed in the county deed records.

8.4 Reserve Studies. The Board shall engage the services of a reserve specialist (or other professional qualified to perform a reserve study) to conduct periodic reserve studies of the Property in order to evaluate the short term and long terms needs of the Association. Reserve studies shall be conducted no less than every five years.

8.5 Accounts. At a minimum, the Board shall establish the following accounts or funds:

8.5.1 Operating Fund. The Board shall establish and maintain one or more Operating Fund accounts for routine daily operating expenses. All assessments, fees, fines, refunds, and other income, except capital reserve contributions, shall be placed in an Operating Fund account. Any surplus in the Operating Fund at the end of a fiscal year shall be placed in the Working Capital Fund.

8.5.2 Capital Reserve Fund. If not sooner created, upon the end of the Declarant Control Period, the Board shall establish and maintain one or more Capital Reserve Fund accounts. Such funds, in total, should equal to 50% of the annual operating budget or any other amount determined sufficient by an audit or a periodic reserve study. This money should be kept in an interest bearing account. The Capital Reserve Fund is intended to cover capital repairs and replacements or Board declared emergencies. It takes a majority vote of the Board to declare an emergency before money can be allocated and spent from the Capital Reserve Fund. If time allows, the Board must obtain three bids prior to approving the contract for work. If a Capital Reserve Fund contract goes more than 10% over budget, a majority of the Board must approve funding any overrun. Notice must be given to Owners within 21 days of the approval of any contract overrun describing the work necessary, the amount of the original contract and overrun, and stating the reasons for the approval of the overrun.

8.5.3 Loans. The Association shall not borrow money, place the Association in debt, or mortgage any portion of the Common Areas without a membership vote conducted by written or absentee ballot. Approval requires an affirmative vote by more than 50% of responding voters.

8.6 Termination of the Association. Termination of the existence of the Association and Development shall require approval of 100% of all Members entitled to vote.

8.7 Merger or Consolidation. It shall require a vote of more than 50% of all Members entitled to vote before the Board can enter into a merger or consolidation with another non-profit entity.

ARTICLE 9 COMMITTEES

9.1. Authority to Establish Committees. The Board, by resolution adopted by a majority of the Directors, may designate one or more committees.

9.2. Minutes. All committees shall keep minutes of the proceedings and report same to the Board as required in any resolution creating the committee.

ARTICLE 10 COMMUNITY MANAGER

10.1 Authority to Hire Manager. The Board may employ or contract with a Community Manager to whom the Board may delegate such duties and responsibilities as are appropriate and on such terms and conditions with such compensation as the Board may determine is appropriate given the terms of employment and subject to the provisions of the Declaration. A corporation or partnership may be appointed as Community Manager.

10.2 Management Contract. No management contract shall be for a term of over one year and all such contracts shall provide for termination by the Board, with or without cause (and without payment of a termination fee) on 30 days written notice.

10.3 Limits on Manager's Authority. The Board shall not delegate to a Community Manager the authority to enter into any single contract or transaction involving the expenditure of more than \$2,000.00 in one fiscal year.

10.4 Minimum Responsibilities. The Manager shall – at a minimum – maintain financial accounts in coordination with the Treasurer, prepare an inventory of Association assets, prepare a schedule of and conduct inspections of the Development, prepare a schedule of maintenance and repairs, assess the Association's insurance needs, monitor work implementation and services provided by various vendors, and provide monthly reports to the Board.

10.5 Members as Manager. In no event shall a Member be a Manager for the Association unless there is unanimous approval by the Board and approval by more than 50% of all Members by written or absentee ballot.

ARTICLE 11
STANDARD OF CARE AND
INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

11.1 Standard of Care/Duty to the Association. An Officer or Director of the Association shall act in good faith, with ordinary care, and in a manner the officer or Director reasonably believes to be in the best interest of the Association; or in accordance with any higher standard established by the Governing Documents or law.

11.2 Indemnification. The Association shall indemnify its Directors, Officers, committees, employees and agents from and against any and all liabilities, costs and expenses incurred by them in such capacity to the fullest extent permitted by law, and shall have the power to purchase and maintain liability insurance coverage for those persons as, and to the fullest extent, permitted by the Act, as presently in effect and as may be hereafter amended.

11.3 Indemnification Not Exclusive. The rights of indemnification and reimbursement provided for in Section 11.2 of this Article shall not be deemed exclusive of any other right to which any such director, officer, committee, employee, or agent may be entitled under the Certificate of Formation, any Bylaws, agreements or votes of shareholders, or as a matter of law or otherwise.

ARTICLE 12
BOOKS AND RECORDS

12.1 Records. The Association shall use its best efforts to keep, at a minimum, the following records:

- (i) Minutes or a similar record of proceedings of meeting of the Members, Board, and committees;
- (ii) Resolutions adopted by the Board;
- (iii) Names and mailing addresses of the Members and any other contact information such as telephone numbers, e-mail addresses, emergency contact persons which are provided by the Members from time to time, the accuracy of the information being the responsibility of the members and their mortgagers;
- (iv) Names and mailing addresses of mortgagers, the accuracy of the information being the responsibility of the members and their mortgagers;
- (v) Financial records and books of account for the Association kept in a manner consistent with generally accepted accounting principles;
- (vi) A copy of plans and specifications acquired by the Association over time for improvements to the Development;
- (vii) Copies of all State and Federal tax returns prepared for the Association;
- (viii) Copies of all Governing Documents and any amendments thereto;

(ix) For at least one year or until the next election, all ballots and election records; and

(x) For at least four years, a record of all votes or written consents supporting any amendments to the Governing Documents.

12.2 Inspection. The membership register, books, records, minutes of meetings (specifically including meetings of the Members, Board, and committees), and papers of the Association shall be available for inspection by any Member or by his or her appointed representative in accordance with state law and any resolutions adopted by the Board.

12.3 Copies. Copies of the Declaration, Certificate of Formation, and Bylaws of the Association as well as all other books and records will be made for Members in accordance with state law and any resolutions adopted by the Board.

12.4 Resale Certificates. The Board may designate a Director, the Manager, or other agent to prepare or cause to be prepared, certified, and executed said resale certificate. The Association may charge a reasonable fee for the preparation of resale certificates.

ARTICE 13 ASSESSMENTS AND LIENS

13.1 Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association.

13.2 Notice to Members of Annual Assessment and Obligation to Pay Annual Assessment. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Member, at or prior to the annual meeting. Neither the Board's failure to timely adopt the budget nor the failure to give a copy thereof to the Members shall be deemed a waiver, modification or a release of the Members from their duty to pay their Annual Assessments as same are determined at such time as the annual budget is adopted.

13.3 Failure to Adopt Budget. Notwithstanding the provisions of Section 13.1, in the event that the Board fails for any reason to adopt a budget covering the next fiscal year of the Association, then and until such time as a budget shall have been adopted for the next fiscal year, the budget in effect for the then current fiscal year of the Association shall continue for the next fiscal year. Further, until such time as a budget is duly adopted for the next fiscal year, the Annual Assessment for the next fiscal year shall be deemed the same as the Annual Assessment for the then current fiscal year, and the Members shall continue paying monthly installments of such Annual Assessment in the same amount and at the same times as such monthly installments are paid during the current fiscal year.

13.4 Payment of Annual Assessments. The Annual Assessments attributable to each Lot shall be determined automatically upon adoption of the annual budget as provided in Section 13.1 and shall be equal for all Owners. Unless otherwise specified by the Board at the time of the adoption of a budget, Annual Assessments for the fiscal year covered by such budget shall be due and payable to the Association on the first day of January. After the Annual Assessments have been set by the Board, the Board shall prepare and deliver or mail to each

Member an individual statement. All Special Assessments shall be equal for all Members as provided above in the case of Annual Assessments, and shall be due and payable as the Board may determine.

13.5 Capital Reserve Contribution. The capital reserve contribution is a non-refundable amount payable at the closing of each and every sale of a Lot which is equal to \$1,000.00 or the Annual Assessment then being charged all Owners (whichever is higher) and which is to be placed in a special reserve account for capital repairs and replacements.

13.6 Late Payment. Any installment of an Assessment not paid within 30 days after the date the installment is due and payable shall bear interest at the rate of 6% per annum and/or a late charge as set by the Board.

13.7 Lien. It shall be the duty of every Member to pay his Assessments, as provided in the Declaration and as assessed in the manner herein provided. If any Member shall fail or refuse to make any such payment of his Assessments when due, the amount thereof together with late charges and/or interest thereon at the rate of 6% per annum and any costs of collection and reasonable attorney's fees shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Member in the Property as provided in the Declaration and as a personal obligation of the Owner at the time the Assessment came due.

ARTICLE 14 AMENDMENTS TO THE BYLAWS

14.1 Requirements. These Bylaws may be amended in writing upon affirmative vote of more than 50% of the Members as defined herein; provided, however, that such authority may be delegated by the vote of Members as allowed by the Texas Business Organizations Code.

14.2 Record of Amendment. An amendment of the Bylaws shall be reflected in the minutes of the Association and evidenced by filing a copy of the amendment to the Bylaws in the corporate records and by recording said amendment to the Bylaws in the Official Public Records of Real Property of Bexar County, Texas.

ARTICLE 15 NON-PROFIT ASSOCIATION

15.1 Non-Profit. This Association is not organized for profit. No Member, director, officer or Person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be distributed to, or insure to the benefit of any Member, director or officer; provided, however, that any Member, Director or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

15.2 Preservation of Status. In order to preserve the non-profit status of the Association, neither the Board nor any Member thereof shall do or authorize any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the

Declaration, Certificate of Formation or these Bylaws or Section 528 of the Internal Revenue Code. Any such act shall be ultra vires and void.

ARTICLE 16

CONFLICTING OR INVALID PROVISIONS

16.1 Conflicting Provisions. In the event of any conflict between the terms and provisions of these Bylaws and the Certificate of Formation, the Declaration, the Texas Uniform Development Act, or the Texas Business Organizations Code, the provisions of the Declaration and such statutes shall control. These Bylaws shall not be amended or altered in any manner inconsistent with the Declaration or such statutes.

16.2 Invalid Provisions. The invalidity of any provision or provisions of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these Bylaws, and in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE 17

GENERAL PROVISIONS

17.1 No Waiver of Rights. The omission or failure of the Association to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Association, shall have the right to enforce the same thereafter.

17.2 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity the provisions of these Bylaws. Failure by the Association, or any Owner, to enforce any provision contained herein, shall in no event be deemed a waiver of the right to do so thereafter.

17.3 Table of Contents and Headings. Any table of contents and headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matters which are to be construed in the interpretation of the provisions herein.

17.4 Interpretation. If any word, clause, sentence, paragraph, or other part herein shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of the Association and these Bylaws shall govern.

17.5 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in these Bylaws shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

17.6 Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make

the provisions herein apply either to corporations/business organizations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed,

Adopted on this the 17th day of November, 2014.

SMITHSON RIDGE HOMEOWNERS
ASSOCIATION, INC., a Texas Nonprofit
Corporation

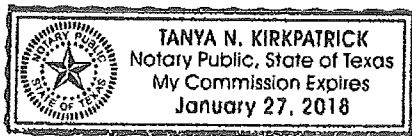
By: *Arthur C. Burdick, Jr.*
Arthur C. Burdick, Jr., President

By: *Alexia A. Herber*
Alexia A. Herber, Secretary

By: *Pamela H. Burdick*
Pamela H. Burdick, Treasurer

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 17th day of November, 2014, by Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc, a non-profit Texas Corporation.



Tanya N. Kirkpatrick
Notary Public, State of Texas
My Commission Expires: 1/27/2018

Prepared By:
Law Office of Amy M. McLin, P.C.
1100 N.W. Loop 410, Suite 700, PMB #101
San Antonio, Texas 78213

After Recording Return to:
Burdick Custom Homes, Inc.
c/o Law Office of Amy M. McLin, P.C.
1100 N.W. Loop 410, Suite 700, PMB #101
San Antonio, Texas 78213

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Pages 19
12/24/2014 8:13AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$94.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
12/24/2014 8:13AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

**SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

§

§

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to reaffirm its policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. Permanent. Certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. Seven years. Financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven years (for example the July 2014 financial statements shall be retained until July 31, 2021); and
 - c. Five years. Account records of current owners shall be retained for five years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2014 will be retained until 08/15/2019 subject to section (d) below); and
 - d. One year. Account records of former owners shall be retained as a courtesy to that former owner for one year after they no longer have an ownership interest in the property; and
 - e. Four years. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term (for example, a contract expiring on 06/30/2015 and not extended by amendment must be retained until 06/30/2019); and
 - f. Seven years. Minutes of meetings of the owners and the Board shall be retained for seven years after the date of the meeting (for example, minutes from a 08/20/2014 board meeting must be retained until 08/20/2021); and
 - g. One year or until next election. All ballots and election records must be retained for one year or until the next election whichever is longer; and
 - h. Four years. A record of all votes or written consents or ballots supporting any amendments to the Association's Governing Documents shall be retained for four years; and

- i. Seven years. Tax returns and CPA audit records shall be retained for seven years after the last date of the return or audit year (for example, a tax return for the calendar year 2014 shall be retained until 12/31/2021); and
 - j. Seven years. Decisions of the Association's Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven years from the decision date (for example, an application for a swimming pool approved on 10/31/2014 must be retained until 10/31/2021).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
 4. Any Document may be retained for a longer period of time if deemed necessary or advisable by the Board, its attorney, its CPA or financial advisor, its insurance agent, or its managing agent.
 5. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

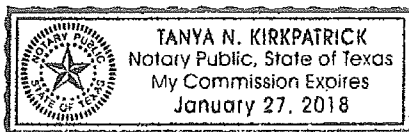


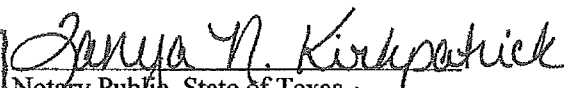
Arthur C. Burdick, Jr., President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.




Notary Public, State of Texas
My commission expires: 1/27/2018

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Pages 3
12/24/2014 8:13AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$30.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
12/24/2014 8:13AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

**SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
PAYMENT PLAN POLICY**

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

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declaration. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.


7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

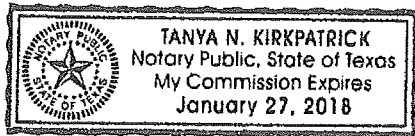


Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared {name}, President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.



[Notarial Seal]

Tanya N. Kirkpatrick
Notary Public, State of Texas

Tanya N. Kirkpatrick
Printed Name

My commission expires: 1/27/2018

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COUNTY OF BEXAR
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Gerard C. Rickhoff

SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

§

§

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment has been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.


The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association or the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent, if applicable.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

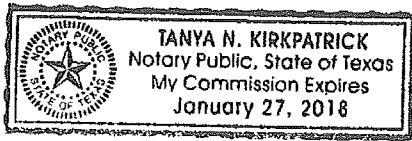


Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.



Tanya N. Kirkpatrick
Notary Public, State of Texas
My commission expires: 1/27/2018

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GERARD C. RICKHOFF
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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

**SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.


1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag or replica of any branch of the United States armed forces.
2. These Guidelines also apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association's Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size for temporary flag displays and no larger than five foot (5') by seven foot (7') in size for permanent installations.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. Up to two temporary or attached flagpoles are allowed on any portion of a structure facing a street. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

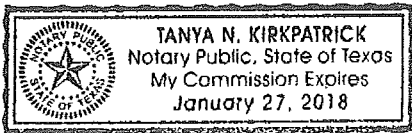


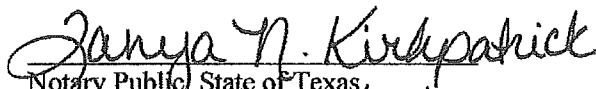
Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.





Notary Public, State of Texas
My commission expires: 1/27/2018

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GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

**SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

§

COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

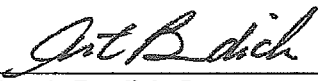
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Association's Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Association's Architectural Control Committee
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- 5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, the Association's Architectural Control Committee may approve ponds for water storage.
- 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
- 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view or viewable from any street or common area must be removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

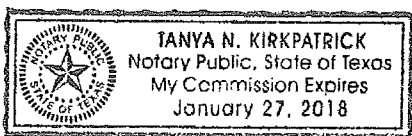


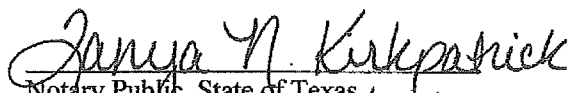
Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.





Notary Public, State of Texas
My commission expires: 1/27/2018

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Gerard C. Rickhoff

**SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

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WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

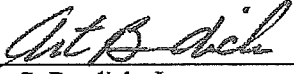
WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Association's Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

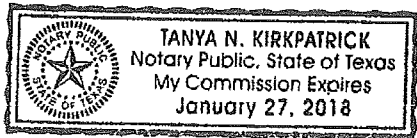


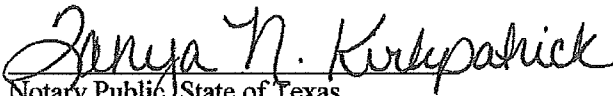
Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.





Notary Public, State of Texas
My commission expires: 1/27/2018

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Gerard C. Rickhoff

SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR ROOFING MATERIALS

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

WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

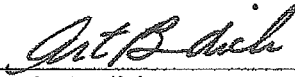
WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. The roof surface of all principal and secondary structures including garages and outbuildings shall be made of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature, or metal.
2. All metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams.
3. The Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole and complies with any rules or resolutions adopted by the Association or Committee.
4. With advance written approval from the Association's Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
5. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

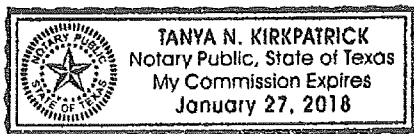


Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

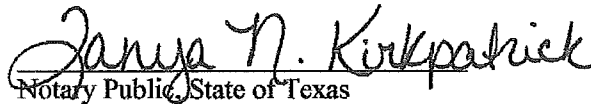
STATE OF TEXAS §
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COUNTY OF BEXAR §

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Given under my hand and seal of office this 17th day of November, 2014.



[Notarial Seal]



Notary Public, State of Texas

Tanya N. Kirkpatrick
Printed Name

My commission expires: 1/27/2018

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GERARD C. RICKHOFF
COUNTY CLERK
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STATE OF TEXAS
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12/24/2014 8:13AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

SMITHSON RIDGE HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR SOLAR ENERGY DEVICES

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

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WHEREAS, the Smithson Ridge Homeowners Association, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.


NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Association's Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 17th day of November 2014.

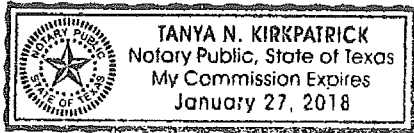


Arthur C. Burdick, Jr.
President
Smithson Ridge Homeowners Association, Inc.

STATE OF TEXAS §
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COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Arthur C. Burdick, Jr., President of Smithson Ridge Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of November, 2014.



[Notarial Seal]

Tanya N. Kirkpatrick
Notary Public, State of Texas

Tanya N. Kirkpatrick
Printed Name

My commission expires: 1/27/2018

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BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
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