

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN THACKER, who, being by me duly sworn according to law, stated the following under oath:

"My name is CAROLYN THACKER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

FirstService Residential San Antonio, LLC is the Managing Agent of Cresta Bella Homeowners Association, Inc. (the "Association"). FirstService Residential San Antonio, LLC is the custodian of the records for the Association, and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in *Section 202.001 of the Texas Property Code*. The Association's jurisdiction includes, but may not be limited to, the property subject to:

(a) the Cresta Bella Master Declaration of Protective Covenants, Conditions and Restrictions, as amended from time to time, recorded on December 8, 2008 in Volume 13780, Page 2425 of the Official Public Records of Bexar County, Texas;

(b) that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas;

(c) that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Units 3 and 5 and the Cresta Bella Homeowners Association, Inc., recorded on September 21, 2009 in Volume 14181, Page 585 of the Official Public Records of Bexar County, Texas; as re-recorded on September 23, 2009 in Volume 14184, Page 1476 of the Official Public Records of Bexar County, Texas; and re-recorded on September 24, 2009 in Volume 14185, Page 1037 of the Official Public Records of Bexar County, Texas;

(d) that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Unit 4 and the Cresta Bella Homeowners Association, Inc., recorded on March 4, 2010 in Volume 14385, Page 1256 of the Official Public Records of Bexar County, Texas;

(e) that certain Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on July 23, 2013 in Volume 16242, Page 979 of the Official Public Records of Bexar County, Texas;

(f) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899, of the Official Public Records of Bexar County, Texas, and re-recorded on July 18, 2014 in Volume 16776, Page 412 of the Official Public Records of Bexar County, Texas, as amend and restated by that First Amended and Restated Supplemental Declaration of Protective Covenants, Conditions, Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on June 4, 2015 in Volume 17274, Page 425 of the Official Public Records of Bexar County, Texas;

(g) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella, Unit 4A-7B Enclave, recorded on August 28, 2014 in Volume 16835, Page 1872 of the Official Public Records of Bexar

County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, Unit 4A-7B Enclave;

(h) that certain Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on September 23, 2014 in Volume 16881, Page 1165 of the Official Public Records of Bexar County, Texas;

(i) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella Unit 6A1 Enclave, recorded on January 28, 2015 in Volume 17063, Page 201 of the Official Public Records of Bexar County, Texas.

(j) That certain Third Amendment and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on June 4, 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Fourth Amended and Restated Residential Declaration and Agreement of
Protective Covenants, Conditions and Restrictions*

The document attached hereto is subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

FirstService Residential San Antonio, LLC
1600 NE Loop 410 Suite 202
San Antonio, Texas 78209
(210) 829-7202 Office
(210) 829-5207 Fax
carolyn.thacker@fsresidential.com

SIGNED on this the 11 day of April, 2016.

CRESTA BELLA HOMEOWNERS ASSOCIATION,
INC.

By: FIRSTSERVICE RESIDENTIAL
SAN ANTONIO, LLC

By: 
CAROLYN THACKER,
Director of Client Relations,
FirstService Residential San Antonio,
LLC, Managing Agent

VERIFICATION

THE STATE OF TEXAS
COUNTY OF BEXAR

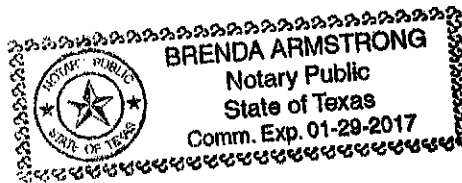
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BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN THACKER, Director of Client Relations of FirstService Residential San Antonio, LLC, who, after being duly sworn, acknowledged and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 11
day of April, 2016.


NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249



FOURTH AMENDED AND RESTATED
RESIDENTIAL DECLARATION AND AGREEMENT
OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

NOTICE:

Every Owner of residential property located within Cresta Bella shall be subject to the covenants, restrictions, and affirmative obligations contained in the Amended and Restated Master Declaration, this Fourth Amended and Restated Residential Declaration and any applicable Supplemental Declaration specific to a Unit, as well as each additional document which may amend or supplement the Governing Documents of Cresta Bella. Supplemental documents may include, without limitation, covenants, conditions, restrictions, rules, regulations, design guidelines, and policies that may be duly adopted and implemented by the Declarant or the Residential Association from time to time. Each of the documents forms an integral part of the Governing Documents of the Residential Association. Each Owner and Resident shall be subject to Cresta Bella Governing Documents without exception.

The Governing Documents contain strict requirements and obligations for the payment of assessments and for the construction, placement or modification of any Improvement of any Residential Homeowner Lot. These obligations are secured by a lien against the Residential Homeowner Lot which may be foreclosed pursuant to this Fourth Amended and Restated Residential Declaration, subject to Texas law. Each Owner or prospective Owner is advised to carefully review all such requirements as adherence to these requirements is mandatory.

THIS FOURTH AMENDED AND RESTATED RESIDENTIAL DECLARATION AND AGREEMENT OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made and entered into effective as of the _____ day of _____, 2016 (the "Effective Date") by 242 Cresta Bella, Ltd., a Texas limited partnership, for the purposes set forth herein and is joined by the Cresta Bella Homeowners Association, Inc.

RECITALS

WHEREAS, BP Hwy 10 San Antonio, Ltd., filed the plat of record on the 31st day of October, 2008 in Volume 9598, Page 40-44, Deed and Plat Records of Bexar County, Texas, establishing the development known as "Cresta Bella"; and

WHEREAS, BP Hwy 10 San Antonio, Ltd., has heretofore filed of record that certain instrument styled Cresta Bella Master Declaration of Protective Covenants, Conditions and Restrictions, as amended from time to time, recorded on December 8, 2008 in Volume 13780, Page 2425 of the Official Public Records of Bexar County, Texas, which creates a uniform plan for improvement, development and sale of Lots and imposes certain restrictions on use and which provides for the jurisdiction, authority, powers, assessments liens and powers of enforcement of the Cresta Bella Master Association, Inc. and the Cresta Bella Homeowners Association, Inc.; and

WHEREAS, BP Hwy 10 San Antonio, Ltd. transferred all its Declarant rights to 242 Cresta Bella, Ltd. in that certain Assignment of Declarant's Rights, recorded on October 3, 2011 in Volume 15164, Page 1721 of the Official Public Records of Bexar County, Texas; and

WHEREAS, the Master Declaration was amended and restated by that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas; and

WHEREAS, the Master Declaration provided for the development of Cresta Bella as Residential Homeowner Lots, strictly limited to use for single family residential purposes only and Commercial Lots for multifamily, condominium and/or other commercial uses, subject to the limitations set forth in the Governing Documents; and

WHEREAS, the Cresta Bella Homeowners Association, Inc. was incorporated under the laws of the State of Texas as a nonprofit corporation (File Number: 801000964) for the purpose of maintaining and administering the Common Facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges and the preservation of the values and amenities in the residential community known as Cresta Bella, an Enclave, copies of its Certificate of Formation and Bylaws having been filed for record on May 8, 2014 in Volume 16668, Page 739 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded in Volume 9607, Pages 41-42 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080147 establishing the residential unit known as Cresta Bella, Unit 3 Enclave; and

WHEREAS, Declarant caused to be recorded in Volume 9607, Pages 47-48 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080149 establishing the residential unit known as Cresta Bella, Unit 5 Enclave; and

WHEREAS, Declarant caused to be recorded that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Units 3 and 5 and the Cresta Bella Homeowners Association, Inc., recorded on September 21, 2009 in Volume 14181, Page 585 of the Official Public Records of Bexar County, Texas; as re-recorded on September 23, 2009 in Volume 14184, Page 1476 of the Official Public Records of Bexar County, Texas; and re-recorded on September 24, 2009 in Volume 14185, Page 1037 of the Official Public Records of Bexar County, Texas, imposing certain covenants, conditions and restrictions upon the residential units known as Cresta Bella, an Enclave, Units 3 and 5; and

WHEREAS, Declarant caused to be recorded in Volume 9611, Page 183 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080148 establishing the residential unit known as Cresta Bella, Unit 4 Enclave; and

WHEREAS, Declarant caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Unit 4 and the Cresta Bella Homeowners Association, Inc., recorded on March 4, 2010 in Volume 14385, Page 1256 of the Official Public Records of Bexar County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, an Enclave, Unit 4; and

WHEREAS, Declarant caused to be recorded that certain Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on July 23, 2013 in Volume 16242, Page 979 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded in Volume 9669 Pages 153-156 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120423 establishing the residential unit known as Cresta Bella Unit 1A Enclave; and

WHEREAS, Declarant caused to be recorded in Volume 9669, Pages 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424 establishing the residential unit known as Cresta Bella Unit 2A Enclave; and

WHEREAS, Declarant caused to be recorded that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899, of the Official Public Records of Bexar County, Texas, and re-recorded on July 18, 2014 in Volume 16776, Page 412 of the Official Public Records of Bexar County, Texas, as amend and restated by that First Amended and Restated Supplemental Declaration of Protective Covenants, Conditions, Restrictions Cresta

Bella, Units 1A Enclave and 2A Enclave, recorded on June 4, 2015 in Volume 17274, Page 425 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded in Volume 9669, Pages 58-59 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 130654 establishing the residential unit known as Cresta Bella, Unit 4A-7B Enclave; and

WHEREAS, Declarant caused to be recorded that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella, Unit 4A-7B Enclave, recorded on August 25, 2014 in Volume 16835, Page 1872 of the Official Public Records of Bexar County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, Unit 4A-7B Enclave; and

WHEREAS, Declarant caused to be recorded that certain Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on September 23, 2014 in Volume 16881, Page 1165 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded in Volume 9668, Page 557 and Volume 9669, Pages 1-4 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120425 establishing the residential unit known as Cresta Bella Unit 6A1 Enclave; and

WHEREAS, Declarant caused to be recorded that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella Unit 6A1 Enclave, recorded on January 28, 2015 in Volume 17063, Page 201 of the Official Public Records of Bexar County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, Unit 6A1 Enclave; and

WHEREAS, Declarant caused to be recorded that certain Third Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on June 4, 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant desires to amend and restate the Third Amended and Restated Residential Declaration in its entirety by this Fourth Amended and Restated Residential Declaration, which shall, among other things, impose certain use restrictions on the Property, including any annexed properties, establish rights of use and benefit to portions of the Property, and establish rules, regulations and guidelines for the operation and use of the Property, establish methods for funding the operation of the Common Facilities by the Cresta Bella Homeowners Association, Inc. and generally protect and preserve the value of the Property.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, Declarant and Cresta Bella Homeowners Association, Inc. hereby restate and agree that this Fourth Amended and Restated Residential Declaration shall replace and supersede the Third Amended and Restated Residential

Declaration. This Fourth Amended and Restated Residential Declaration shall be amended and restated as set forth herein and the Property and all property annexed hereto, shall be held, transferred, sold, conveyed, leased, encumbered, used and occupied subject to the following restrictions, terms and conditions, covenants and easements, all of which shall run with the Property, (i) shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the collective easements, covenants, conditions and restrictions, regardless of whether or not the same are set forth or referred to in said contract or deed, provided that in the event of any discrepancy between the terms of this Fourth Amended and Restated Residential Declaration and any terms of the Amended and Restated Master Declaration, the terms of this Fourth Amended and Restated Residential Declaration shall govern and prevail. In the event of any discrepancy between the terms of this Fourth Amended and Restated Residential Declaration and any Supplemental Declaration for a specific Unit in Cresta Bella, the Supplemental Declaration shall govern and prevail.

ARTICLE I

DEFINITIONS

The definitions set forth in the Amended and Restated Master Declaration are hereby incorporated by reference, unless said terms are otherwise defined, amended or supplemented herein.

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter specified. In the event of a conflict or discrepancy between the definitions in the Amended and Restated Master Declaration with the definitions herein, the definitions herein shall control as to the Property subject of this Fourth Amended and Restated Residential Declaration.

1.1 Amended and Restated Master Declaration. The term "Amended and Restated Master Declaration" shall mean that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas. The Amended and Restated Master Declaration amends and restates that certain Cresta Bella Master Declaration of Protective Covenants, Conditions and Restrictions, which was filed and recorded in the Official Public Records of Bexar County, Texas on December 8, 2008 in Volume 13780, Page 2425.

1.2 Amended Residential Declaration. The term "Amended Residential Declaration" shall mean that certain Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on July 23, 2013 in Volume 16242, Page 979 of the Official Public Records of Bexar County, Texas.

1.3 Architectural Review Committee. The term "Architectural Review Committee" shall mean the committee of the Cresta Bella Homeowners Association, Inc. that has the power, authority and duties more fully described in Article VIII of this Fourth Amended and Restated Residential Declaration.

1.4 Assessments. The term "Assessments" shall mean those charges established by the Second Amended and Restated Residential Declaration and restated in this Fourth Amended and Restated Residential Declaration upon the Members, including but not limited to, annual assessments, special assessments, specific assessments and Charges as defined herein.

1.5 Board of Directors. The term "Board of Directors" shall mean the Board of Directors of the Cresta Bella Homeowners Association, Inc.

1.6 Builder Member. The term "Builder Member" shall mean a Member who, as a part of such Member's ordinary course of business, has acquired one (1) or more unimproved Residential Homeowner Lots for new home construction and sale. The determination of the eligibility of any person or entity being classified as a "Builder Member" shall be in the sole discretion of the Architectural Review Committee.

1.7 Charges. The term "Charges" shall mean those expenses, fees, fines, interest and charges as set forth in Section 2.6 herein.

1.8 Common Expenses. The term "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Cresta Bella Homeowners Association, Inc., together with any allocations to reserves. The Common Expenses shall include, but need not necessarily be limited to, (a) the costs of installation, operation, maintenance, repair and replacement of Common Facilities as required by this Fourth Amended and Restated Residential Declaration; (b) the cost of any insurance as may be required by the Board of Directors; (c) reasonable reserves for contingencies and replacements; (d) administrative, accounting, legal and management fees; (e) taxes assessed against the Cresta Bella Homeowners Association, Inc.'s property, if any; and (f) all other costs and liabilities incurred by the Cresta Bella Homeowners Association, Inc. in the exercise of its powers and duties pursuant to this Fourth Amended and Restated Residential Declaration.

1.9 Common Facilities. The term "Common Facilities" shall mean all of the following areas or facilities within or adjacent to the Property: (a) the Private Roadways, including any entry houses and gates built thereon, (b) the median landscaped areas of the public roads located within (or adjacent to) the Property, (c) the Open Areas, (d) the Park Areas, (e) the Drainage Areas, (f) all property held by the Cresta Bella Homeowners Association, Inc. for the benefit of more than one (1) Owner and/or the Property in general, and (g) any such other area, property or facilities that the Cresta Bella Homeowners Association, Inc. may designate as Common Facilities, provided, however, that the term "Common Facilities" shall not include (i) any property which the Cresta Bella Homeowners Association, Inc. acquires as the result of a foreclosure (or deed in lieu thereof) for non-payment of Assessments or (ii) any Master Common Area. In the event that any public right-of-way within the Property is vacated, then the areas included in the vacated right-of-way shall be added to the Common Facilities.

1.10 Cresta Bella. The term "Cresta Bella" shall mean the planned unit development for property included in the plat filed of record on the 31st day of October, 2008 in Volume 9598 Pages 40-44, Deed and Plat Records of Bexar County, Texas, establishing the development known as "Cresta Bella", including any additional property that may be annexed thereto from time to time.

1.11 Declarant. The term "Declarant" shall mean 242 Cresta Bella Ltd., a Texas limited partnership or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant.

1.12 Declaration Supplement. The term "Supplemental Declaration" or "Declaration Supplement" shall mean any supplement to this Fourth Amended and Restated Residential Declaration that (a) submits additional property to this Fourth Amended and Restated Residential Declaration, creates easements over such property, imposes obligations or restrictions on such property and/or designates a portion of such property as Common Facilities or (b) creates easements over Property that is already subject to this Fourth Amended and Restated Residential Declaration, imposes additional obligations or restrictions and/or designates a portion of the Property as Common Facilities.

1.13 Development Period. The term "Development Period" shall mean the period commencing on the date of filing of the certificate of formation of the Cresta Bella Homeowners Association, Inc. and ending on the date on which Declarant is no longer a Member of the Residential Association, subject to the limitations of the Texas Property Code, whichever is sooner.

1.14 Drainage Areas. The term "Drainage Areas" shall mean all areas designated as drainage easements on any plat of any part of the Property that are made up of an entire Lot (or two or more entire Lots), including Lot 901, Block 20, N.C.B. 18333, as shown on Subdivision Plat Establishing Cresta Bella, Unit 3 Enclave, recorded in Volume 9607, Page 41-42 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080147 and any additional Lots designated as drainage easements on any recorded plat in the Official Public Records of Bexar County, Texas from time to time. The term "Drainage Area" shall not include any platted drainage easements located on Residential Homeowner Lots.

1.15 Easement Area. The term "Easement Area" shall mean the area of the Property subject to an easement granted under, or otherwise referenced in, this Fourth Amended and Restated Residential Declaration or as set forth in any recorded plat or easement document.

1.16 Expansion Property. The term "Expansion Property" shall mean the property shown as Units 1, 2, 4A-7B, 6A1, 6B, 7A, 8, 9A and 9B on the Master Development Plan and any other property that may be annexed by Declarant.

1.17 Fourth Amended and Restated Residential Declaration. The term "Fourth Amended and Restated Residential Declaration" shall mean this Fourth Amended and Restated Residential Declaration and Amendment of Protective Covenants, Conditions, Restrictions and Easements.

1.18 Governing Documents. The term "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Cresta Bella and the Cresta Bella Homeowners Association, Inc., including, without limitation, the certificate of formation of Cresta Bella Homeowners Association, Inc., the bylaws of Cresta Bella Homeowners Association, Inc., the Amended and Restated Master Declaration, this Fourth Amended and Restated Residential Declaration, all Supplemental Declarations and any rules, regulations, policies and procedures of Cresta Bella Homeowners Association, Inc., as each may be amended, restated or supplemented from time to time.

1.19 Governmental Authority. The term "Governmental Authority" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter, including, without limitation, the Texas Commission on Environmental Quality, the City of San Antonio, CPS Energy and the San Antonio Water System.

1.20 Improvements. The term "Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular satellite or cable television, other utilities, or otherwise.

1.21 Lot. The term "Lot" shall mean the physical portion of the Property designated for separate ownership on any plat of any portion of the Property, including Residential Homeowner Lots and Other Lots as defined herein. A Lot includes the real estate and any Improvements located thereon and any easements or other rights or privileges appurtenant to such Lot. A Lot includes any parcel within the Property that may be platted as of the Effective Date, and shall include any future parcel that may result from a subdivision of any Lot that exists as of the Effective Date, such that a Lot existing as of the Effective Date may, after subdivision or re-subdivision, become multiple Lots in accordance with any future plat thereof.

1.22 Master Association. The term "Master Association" shall mean Cresta Bella Master Association, Inc., a Texas nonprofit corporation (charter number 080152442), and its successors and assigns. Except as the context otherwise requires, "Master Association" shall mean the Master Association acting by and through the Board of Directors.

1.23 Master Common Area. The term "Master Common Area" shall mean the property that is deemed to be "Common Area" as that term is used under the Amended and Restated Master Declaration, which shall be maintained, repaired, restored and managed by the Master Association in accordance with the Amended and Restated Master Declaration.

1.24 Master Declaration. The term "Master Declaration" shall mean that certain Cresta Bella Master Declaration of Protective Covenants, Conditions, and Restrictions, which was

recorded on December 8, 2008, in Volume 13780, Page 2425 of the Official Public Records of Bexar County, Texas, as amended, restated and/or supplemented from time to time.

1.25 Master Development Plan. The term "Master Development Plan" shall mean the 412.85 Acre Tract Master Development Plan, Plan 4: 012-B 06, dated May 30, 2008, accepted by the City of San Antonio on August 19, 2008, a copy of which is attached hereto as Exhibit A.

1.26 Member. The term "Member" shall mean any person or entity owning a Residential Homeowner Lot and as such, a member of the Cresta Bella Homeowners Association, Inc. and subject to the duties and obligations imposed by the Governing Documents, including but not limited to, Article II of this Fourth Amended and Restated Residential Declaration. The term "Member" and "Owner" may be used interchangeably herein.

1.27 Open Areas. The term "Open Areas" shall mean all greenbelt and open areas shown on any plat of any part of the Property, including Lots 901 and 902, Block 24, N.C.B. 18333, as shown on Subdivision Plat Establishing Cresta Bella, Unit 3 Enclave, recorded in Volume 9607, Pages 41-42 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080147, and Lot 903, Block 24, N.C.B. 18333, as shown on Subdivision Plat Establishing Cresta Bella, Unit 5 Enclave, recorded in Volume 9607, Pages 47-48 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080149, and Lots 902, Block 23, Lot 904, Block 23, and Lot 999, Block 20, N.C.B. 18333, as shown on Subdivision Plat Establishing Cresta Bella Unit 6A1 Enclave, recorded in Volume 9668, Page 557 and Volume 9669, Pages 1-4 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120425, and any additional open areas annexed or added to the Property from time to time.

1.28 Other Lots. The term "Other Lots" shall mean the Lots shown on any plat of any portion of the Property that are not Residential Homeowner Lots.

1.29 Owner. The term "Owner" shall mean any Person, as defined herein, who is a fee simple Owner of a Residential Homeowner Lot and such Person's successors and assigns during the period of fee ownership of such Residential Homeowner Lot, but does not include a Person having an interest in a Residential Homeowner Lot solely as security for an obligation. If more than one (1) Person owns a Residential Homeowner Lot, then each Person shall be deemed an Owner of the fractional interest in such Residential Homeowner Lot, but such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Residential Homeowner Lot or to the Owner of a Residential Homeowner Lot in the same manner as if such Residential Homeowner Lot were owned by one (1) Person.

1.30 Park Areas. The term "Park Areas" shall mean all private parks shown on any plat of any part of the Property, including Lot 1, Block 20, N.C.B. 18333, as shown on Subdivision Plat Establishing Cresta Bella, Unit 3 Enclave, recorded in Volume 9607, Pages 41-42 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080147, and any additional parks added to the Property from time to time, provided that any private park that is later dedicated to the public will not, from and after the date of such dedication, be a "Park Area" hereunder.

1.31 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, limited liability partnership, trust, or any other form of business or entity or Governmental Authority.

1.32 Private Roadways. The term "Private Roadways" shall mean the private roadways within the Property, including Cresta Bulivar, Bella Glade, Bella Mist, Bella Garden, Bella Rose, Bella Crown, as more particularly described on Exhibit B attached hereto, and any additional private roadways added to the Property from time to time, provided that any private roadway that is later dedicated to the public will not, from and after the date of such dedication, be a "Private Roadway" hereunder.

1.33 Property. The term "Property" shall mean (a) all the property included in Units 3, 4, 5 and 6, together with (b) the Expansion Property and any additional real property that later becomes subject to this Fourth Amended and Restated Residential Declaration by way of a Declaration Supplement, amendment to this Fourth Amended and Restated Residential Declaration or otherwise, less and except any portion of any of the foregoing that has been dedicated to the public.

1.34 Qualified Builder. The term "Qualified Builder" shall mean a home builder whose minimum qualifications include, but are not be limited to, the following:

- (a) Builder is in good standing with the city of San Antonio, county of Bexar, and state of Texas,
- (b) Builder evidences financial capacity to meet all obligations associated with construction of the home,
- (c) Builder has demonstrated experience in the building of the proposed home in the San Antonio market or another market if approved by 242 Cresta Bella "POA", and
- (d) Builder's plans and specifications for the proposed home meet all requirements of the Cresta Bella Architectural Design Guidelines. Request for a builder to be recognized as an approved Cresta Bella "Qualified Builder" are to be submitted to the Cresta Bella Residential Association, Inc. through its management company managing as of the date of the submittal. The Cresta Bella Residential Association, Inc. will be required to respond to any request within twenty one (21) working days of receipt of a written request or the date of an emailed request containing all required information. The approval of a Qualified Builder shall be in the sole discretion of the Architectural Review Committee.

1.35 Residential Association. The term "Residential Association" shall mean Cresta Bella Homeowners Association, Inc., a Texas nonprofit corporation (charter number 080100094), its successors and assigns.

1.36 Residential Homeowner Lots. The term "Residential Homeowner Lots" shall mean all Lots intended for single-family residential use that are subject or later become subject to this Fourth Amended and Restated Residential Declaration by way of Declaration

Supplement, amendment to this Fourth Amended and Restated Residential Declaration or otherwise.

1.37 Second Amended Residential Declaration. The term "Second Amended Residential Declaration" shall mean that Second Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements recorded on September 23, 2014 in Volume 16881, Page 1165 of the Official Public Records of Bexar County, Texas.

1.38 Third Amended and Restated Residential Declaration. The term "Third Amended and Restated Residential Declaration" shall mean that Third Amended and Restated Residential Declaration and Amendment of Protective Covenants, Conditions, Restrictions and Easements recorded on June 4, 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas.

1.39 Unit 3. The term "Unit 3" shall mean that certain 19.683 acre tract of land for which a Plat was recorded in Volume 9607, Pages 41-42 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080147 establishing the residential unit known as Cresta Bella, Unit 3 Enclave

1.40 Unit 4. The term "Unit 4" shall mean that certain 8.98 acre tract of land for which a Plat was recorded in Volume 9611, Page 183 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080148 establishing the residential unit known as Cresta Bella, Unit 4.

1.41 Unit 5. The term "Unit 5" shall mean that certain 36.499 acre tract of land for which a Plat was recorded in Volume 9607, Pages 47-48 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 080149 establishing the residential unit known as Cresta Bella, Unit 5 Enclave.

1.42 Unit 6A1. The term "Unit 6A1" shall mean all that approximately 13.446 acres, more or less, of real property shown on the Subdivision Plat Establishing Cresta Bella Unit 6A1 Enclave, recorded in Volume 9668, Page 557 and Volume 9669, Pages 1-4 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120425.

1.43 Zero-Lot Line Lots. The term "Zero-Lot Line Lots" means those Residential Homeowner Lots within Cresta Bella, Units 1A Enclave and 2A Enclave on which residences have been constructed such that one side of the residence rests directly on the boundary line of an adjoining Lot but the other side of the residence does not rest directly on the boundary line of the opposite adjoining Lot.

ARTICLE II RESIDENTIAL ASSOCIATION AND ASSESSMENTS

2.1 Creation and Powers.

(a) Declarant has caused the Residential Association to be incorporated as a Texas non-profit corporation on or about July 7, 2008.

(b) Among other powers, the Residential Association shall have all powers granted by the Texas Business Organizations Code to non-profit corporations. In addition, the Residential Association shall have the power to (i) assess and collect the Assessments specified herein; (ii) manage Residential Association funds; (iii) arrange for the performance of the services contemplated by this Fourth Amended and Restated Residential Declaration and make payment therefor out of said funds; (iv) pay for Common Expenses and to maintain, repair, restore and manage the Common Facilities in accordance with this Fourth Amended and Restated Residential Declaration and pursue reimbursement for any damages caused to the Common Facilities; (v) establish and enforce this Fourth Amended and Restated Residential Declaration and any Supplemental Declaration and the rules and regulations affecting the operation, use and enjoyment of Common Facilities; (vi) acquire and use property; (vii) adopt policies and methods of enforcement, including but not limited to, the power and authority to adopt a policy for the assessment of fines, suspension of Member's privileges or exercise self-help remedies as set forth herein for violations of the covenants, conditions and restrictions contained in the Governing Documents; (viii) perform maintenance of rights-of-way within, or adjacent to, the Property; and (ix) operate the business of the Residential Association as determined by the Board of Directors, in its sole discretion.

2.2 Membership. The membership of the Residential Association shall consist of all of the Owners of the Residential Homeowner Lots within Cresta Bella. Every Person who is a record Owner of a fee or undivided fee interest in any Residential Homeowner Lot which is subject, by covenants of record, to assessments by the Residential Association, including sellers in a contract for deed or an executory contract yet to close, shall be a Member of the Residential Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Residential Homeowner Lot which is subject to assessments by the Residential Association. Ownership of such Residential Homeowner Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquired title to any Residential Homeowner Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Residential Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder to the lien of the Residential Association, the Residential Homeowner Lot shall remain liable for any and all outstanding Assessments owed to the Residential Association. Residential Association membership shall be transferred automatically to the grantee of a conveyance of a Residential Homeowner Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void. The transfer of Membership shall not relieve the Member from any liability owed to the Residential Association as of the date of transfer and the Residential Homeowner Lot shall remain subject to the lien securing the unpaid assessments, unless extinguished by foreclosure of a priority lien.

2.3 Voting Rights. The Residential Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 2.2 above with the only exception of Declarant. Class A Members shall be entitled to one (1) vote for each

Residential Homeowner Lot in which they hold the interest required for membership by Section 2.2. When more than one (1) Person holds such interest or interests in any Residential Homeowner Lot, all such Persons shall be Members, and the vote for such Residential Homeowner Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Residential Homeowner Lot.

Class B. Class B Member shall be the Declarant. During the period Declarant owns at least one (1) undeveloped Lot, Declarant shall be entitled to that number of votes which equals the sum of the number of votes held by all other Owners plus one (1). This period being defined herein as the Development Period. Declarant's control during the Development Period shall terminate upon the earlier of:

- (a) whenever the Class B Member no longer is a Member of the Residential Association;
- (b) Declarant's election to terminate the Development Period and records a notice of termination in the Official Public Records of Bexar County, Texas; or
- (c) when Declarant has sold all of Declarant's residential Lots.

Notwithstanding any provision to the contrary in this Fourth Amended and Restated Residential Declaration, until such time as Declarant no longer owns any portion of the Property, Declarant will be entitled to appoint and remove all members of the Board. Declarant may terminate its right as to the appointment and removal of one (1) or all the Board members by recordation of a termination notice executed by Declarant and recorded in the Official Public Records of Bexar County, Texas. The preceding right of appointment is subject to the limitations imposed by the Texas Property Code.

2.4 Board of Directors. The affairs of the Residential Association shall be controlled and managed by the Board of Directors, which shall be selected as provided in the bylaws of the Residential Association. The Board of Directors may exercise all rights and powers that the Governing Documents and Texas law expressly granted to it, as well as any rights and powers that may be reasonably implied under the Governing Documents, and may take any action reasonably necessary to effectuate any such rights or powers.

2.5 Dissolution. The Residential Association may not be dissolved without (a) the approval of the Owners representing at least sixty seven percent (67%) of the votes of the Members and the Board of Directors, and (b) the conveyance of the Residential Association's interests in, and obligations with respect to the Common Facilities to a Person with the ability to maintain and service the Common Facilities and who will assume the obligations of the Residential Association under this Fourth Amended and Restated Residential Declaration.

2.6 Creation of Lien and Personal Obligation of Assessments and Charges. Each Owner of any Residential Homeowner Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Residential Association as to each such Residential Homeowner Lot: (i) Annual Assessments, payable in advance periodically as set by the Board of Directors; (ii) Special Assessments for capital improvements and extraordinary expenses, such Special Assessments to be established and collected as hereinafter provided; (iii) Specific Assessments; and (iv) other Charges, (including

but not limited to, fines, maintenance expenses, completion or repair costs) and expenses which may be charged to the Owner as provided in the Governing Documents. Any and all such Annual Assessments, Special Assessments, Specific Assessments and Charges, together with any interest which may accrue thereon in accordance with this Fourth Amended and Restated Residential Declaration, and any and all costs and attorneys' fees which may be incurred by the Residential Association in the collection of such Assessments or Charges, or in the enforcement of the covenants, conditions and restrictions of this Fourth Amended and Restated Residential Declaration, any Supplemental Declaration or other Governing Document against any Residential Homeowner Lot or the Owner thereof, shall be a charge against and shall be secured by a continuing lien upon the Residential Homeowner Lot against which each such Assessment or Charge is made or enforcement is sought, and shall also be the personal obligation of the Person who was the Owner of such Residential Homeowner Lot at the time when the Assessment or Charge fell due or the enforcement of the covenants, conditions and restrictions of this Fourth Amended and Restated Residential Declaration, Supplemental Declaration or other Governing Document was commenced. The personal obligation for delinquent Assessments and Charges shall remain the liability of the Owner and shall become the joint and several liability of the successor in title of any Owner, unless due to foreclosure of a priority lien, and shall be secured by the continuing lien on the Residential Homeowner Lot and subject to foreclosure, subject to Texas law.

2.7 Budget and Payment of Annual Assessments.

(a) For the annual Assessments, during the Development Period, the Declarant and thereafter, the Board of Directors shall determine the annual budget, based upon the anticipated Common Expenses. The budget may contain other items as the Declarant or Board of Directors, as applicable, may approve. The Declarant or Board of Directors, as applicable, shall prepare the budget, on an annual basis, in the fourth quarter of each fiscal year for the following fiscal year, with each fiscal year beginning on January 1.

(b) Notwithstanding the preceding Section 2.7 (a), during the Development Period, Declarant, at its sole discretion and without the approval of the Members, may adjust the annual Assessment from time to time, without limitation or notice, to meet the financial obligations of the Association as determined by the Declarant. Thereafter, the annual Assessment may be adjusted by the Board of Directors but shall not be increased by more than twenty percent (20%) above that of the previous year except if the increase is needed as a result of changes in regulatory costs or related to the safety or welfare of the Members. After the Development Period, any increase in the annual Assessment of more than twenty percent (20%) above that of the previous year shall require the approval of sixty seven percent (67%) of the Members voting at a meeting duly called for that purpose.

(c) After the Declarant or the Board of Directors has determined the annual budget and the annual Assessment for a given year, it shall give each Member prior written notice of the next annual Assessment and each Member's Proportionate Share thereof, which will be uniform across all Residential Homeowner Lots. In the event the Declarant adjusts the annual Assessment during the year as permitted in Section 2.7 (b), the Declarant shall notify the Board of Directors of the adjustment and the Board of Directors shall notify the Members of the adjustment prior to the effective date of the adjustment. The Members' annual Assessments are due and payable on the first (1st) day of January of each year provided however, the Board of Directors may alter the payment date in its sole discretion. If the Board of Directors adjusts the due date for the annual Assessments, prior written notice of the due date shall be provided to the Members of the newly established payment due date. If for any reason the initial annual Assessment is effective on any

date other than January 1, it shall be prorated based on the number of days remaining in the fiscal year.

(d) Each Builder Member shall be liable only for twenty five percent (25%) of its Proportionate Share of annual Assessments. The Declarant, in lieu of paying its Proportionate Share of annual Assessments, shall pay the shortfall under the then-applicable annual budget, other than any shortfall attributable to budgeted contributions to reserves and any shortfall due to failure by other Members to pay their Assessments. The obligation to pay Assessments shall be the several obligation of each Member, provided, however, that if more than one (1) Person owns a Residential Homeowner Lot, then each such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Residential Homeowner Lot in the same manner as if such Residential Homeowner Lot were owned by one (1) Person.

2.8 Payment of Special Assessments. In recognition of the possibility that the Residential Association may desire to levy a Special Assessment from time to time by action of the Board of Directors for the purpose of defraying all or part of the cost of any major capital improvements or repairs to the Common Facilities or the acquisition of property to become part of the Common Facilities, the following described procedure is hereby established for imposing any Special Assessment:

(a) Once the Board of Directors has approved a Special Assessment, a special meeting of all Members shall be called by the Board of Directors in accordance with all regular requirements for a special meeting of the Members, provided that written notice of any such meeting shall be given to all Members specifying that the purpose of the meeting is to vote on a proposed Assessment for the purpose generally described in the notice, and further provided that such notice shall be sent to all Members not less than ten (10) days nor more than sixty (60) days prior to the date of such meeting.

(b) The special meeting of the Members called for the purpose of approving the levy of a particular Special Assessment shall require a quorum as set forth in the bylaws of the Residential Association.

(c) If a quorum is established, then the Special Assessment will be effective if approved by a majority of the votes of those Members constituting the quorum.

(d) After a Special Assessment is effective in accordance with the provisions set forth above, the Board of Directors shall give each Member written notice of the Special Assessment and each Member's respective Proportionate Share thereof. Each Member, by acceptance of a deed for its Residential Homeowner Lot (or Lots), covenants and agrees to pay such Member's Proportionate Share of the Special Assessment. The Member's Proportionate Share of the Special Assessment shall be due and payable on the date specified in the notice to the Members, which date shall be no earlier than sixty (60) days after the date of the letter giving notice of such Special Assessment.

(e) Each Special Assessment shall be allocated among the Members based on each Member's Proportionate Share, provided that during the Development Period, (i) each Builder Member shall be liable only for twenty five percent (25%) of its Proportionate Share of Assessments and (ii) Declarant, in lieu of paying its Proportionate Share of Assessments, shall

pay the shortfall with respect to the capital improvement, repair or acquisition that is the subject of the relevant Special Assessment. The obligation to pay Special Assessments shall be the several obligation of each Member, provided, however, that if more than one (1) Person owns a Residential Homeowner Lot, then each such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Residential Homeowner Lot in the same manner as if such Residential Homeowner Lot were owned by one (1) Person.

2.9 Payment of Specific Assessments. The Residential Association may levy an Assessment against an individual Member in violation of any of the Governing Documents. Unless otherwise stated herein, any such Specific Assessment shall be due and payable thirty (30) days after the date of the invoice delivered to the Member containing the Specific Assessment. The Specific Assessment is secured by a continuing lien as set forth in Section 2.6 herein.

2.10 Reserve Fund Assessments.

(a) Upon the sale of a Residential Homeowner Lot by an Owner or Qualified Builder, a Reserve Fund Assessment shall be charged to the Buyer in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00). Such Reserve Fund Assessment shall be paid simultaneously with the transfer of the Residential Homeowner Lot. All Reserve Fund Assessments shall be maintained in a segregated reserve fund account for the purposes set forth herein.

(b) The Reserve Fund Assessment account shall be maintained and made available for non-recurring maintenance or for acquisition, construction, reconstruction, repair or replacement of any capital improvements or Common Facilities, including fixtures and personal property related thereto, or for any other use consistent with the provisions of this Fourth Amended and Restated Residential Declaration. The Reserve Fund Assessment is secured by a continuing lien as set forth in Section 2.6 herein.

2.11 Effect of Non-Payment of Assessments.

(a) Assessments not paid when due shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum or the highest lawful rate, whichever is lower.

(b) If suit is brought to collect a Member's Proportionate Share of any Assessment and the requirements of Chapter 209 of the Texas Property Code are satisfied (to the extent applicable), the costs of such suit and related collection efforts (including, without limitation, all reasonably necessary costs and expenses attendant upon bringing such action, including reasonable attorneys' fees and costs, recording fees, filing fees, certified mail costs, and, if suit is filed, costs of suit for enforcement and/or foreclosure) shall be paid by the Member whose Proportionate Share of the Assessments was not timely paid, and the Residential Association may levy a Specific Assessment against such Member therefor.

2.12 Compliance with Governing Documents. Should any Owner or occupant of a Residential Homeowner Lot fail or refuse to comply with the terms and provisions of this Fourth Amended and Restated Residential Declaration or any Supplemental Declaration or any other Governing Document, the Residential Association, or its successors and assigns, acting by and

through its Board of Directors, a duly authorized officer(s) or its duly authorized agent, without liability to the Owner or occupant, may, after written notice of a reasonable number of days to cure the default is provided to the Owner or occupant and failure of the Owner or occupant to comply with the terms of such notice, enter upon the Residential Homeowner Lot without liability of trespass and do or cause to be done such action as shall be necessary to bring the Residential Homeowner Lot and the Improvements thereon into compliance with this Fourth Amended and Restated Residential Declaration. Likewise, the Residential Association or the Declarant, and their respective successors and assigns, shall have the right to enforce, by a proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens and Charges now or hereafter imposed by the provisions of this Fourth Amended and Restated Residential Declaration or any other Governing Document, including but not limited to, fees and/or fines payable to the Residential Association and in connection therewith shall be entitled to recover all reasonable costs and attorneys' fees incurred in pursuance of such enforcement rights. All costs incurred by the Residential Association or the Declarant in carrying out such action to secure compliance with the terms and provisions of this Fourth Amended and Restated Residential Declaration shall be billed to the Owner of the Residential Homeowner Lot by the Residential Association by placing such bill in the United States Mail, postage paid. Any Assessment or Charges which are not paid within thirty (30) days after the same is billed shall bear interest from the date each Charge is due, until paid, at an interest rate of eighteen percent (18%) or the maximum lawful rate per annum allowed, whichever is lower and will be secured by a continuing lien upon the Residential Homeowner Lot against which such Charges are made and it shall also be the personal obligation of the Owner of such Residential Homeowner Lot at the time the action in enforcement of the terms of this Fourth Amended and Restated Residential Declaration was commenced and will continue to be an obligation of successive Owners as well. Any such amounts assessed and chargeable against a Residential Homeowner Lot shall be secured by the liens reserved in this Fourth Amended and Restated Residential Declaration for Assessments and may be collected by any means provided in this Fourth Amended and Restated Residential Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Residential Homeowner Lot, subject to Texas law. Each such Owner shall indemnify and hold harmless the Residential Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Residential Association's acts or activities under this Section 2.12 (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Residential Association's gross negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Residential Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.13 Rights of Mortgagees. The liens hereby created to secure the payment of the Assessments shall be subordinate to and shall not affect the enforcement of any first lien mortgage, purchase money or construction deed of trust or vendor's lien now of record or which may be hereafter placed of record against any Residential Homeowner Lot. Such Residential Homeowner Lot shall nevertheless remain subject to the Member's obligations under this Article II, and the sale or transfer of any of the Residential Homeowner Lots pursuant to foreclosure of

any such superior lien shall extinguish the lien securing any delinquent Assessments or Charges attributable to such Residential Homeowner Lot for the period of time prior to such sale or transfer, and said lien securing Assessments and Charges shall continue thereafter.

2.14 Resale Certificate. The Residential Association may charge and collect a reasonable fee for the issuance of any resale certificate or other certificate evidencing status of the payment of the Assessments.

2.15 Rules and Regulations. In addition to other rules, regulations and policies affecting Cresta Bella, the Board of Directors shall create rules and regulations for the use of the Common Facilities by the Members and Members' family members, invitees, guests and tenants. The Board of Directors shall have the power to revoke, replace, modify, amend, suspend and supplement the rules and regulations, from time to time, as the Board of Directors deems appropriate.

2.16 Liability of Owners for Damage to Common Facilities. No Owner shall in any way damage, alter, modify, add to or otherwise perform any work upon the Common Facilities without the prior written approval of the Board of Directors. Each Owner shall be liable to the Residential Association for any and all damages to: (i) the Common Facilities and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Residential Association, which damages were intentional or caused by the neglect, misuse or negligence of such Owner or Owner's family, invitees, guests or by any tenant or other occupant of such Owner's Residential Homeowner Lot. The full cost of all repairs of such damage shall be an Assessment against such Owner's Residential Homeowner Lot, secured by a lien against such Owner's Residential Homeowner Lot and collectable in the same manner as provided for in Section 2.12 of this Fourth Amended and Restated Residential Declaration.

ARTICLE III TERM, AMENDMENTS AND SUPPLEMENTS

3.1 Initial Term. This Fourth Amended and Restated Residential Declaration and the covenants, conditions, restrictions, easement, Charges and liens set out herein shall run with the Property, and shall be binding upon and inure to the benefit of Declarant and the Residential Association, and their respective successors and assigns, until December 31st of the year 2039 (the "Initial Term"), provided, however, that the easements granted in Article V of this Fourth Amended and Restated Residential Declaration that are specified as being perpetual shall continue beyond the Initial Term and any extension period and shall be perpetual.

3.2 Renewal. The Initial Term shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Bexar County, Texas, at least six (6) months prior to said Initial Term expiration date or the expiration of the applicable ten (10) year extension periods. Time is of the essence. Any such instrument of revocation, whether in whole or in part, must be approved by a unanimous vote of the Board of Directors and by Members representing at least sixty seven percent (67%) of the votes of the Residential Association.

3.3 Amendment. This Fourth Amended and Restated Residential Declaration may be unilaterally amended by the Declarant during the Development Period or amended upon a unanimous vote of the Board of Directors and approval of the Members representing at least sixty seven percent (67%) of the votes of the Residential Association. If amended by the Members, the Declarant shall have the right to veto any such amendment during the Development Period, subject to limitations of the Texas Property Code. If any such vote would create an easement in favor of the Residential Association over the Residential Homeowner Lot of any Owner, then such vote shall include the consent of each affected Owner of the Residential Homeowner Lot, if applicable. Any instrument of amendment must be executed by the Residential Association and, during the Development Period, the Declarant.

3.4 Declaration Supplements.

(a) Declarant may, from time to time, submit to the terms of this Fourth Amended and Restated Residential Declaration all or any portion of the Expansion Property by executing and recording a Declaration Supplement, including any amendments thereto, describing the additional property to be submitted. Any such Declaration Supplement may create easements over, impose obligations or restrictions on and/or designate as Common Facilities any portion of the property that is the subject of the Declaration Supplement. Declarant may record each Declaration Supplement prepared in accordance with this Section 3.4(a) without the consent or signature of any Person.

(b) Declarant may also, from time to time, by way of a Declaration Supplement, create additional easements over and on and/or designate as Common Facilities any portion of Property that is already or may become subject to this Fourth Amended and Restated Residential Declaration, but such Declaration Supplement will require the approval of an existing Owner of a Residential Homeowner Lot when their Property is directly affected. Each Declaration Supplement prepared in accordance with this Section 3.4(b) shall be executed by Declarant and if applicable, the Owners of the portion of the Property that is the subject of the Declaration Supplement, with no other consent or signature of any other Person required, unless such Declaration Supplement would increase the annual Assessments of the Members as a whole or otherwise encumber the Residential Homeowner Lots as a whole, in which case such Declaration Supplement will be considered to be an amendment to this Fourth Amended and Restated Residential Declaration (and so titled), subject to the requirements of Section 3.3.

(c) Nothing in this Fourth Amended and Restated Residential Declaration shall be construed to require Declarant to submit any of the Expansion Property (or any other property) to this Fourth Amended and Restated Residential Declaration or to develop any of the Property or the Expansion Property in any manner whatsoever. Declarant may subject and submit different parcels of property or all or a portion of any unit to this Fourth Amended and Restated Residential Declaration at different times. Declarant gives no assurances as to the boundaries of the parcels that may be submitted or the order in which they may be submitted. Declarant's right to act under this Section 3.4 shall expire at the end of the Development Period.

(d) After the Development Period, the Residential Association may act in the role of Declarant under this Section 3.4, provided that any Declaration Supplement recorded after the Development Period shall be executed by the Residential Association and, if applicable, the Owner of the portion of the Expansion Property being submitted to this Fourth Amended and

Restated Residential Declaration and shall require the unanimous approval of the Board of Directors and of Members representing at least sixty seven percent (67%) of the votes of the Residential Association.

ARTICLE IV COMMON FACILITIES

4.1 Control of the Common Facilities.

(a) The Residential Association shall have the sole authority and control over the Common Facilities, including the right to establish reasonable rules, regulations and penalties covering the use of the Common Facilities (including parking and speed limits over the Private Roadways) and any recreational facility situated upon or constituting a part of the Common Facilities.

(b) The Residential Association shall determine the hours and staffing of any entry houses, guard stations and gates that are part of the Common Facilities and the manner of their operation, the cost of which shall be a Common Expense. Although the Residential Association may elect in the future to provide security for the Property, the Residential Association is not now the provider of any security, and the Owners must provide their own security for their home and property. The Residential Association has no obligation, and shall have no obligation, to provide for the manning of the guard station or any other security of any nature whatsoever. Any security provided in the future shall be at the option of the Residential Association and in any event will only be at such time, if ever, as Assessments are sufficient to pay for same.

NOTWITHSTANDING THE FOREGOING, NEITHER THE RESIDENTIAL ASSOCIATION NOR DECLARANT MAKES ANY REPRESENTATION OR WARRANTY CONCERNING THE HOURS, STAFFING AND/OR MANNER OF OPERATION OF THE ENTRY HOUSES, GUARD STATIONS AND GATES OR THE SECURITY AND/OR SAFETY PROTECTION THEY MAY (OR MAY NOT) OFFER, NOR SHALL ANYTHING IN THIS FOURTH AMENDED AND RESTATED RESIDENTIAL DECLARATION CONSTITUTE ANY SUCH REPRESENTATION OR WARRANTY BY THE RESIDENTIAL ASSOCIATION OR DECLARANT.

(c) The Residential Association shall have the right to do the following:

- (i) Subject to the requirements of Section 209.006 of the Texas Property Code, suspend a Member's rights to the use of any Common Facilities and any recreational facilities thereon, if any, for a period of time during which any Charges or Assessments against such Member's Residential Homeowner Lot remain unpaid, and to suspend such rights for a period not to exceed one hundred eighty (180) days for any infraction of the Residential Association's published rules and regulations, and
- (ii) dedicate or transfer all or any part of the Common Facilities to any Governmental Authority having the same or similar purposes as the Residential Association, subject to such conditions as may be reserved in the dedication or transfer, provided, however, that no such dedication or transfer shall be effective unless it has been approved by a unanimous vote

of the Board of Directors and by the Members representing at least sixty seven percent (67%) of the votes of the Residential Association and is evidenced by an instrument executed by the Residential Association and, during the Development Period, Declarant, recorded in the Official Public Records of Bexar County, Texas.

4.2 Obligation to Maintain the Common Facilities. The Residential Association shall maintain, repair, restore, replace and manage the Common Facilities in accordance with this Fourth Amended and Restated Residential Declaration or any other applicable Governing Document.

4.3 Initial Standards. The initial Board of Directors shall determine the initial design, approve the initial construction and establish the initial standard of maintenance for the Common Facilities.

4.4 Modification of Standards. During the Development Period, the Board of Directors shall have the authority to modify the standard of design, construction and maintenance of the Common Facilities upon a vote of at least two-thirds (2/3) of the members of the Board of Directors. The Declarant shall have the authority to veto any modification made by the Board of Directors during the Development Period. Until standards are modified, the initial standards shall control. The Assessments must be sufficient to maintain the standards, whether initial standards or modified standards.

4.5 Property Signage. The Residential Association shall have sole authority over all signage that is to be installed in or on any part of the Common Facilities. However no sign with flashing lights or flashing neon will be allowed on the Property, and no sign lighting shall unreasonably interfere with the Residential Homeowner Lots. The Residential Association shall have the full authority to adopt a sign policy controlling restrictions on signage. If there is a conflict between this Fourth Amended and Restated Residential Declaration and any duly adopted sign policy, the terms of the sign policy shall prevail.

ARTICLE V EASEMENTS

5.1 Common Facilities Easements to Members.

(a) The Residential Association hereby grants the following easements to each Member:

- (i) a perpetual, non-exclusive easement in, on, over, through and across the Private Roadways for pedestrian and vehicular traffic for the purpose of ingress and egress to and from such Member's Lot and general pedestrian and vehicular access throughout the Property;
- (ii) a perpetual, non-exclusive easement in, on and over the Open Areas and Park Areas for walking, jogging, bicycle riding and similar recreational purposes;

- (iii) a perpetual, non-exclusive easement in, on and over the Drainage Areas for the flow and retention of storm water and, to the extent not interfering with the use of the Drainage Area for drainage purposes, walking, jogging, bicycle riding and similar recreational purposes; and
- (iv) a perpetual, non-exclusive easement in, on and over any other Common Facilities owned by the Residential Association, if any, for the purposes set forth on the plat relating thereto.
- (v) the easements granted above, other than the easement of drainage, may be suspended or limited for any Owner that is delinquent in the payment of Assessments or Charges due the Residential Association or in violation of this Fourth Amended and Restated Residential Declaration or any other Governing Document.

(b) The Common Facilities may, subject to the terms and conditions of this Fourth Amended and Restated Residential Declaration and any other Governing Document promulgated by the Residential Association with respect thereto, be used and enjoyed on a non-exclusive basis by each Member, subject to suspension for violations of the Governing Documents. This right shall be appurtenant to and shall pass with the title to each Residential Homeowner Lot.

(c) All easements granted under this Section 5.1 are subject to any restrictions on the use of the relevant Easement Areas as may be set forth in any relevant recorded plat or easement instrument.

5.2 Easements over Residential Homeowner Lots.

(a) Any Governmental Authority or utility company having easement rights over any platted drainage or utility easement area located on any portion of a Residential Homeowner Lot shall have the right of ingress and egress in, on, over and across the relevant Residential Homeowner Lot for the purposes of installing, replacing, repairing and maintaining all facilities for utilities located thereon, including, without limitation, water, sewer, telephone, electricity, gas and cable television.

(b) All such Easement Areas shall be maintained by the Owner of the Residential Homeowner Lot on which the Easement Area is located, except for those improvements for which a Governmental Authority or utility company is responsible.

(c) Neither Declarant, the Residential Association nor the Architectural Review Committee shall be liable for any damage done by any Governmental Authority or utility company on or to any fences, Improvements, trees, shrubs or other plants now or hereafter located on or near any Easement Area on a Residential Homeowner Lot.

(d) No provision in this Fourth Amended and Restated Residential Declaration relating to the placement or nature of any structures or conditions on any Residential Homeowner Lot, nor any approval of the Architectural Review Committee, shall adversely affect any holder of an easement over a Residential Homeowner Lot or expand the rights of any

Member with regard to the construction or maintenance of Improvements within an Easement Area located on such Member's Residential Homeowner Lot.

5.3 Owner's Maintenance Easement. Each Owner of a Zero-Lot Line Lot is hereby granted an easement over and across the area on the adjacent Lot that is three (3) feet in width parallel to the common boundary line on which the Owner's Improvements are constructed to the extent reasonably necessary to maintain or reconstruct Improvements located upon such Owner's Zero-Lot Line Lot, subject to the consent of the Owner of the adjoining Lot, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Lot. The Owner of the adjoining Lot shall not construct or locate any Improvements in the maintenance easement that unreasonably interfere with Owner's access to maintain or reconstruct Owner's Improvements. The consent to the adjoining Owner will not be unreasonably withheld; however, the adjoining Owner may require that access to his Lot be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. If an Owner damages any Improvements (including landscaping) located outside of the maintenance easement upon an adjoining Lot in exercising the easement granted hereunder, the Owner will be required to restore such Improvements to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Owner of the damaged Improvements.

5.4 Subdivision Perimeter Fencing Easement. Declarant hereby reserves for itself and the Residential Association, an easement over and across the Residential Homeowner Lots for the installation, maintenance, repair or replacement of certain subdivision perimeter fencing in and along boundaries of each Unit, as needed, for the installation and maintenance of perimeter fencing as determined by Declarant, including, without limitation, in and along any of the private streets in Cresta Bella. Notwithstanding the reservation of easement, Declarant is under no duty to install any perimeter fencing and shall do so in the sole discretion of Declarant. Declarant will have the right, from time to time, to record a written notice in the Official Public Records of Bexar County, Texas, which identifies the subdivision perimeter fencing to which the easement set forth herein applies if not otherwise indicated on a recorded plat. Declarant may designate all or any portion of the subdivision perimeter fencing as Common Facilities by written notice recorded in the Official Public Records of Bexar County, Texas. The failure to make such designation and record same shall not affect the character of any Declarant constructed fencing intended to be a Common Facility. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Residential Homeowner Lot or residence or Improvement constructed thereon.

5.5 No Interference.

(a) No Owner may plant, construct or erect, or permit any other Person to plant, construct or erect, any hedges, fences, barricades, Improvements or other obstructions, temporary or otherwise, in any Easement Area that would interfere with any of the easements granted under this Fourth Amended and Restated Residential Declaration or shown on any plat of any portion of the Property.

(b) No Owner of any Residential Homeowner Lot over which a platted drainage easement is located may perform or cause or permit to be performed any act that would divert, increase, accelerate or impede the natural flow of water over and across such Easement Areas. More specifically, and without limitation, no Owner may do or permit any other Person to do any of the following in any such drainage Easement Area:

- (i) alter the existing configuration of the Easement Area; fill, excavate or terrace such area; or add or remove trees or other significant vegetation from such area without in each case obtaining the prior written approval of the Architectural Review Committee;
- (ii) plant, construct or erect a hedge, fence, barricade or other structure of any type upon such Easement Area;
- (iii) store, either temporarily or permanently, anything upon such drainage Easement Area; or
- (iv) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage Easement Area, either on a temporary or permanent basis.

(c) In the event any Owner should fail to abide by the limitations contained in this Section 5.5, the Residential Association, after statutory notice, may enter upon the Residential Homeowner Lot without liability of trespass and do or cause to be done such action as shall be necessary to remove any debris or Improvements located within a platted drainage easement and the costs associated therewith shall be a Charge against the Residential Homeowner Lot.

ARTICLE VI RESTRICTIONS ON USE

NOTICE

EACH OWNER IS ADVISED TO REVIEW THE GOVERNING DOCUMENTS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN CRESTA BELLA TO ENSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.

6.1 General Use Restrictions.

(a) Single-Family Residential Use. The Residential Homeowner Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one (1) detached single family residence.

(b) The Other Lots may be used only as Common Facilities.

6.2 No Professional, Business, or Commercial Activity. No professional, business, or commercial activity shall be conducted on any Residential Homeowner Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) such

activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Homeowner Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent or detectable by sight, (i.e., no sign may be erected advertising the business on any Residential Homeowner Lot), sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board of Directors' judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board of Directors; and (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether or not the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity engaged in is full or part-time; is intended to or does generate a profit; or a license is required.

This Section 6.2 shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Residential Homeowner Lot for the purpose of constructing a residence thereon for resale to a third party. Provided however, a Builder Member's use of a model home or sales office shall be subject to the limitations contained in Section 8.12 herein.

6.3 Leasing. Leasing of a residence for a period of three (3) months or longer shall not be considered a business or trade within the meaning of this subsection. Rental, leasing or sub-leasing of a residence or any part thereof for a period less than three (3) months shall be considered a short term rental and shall be strictly prohibited, including but not limited to, rental for weekends, special events, boarding or vacation homes. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Amended and Restated Master Declaration, this Fourth Amended and Restated Residential Declaration, any applicable Supplemental Declaration and all duly adopted rules, regulations, and policies of the Residential Association. The lease shall also obligate and bind the tenant to comply with the foregoing Governing Documents. The Owner shall be responsible and held accountable for the tenant and the tenant's compliance with this Section 6.3 and all other terms and conditions contained in this Fourth Amended and Restated Residential Declaration and other Governing Documents. The Owner shall provide the Residential Association a signed copy of the lease within five (5) days of execution by the parties. Failure to do so shall be a violation of this Fourth Amended and Restated Residential Declaration. In the event a tenant violates any of the terms and conditions of this Fourth Amended and Restated Residential Declaration or other Governing Documents of the Residential Association, Owner, after receipt of notice from the Residential Association, shall take such necessary action to cause the tenant to comply with and conform to the applicable

restrictions, rules, regulations and policies contained in the Governing Documents of the Residential Association. If Owner fails to do so, the Residential Association may elect to proceed with enforcement remedies and Owner shall indemnify the Residential Association for all costs incurred by the Residential Association in connection with the enforcement action. The costs shall be assessed and charged to the Owner's property subject to the enforcement action.

This subsection shall not apply to any activity conducted by Declarant or a Builder Member engaged in the business of constructing homes for resale who acquires a Residential Homeowner Lot for the purpose of constructing a residence thereon for resale to a third party.

6.4 Storage of Materials. No objectionable or unsightly usage of any Residential Homeowner Lot or condition on any Residential Homeowner Lot will be permitted which is visible to public view. Building materials may be stored on a Residential Homeowner Lot only when being employed in construction on such Residential Homeowner Lot, and any such stored materials must be kept in a neat, clean and orderly condition. No such materials may be placed on a Residential Homeowner Lot that is not under construction, in the street, or between the curb and the Residential Homeowner Lot's property line. And, on a Residential Homeowner Lot under construction, any excess materials not needed for construction and any building refuse shall promptly be removed from such Residential Homeowner Lot within fourteen (14) days of substantial completion, which includes landscaping activities.

6.5 Vehicles and Parking.

(a) Owners, residents and tenants which own and/or reside in a residence in Cresta Bella shall park their automobile, pick-up $\frac{3}{4}$ ton or less or motor scooter, motorcycle or other licensed means of transportation (collectively "Vehicle") in the residence's garage or driveway except as hereinafter stated. Owners, residents and tenants shall be permitted to park their Vehicle in the street on a temporary basis only for no longer than four (4) hours in any twenty-four (24) hour period if circumstances exist which prohibit the owners, residents or tenants from parking in the residence's garage or driveway.

(b) Visitors, invitees and guests shall be permitted to park on the private streets while visiting an owner, resident or tenant's residence. The permitted street parking shall be limited to not more than twenty-four (24) consecutive hours without the express written consent of the Residential Association. In the event a visitor, invitee or guest's vehicle is parked on a private street, regardless of length of time, for fourteen (14) days in any thirty (30) day period, the owner and/or operator shall be considered a "resident" for the purpose herein. For special circumstances, the owner of a residence may request from the Residential Association an exception to this policy and the Residential Association, in its sole discretion, may grant an extension of time.

(c) The parking of commercial vehicles larger than a three-quarter-ton pickup truck or any vehicle bearing commercial names or insignia on any Lot or Private Roadway or other street on the Property is prohibited except (i) in an enclosed structure or screened area not visible from adjacent Lots or the street or (ii) in connection with the construction or maintenance of single-family homes or Common Facilities.

(d) Parking of any vehicle on or at Common Facilities is permitted only in parking lots or specifically designated areas as determined by the Residential Association.

(e) No motor homes, trailers, campers, recreational vehicles, commercial vehicles larger than a three-quarter-ton pickup truck or wrecked, junked or otherwise inoperable vehicles may be parked or maintained in the front or side, if a corner Lot, of any Residential Homeowner Lot for more than twenty four (24) hours in any ten (10) day period, or elsewhere on a Residential Homeowner Lot unless in an enclosed structure or screened area that prevents the view thereof from adjacent Lots and streets.

(f) No vehicle may be parked or stored on any unpaved portion of any Residential Homeowner Lot.

(g) No dismantling or assembling of any vehicle, trailer, tent or large machinery or equipment is permitted in any driveway, street or yard that is adjacent to a street.

(h) In addition to the other parking limitations herein, the Owner or operator of a Vehicle may not park on Residential Association or private property a Vehicle that:

- (i) Is parked in a designated tow-away zone;
- (ii) Is parked in a designated "fire lane" or next to a red curb;
- (iii) Is parked on grass or other landscaped areas;
- (iv) Is parked in a marked handicap space with no valid handicap permit or license plate;
- (v) Is parked in an area that obstructs a traffic aisle, entry or exit of any Cresta Bella Common Facilities;
- (vi) Is parked in an area that obstructs the free flow of traffic on the Cresta Bella private streets;
- (vii) Is parked in an area designated by the Residential Association as a "no parking area";
- (viii) Is parked on a Cresta Bella private street or Common Facility and leaks excessive fluids;
- (ix) Is abandoned as determined by the Residential Association;
- (x) Is wrecked and legally not driveable on city streets;
- (xi) That displays a sign or notation the vehicle is "For Sale";
- (xii) Is parked within fifteen (15) feet of a fire hydrant;
- (xiii) Is parked in any area that hinders or interferes with an emergency operation by an appropriate emergency department or entity;
- (xiv) Is parked in an area that blocks or impairs the use of a sidewalk.

The Board of Directors, in its sole discretion, shall have the authority to adopt additional rules, regulations and policies from time to time to amend or supplement the above vehicle and parking restrictions. Any amendments or supplements shall have the same enforceability as though the terms contained therein are included in this Fourth Amended and Restated Residential Declaration.

6.6 Other Prohibited Activities and Conditions. Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Residential Association, the following activities and conditions are prohibited within the Property:

(a) any individual water supply system or sewage disposal system, including, but not limited to, water wells, cesspools and septic tanks;

(b) raising, breeding or keeping of animals, including but not limited to, livestock, poultry, exotic or dangerous pets of any type that may pose a health or security threat to the community, for any purpose except that dogs, cats and other common household pets (but no more than three adult animals) may be kept, provided that (i) they are not kept, bred or maintained for any commercial purposes, (ii) they shall at all times, except when confined within a residence or within the boundaries of the Owner's Residential Homeowner Lot, be restrained by a leash or in a pet carrier or other similar container, (iii) the pet's Owner shall be responsible for cleaning up after such Owner's pet and (iv) excessive or persistent barking will not be permitted;

(c) any activity that emits foul or obnoxious odors, hazardous fumes or other pollutants or creates noise or other conditions that tend to disturb the peace or threaten the safety of the occupants of other Residential Homeowner Lots;

(d) any activity that violates local, state or federal laws or regulations, provided that the Residential Association shall have no obligation to take enforcement action in the event of a violation;

(e) outside burning of trash, leaves or debris;

(f) use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Residential Homeowner Lots, except alarm devices used exclusively for security purposes, and provided that this provision does not prohibit music from being played outside in a manner that does not create a nuisance or interfere with the peaceful use of another's Residential Homeowner Lot;

(g) discharge of firearms;

(h) the drilling for oil, gas or water, drilling or development operations or refining, quarrying or mining operations of any kind; and

(i) lighting that is directed in such manner that it unreasonably interferes with or intrudes upon other Residential Homeowner Lots or is otherwise not generally in conformance with the Camp Bullis Military Lighting Overlay Zoning District requirements or the regulations imposed by any other applicable Governmental Authority.

(j) Clotheslines shall be strictly prohibited unless approved in writing by the Architectural Review Committee, in its sole discretion.

6.7 Garbage. No Lot shall be used or maintained as a dumping ground for garbage. Garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No cans, bags or other receptacles for the storing or disposal of garbage, rubble or debris shall be stored or placed on any Lot where visible from any street except solely on a

day designated for removal of garbage. All sanitary containers shall be set out on the day for pick up and returned to its non-visible location immediately after the garbage is picked up by the garbage collection servicer. Sanitary containers shall not be set out the night before the day for pick up.

6.8 Antennae, Solar Collectors, Rainwater Collection Systems, Flags and Religious Displays. Antennae, Solar Collectors, Rainwater Collection Systems, Flags, and Religious Displays shall be regulated by policy in compliance with the Texas Property Code and duly adopted by the Residential Association.

6.9 Re-Subdivision. No Residential Homeowner Lot may be further subdivided.

6.10 Swimming Pools. No swimming pool may be constructed on any Residential Homeowner Lot without the prior written approval of the Architectural Review Committee. Each application made to the Architectural Review Committee shall be accompanied by plans and specifications for the proposed in ground swimming pool construction to be done on such Residential Homeowner Lot, including a site plan and schematic plan showing the location, elevation and dimensions of the swimming pool and all related improvements, together with the plumbing and excavation disposal plan. All pool equipment shall be screened from visibility from any street. No above ground swimming pools, whether fully or partially, are permitted. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Residential Homeowner Lot to insure that there is no erosion into the streets, lakes, tanks, or other lots. In no event shall swimming pools be drained or permitted to discharge water into the streets, lakes, tanks, or other Lots. All swimming pools must be enclosed with a fence approved by the Architectural Review Committee and that is adequate to prevent unauthorized access to the swimming pool and complies with applicable law.

6.11 Tanks. No underground or above-ground storage tanks are permitted within the Cresta Bella, except for standard gas grill tanks, and with the written approval of the Architectural Review Committee, water tanks and swimming pool filtration tanks. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Architectural Review Committee.

6.12 Mailboxes. No mail boxes or similar receptacles shall be erected and maintained on a Residential Homeowner Lot, it being contemplated that there shall be central mail areas situated upon the Common Facilities.

6.13 Air Conditioners. No window or wall-type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building on any part of the Property without the written approval of the Architectural Review Committee.

6.14 Visual Screening on Residential Homeowner Lots. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Residential Homeowner Lot so as to be visible from adjoining property or streets. All service areas, storage areas, loading areas, yard equipment, woodpiles or storage piles shall be kept screened, in order to conceal them from view from neighboring Lots or streets.

6.15 Additional Land Use Regulations. The Residential Association is empowered to establish additional land use regulations relating to the Property as it may from time to time deem necessary to ensure the preservation and appearance of the Property as a first-class residential neighborhood. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners when recorded as required by the Texas Property Code.

ARTICLE VII MAINTENANCE OF RESIDENTIAL HOMEOWNER LOTS

7.1 Maintenance. The Owners of each Residential Homeowner Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Residential Homeowner Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Architectural Review Committee, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section 7.1 has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Review Committee, in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping planting beds free from turf grass.
- (h) Keeping driveways in good repair.
- (i) Keeping fencing in good repair.
- (j) Complying with all government, health and police requirements.
- (k) Repainting of Improvements.
- (l) Repair of exterior damage, and wear and tear to Improvements.

7.2 Maintenance Pre-Occupancy. Before construction and occupancy of a residence on a Residential Homeowner Lot, if an Owner fails to maintain Owner's Residential Homeowner Lot, the Residential Association may, at the Residential Association's option, maintain the Residential Homeowner Lot, and the cost of such maintenance shall be borne by the Owner. Such Owner shall reimburse the Residential Association immediately after receipt of a statement setting forth such cost, and in the event of such Owner's failure to pay any such cost, the amount thereof and any reasonable attorneys' fees and costs and court costs shall be a specific Assessment against the relevant Residential Homeowner Lot, which shall be collected in the

same manner as any Assessment provided for in this Fourth Amended and Restated Residential Declaration.

ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE

8.1 Architectural Review Committee.

(a) The Architectural Review Committee shall consist of not less than three (3) members nor more than seven (7) members appointed by the Board of Directors. The Architectural Review Committee shall have the power, authority and duties described in this Article VIII, including the power and authority to approve or disapprove the erection, placement or alteration of any building, landscaping and other Improvement on the Property. During the Development Period, the members of the Architectural Review Committee need not be Members of the Residential Association. Thereafter, members of the Architectural Review Committee must be Members of the Residential Association.

(b) In the event of resignation, death, or removal by the Board of Directors of any member of the Architectural Review Committee, the Residential Association shall appoint a successor to fill the vacancy.

(c) The mailing address of the Architectural Review Committee is the address of the management company in the Management Certificate of record for the Association as recorded in the Official Public Records of Real Property in Bexar County, Texas.

(d) The Architectural Review Committee shall have the power and authority to (i) perform fact finding functions hereunder, (ii) construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction, (iii) from time to time, determine and publish reasonable standards for materials, colors and design for improvements and landscaping, site planning and other design guidelines for the Property; (iv) designate one (1) or more members of the Architectural Review Committee or other designated representative to respond on behalf of the entire Architectural Review Committee; (v) with the written approval of the Board of Directors, establish the charges for plan review and inspections, from time to time and (vi) in the event of non-compliance with this Article VIII, assess fines against the Initial Deposit and the Residential Homeowner Lot and/or halt the non-complying construction (by sending statutory written notice to the non-complying Owner or proceeding by injunction if necessary) and require resolution of such non-compliance before continuation of construction.

(e) The Architectural Review Committee shall have broad discretion to permit, consent to or approve a variance from the specific requirements of this Fourth Amended and Restated Residential Declaration when in its opinion and in its sole and absolute discretion, such variance will not impair or detract from the high quality development of Cresta Bella and is justified due to aesthetic considerations or unusual circumstances. Any waiver of a requirement or grant of a variance with respect to any Owner shall be specific and shall not constitute a waiver or grant of variance in any other instance or to any other Owner.

(f) The members of the Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this Fourth Amended and Restated Residential Declaration.

(g) Any authority to act or decision of the Architectural Review Committee as permitted by this Fourth Amended and Restated Residential Declaration may be reviewed and approved, rejected or amended by the Board of Directors. The Board of Directors may adopt policies delegating specific tasks to be performed by the Architectural Review Committee in its own discretion without the necessity of Board of Directors confirmation. Any decision of the Architectural Review Committee may be appealed to the Board of Directors for reconsideration. The Board of Directors shall have authority to adopt rules and procedures for the appeals process by an applicant. The decision of the Board of Directors on appeal shall be final and non-appealable.

8.2 No Personal Liability. Neither the Residential Association, the Architectural Review Committee nor any of their respective members shall be personally liable to any Person claiming the benefits of this Fourth Amended and Restated Residential Declaration for any personal injury or property damage or loss arising out of the Architectural Review Committee's acts or failure to act hereunder, any remedy being restricted to injunctive relief and no other. Any approval by the Architectural Review Committee shall not be construed to mean that any approved construction:

(a) complies with any applicable building standards or any applicable law or restrictive covenant,

(b) will increase the value of any Residential Homeowner Lot, or

(c) will cause no harm to any Person or property or neighboring properties. All Improvements on any Residential Homeowner Lot are constructed at the sole risk of the Owner thereof.

8.3 Obligation to Obtain Approval. No building, fence or other structure or Improvement of any character, including but not limited to, swimming pools, driveways, sidewalks, drainage facilities, landscaping, walkways, fountains, statuary, outdoor lighting and signs shall be erected, placed, added to, removed, demolished, modified or altered on any Residential Homeowner Lot until the building plans and specifications, including dimensions, exterior elevations and exterior colors and all exterior materials therefor and the location of the proposed structure, pavement, fences, sidewalks and landscaping have been submitted to and approved by the Architectural Review Committee as being in compliance with this Fourth Amended and Restated Residential Declaration as to use, quality of workmanship and materials, nature of materials, harmony of external design and external colors with existing and proposed structures in the relevant subdivision, and location of improvements with respect to topography, finished grade elevation, boundary lines and building lines.

8.4 Plan Approval Procedures.

(a) The plans, specifications and other required documents, a non-refundable Plan Review Fee of Two Hundred Fifty and No/100 Dollars (\$250.00) for Unit 5 or One Hundred

Fifty and No/100 Dollars (\$150.00) for all other Residential Units, and a refundable Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) Compliance Deposit shall be submitted by the Owner of the relevant Residential Homeowner Lot for approval prior to the commencement of the clearing, erection, placement, addition to or alteration of any Improvements on such Residential Homeowner Lot. If the Architectural Review Committee fails to approve or disapprove such plans and documents in writing within thirty (30) days after receipt by the Architectural Review Committee of the request for approval, such plans and documents shall be deemed disapproved. The Architectural Review Committee, at its sole discretion, shall have the option to review the submittal after the expiration of the thirty (30) days or may request the Owner to renew its submittal. If a new submittal is required, the Plan Review Fee and the Compliance Deposit shall transfer to the new submittal. After the successful completion of the proposed Residential Homeowner Lot improvements (including all structures, fencing, landscaping, irrigation and cleanup), the Architectural Review Committee will refund the Two Thousand Five Hundred and No/100 Dollar (\$2,500.00) Compliance Deposit less any Charges that may have been assessed against the Compliance Deposit by the Architectural Review Committee for non-compliance with this Fourth Amended and Restated Residential Declaration or any other Governing Document. For the purposes herein, Charges against the Compliance Deposit shall include, but are not limited to, fines, expenses incurred by the Residential Association to correct or complete Improvements, maintenance, removal of debris or materials, administrative costs related to compelling compliance herewith, reasonable attorney's fees and any other costs directly related to the enforcement of this Fourth Amended and Restated Residential Declaration. If at any time the Compliance Deposit falls below the required amount, the Owner or Builder Member shall replenish the Compliance Deposit amount within ten (10) days' notice from the Architectural Review Committee.

(b) The thirty (30) day review period begins when the last of the required plans and specifications has been received by the Architectural Review Committee and ends on the date a written response is mailed or emailed to the property Owner and/or Builder submitting the application.

(c) If the Architectural Review Committee determines that the complexity of a request for architectural approval so warrants, it may retain an architect and/or engineer for assistance and advice, in which event the estimated reasonable costs of such architect and/or engineer shall be paid, in advance, by the Owner requesting the approval, and the thirty (30) day review period shall begin once such payment has been made. The relevant Owner will be reimbursed for any overpayment of such costs, or shall pay any underpayment of such costs, promptly after the final costs are known.

(d) Approval by the Architectural Review Committee does not replace or act as a substitute for any approval or permit required by a Governmental Authority, and approval by a Governmental Authority does not replace or act as a substitute for any approval required under this Article VIII.

(e) Non-Liability of the Residential Association or Architectural Review Committee.
NEITHER THE RESIDENTIAL ASSOCIATION NOR THE ARCHITECTURAL REVIEW COMMITTEE SHALL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE

PERFORMANCE OR LACK THEREOF OF THE ARCHITECTURAL REVIEW COMMITTEE'S DUTIES UNDER THIS FOURTH AMENDED AND RESTATED RESIDENTIAL DECLARATION, UNLESS SUCH LOSS, DAMAGE OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE ARCHITECTURAL REVIEW COMMITTEE OR ONE (1) OR MORE INDIVIDUALS ACTING ON ITS BEHALF. THE APPROVAL OF ANY PLANS OR SPECIFICATIONS IS WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE QUALITY OF THE MATERIALS, ENGINEERING DESIGN, STRUCTURAL INTEGRITY, INTENDED PURPOSE OR ANY OTHER CONDITION OF THE IMPROVEMENTS.

8.5 Timing for Commencement and Completion of Construction.

(a) Construction on a Residential Homeowner Lot by a Builder Member, utilizing plans approved in writing by the Architectural Review Committee must be commenced within twelve (12) months of such approval. If the construction is not commenced in accordance with the preceding sentence, the approval granted by the Architectural Review Committee will be void. Further, construction by a Builder Member, once commenced, must be completed within twelve (12) months of such commencement. If the construction has not commenced or been completed in accordance with the preceding sentences, the Builder Member will be subject to a fine of Five Hundred and No/100 Dollars (\$500.00) per month plus eighteen percent (18%) interest on any amounts not paid by the due date. The charges will commence on the first (1st) day of the thirteenth (13th) month from the date of the submittal approval or the thirteenth (13th) month from the date of commencement of construction, as applicable, and continue on the first (1st) day of each month thereafter until the default is cured. Failure to pay all amounts owed will result in a lien[s] being filed on the subject Residential Homeowner Lot and subject to enforcement as herein provided. If a Builder Member is in default of this Section 8.5, the Architectural Review Committee, in its sole discretion, shall have the option to refuse acceptance of any submittals for additional projects by the Builder Member until the default is cured.

(b) Any individual Lot Owner of a Residential Homeowner Lot in Cresta Bella, exclusive of any Lot in Unit 5, shall be required to commence construction with a "Qualified Homebuilder" within fifteen (15) months from the date of the Lot purchase. All Lot Owners, including Unit 5, shall complete construction within twelve (12) months of the Commencement Date of construction. If the construction has not commenced or been completed in accordance with the preceding sentences, the Owner will be subject to a fine of Five Hundred and No/100 Dollars (\$500.00) per month plus eighteen percent (18%) interest on any amounts not paid by the due date. The Charges shall commence on the first (1st) day of the sixteenth (16th) month following the date of the Residential Homeowner Lot purchase or the thirteenth (13th) month from the date of commencement of construction, as applicable, and continue on the first (1st) day of each month thereafter until the default is cured. Failure to pay all amounts owed will result in a lien[s] being filed on the subject Residential Homeowner Lot. For the purposes herein, the Commencement Date shall be considered the date the Owner or Qualified Builder first initiates the clearing of the Residential Homeowner Lot in preparation for construction. Completion Date shall be considered the date the exterior of the residence, landscaping and all other approved Improvements are fully completed according to the approved plans and specifications.

(c) Once construction by a Builder Member or an Individual is commenced, completion must be diligently pursued as discussed in Sections 8.5 (a) and (b) above. If the landscaping, improvement exterior and/or driveway are not completed within the allotted construction period as set forth in Sections 8.5 (a) and (b) above, and the continuation of such default thirty (30) days after receipt of written notice, as required by the Texas Property Code, from the Residential Association of the existence of such default and an opportunity to cure, the Residential Association shall, upon approval by the Board of Directors, have the right, power and authority, but not the obligation, to enter upon the relevant Residential Homeowner Lot, without liability to the Member or any occupant of such Residential Homeowner Lot in trespass or otherwise, and complete the exterior of the residence, the landscaping and all other approved Improvements and may charge the defaulting Member the cost thereof as a Specific Assessment against the Residential Homeowner Lot. The defaulting Member shall reimburse the Residential Association immediately after receipt of a statement setting forth such cost, and in the event of such Member's failure to pay any such cost, the amount thereof and any reasonable attorneys' fees and costs and court costs shall be a Specific Assessment against the relevant Residential Homeowner Lot, which shall be collected in the same manner as any Assessment provided for in this Fourth Amended and Restated Residential Declaration. The Residential Association shall have authority to complete the landscaping, improvement exterior and driveway as the Residential Association may deem appropriate, not necessarily in accordance with the approved plans and specifications. Any Charges which may become due under this Section 8.5, may be charged against any deposits of the Owner or Builder as may be determined by the Architectural Review Committee, in its sole discretion.

8.6 Architectural Standards.

(a) The exterior walls of all residential Improvements, including but not limited to, the residence, maid's quarters, detached garages and outbuildings on Residential Homeowner Lots shall be one hundred percent (100%) masonry (rock or stucco), exclusive of roofs, eaves, soffits, windows, gables, doors and garage doors, unless otherwise approved in writing by the Architectural Review Committee. For the purposes herein, masonry construction shall be limited to stucco and natural stone. The front elevation of the residence shall have not less than twenty percent (20%) natural stone combined with stucco, excluding windows, doors and garage doors, unless otherwise approved in writing by the Architectural Review Committee. Window and door openings shall be masonry if the opening abuts masonry. All windows shall have aluminum, vinyl or wood frames. The finish shall be "sand" or "smooth" finish as such terms are known in Bexar County, Texas. The exterior colors shall be earth tones. If the elevation design includes natural stone that extends to the corner of the front and side of the residence, the natural stone shall wrap the corner and extend down the side wall for not less than fifteen feet (15') at the same height of the natural stone on the front elevation. Brick, synthetic or prefabricated masonry and masonry veneers or panels, i.e. hardie board or plank, are strictly prohibited. Any portion of the foundation that is exposed above six inches (6") above finished grade must be concealed by extending the exterior stucco or stone to within six inches (6") of the finished grade. For all chimneys erected on any residence constructed on a Residential Homeowner Lot, all sides of the chimney must be constructed of one-hundred percent (100%) stucco or native stone.

(b) Roofing shall be either slate, concrete tile, clay tile or dull silver standing seam metal. Roof fans, attic fans, attic ventilators and other roof penetrations should be placed on the

roof so as not to be visible from the front Lot line unless Owner obtains written approval from the Architectural Review Committee. Unless otherwise approved in writing by the Architectural Review Committee, the roof pitch shall be 6:12.

(c) Fences are required to be constructed on all Residential Homeowner Lots as specified herein or as determined by the Architectural Review Committee. The fences shall be six feet (6') in height and shall be constructed of cedar pickets or wrought iron. Standard cedar fencing is permitted along side and rear property lines for division fences when not exposed to public view. Upgraded cedar fencing is required for all front fences and fences exposed to public view (i.e. parallel to streets). All fences shall have the "good side" exposed to public view. No fence erected on any Residential Homeowner Lot shall extend forward of a setback of ten feet (10') from a line parallel with the front wall of the residence. All fences along the side or rear property lines that abut an adjacent Open Area, Park Area or Greenspace Area shall be wrought iron. All wrought iron fencing shall be consistent of the same height, design, pattern, color and type of materials as established by the Architectural Review Committee. All wood fencing shall be constructed of:

Standard Cedar Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts;
- (ii) six foot (6') by six inch (6") #2 or better Real cedar pickets;
- (iii) three (3) rail system;
- (iv) one inch (1") by four inch (4") cedar wood trim;
- (v) one inch (1") by six inch (6") cedar kick (rot) board; and
- (vi) stained with Sherwin Williams Woodscapes Bark #3511.

Upgraded Cedar Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts;
- (ii) six foot (6') by six inch (6") Real cedar pickets;
- (iii) three (3) rail system;
- (iv) two inch (2") by six inch (6") cedar wood cap;
- (v) one inch (1") by four inch (4") cedar wood trim;
- (vi) one inch (1") by six inch (6") cedar kick (rot) board; and
- (vii) stained with Sherwin Williams Woodscapes Bark #3511.

Wrought Iron Fencing:

- (i) Ameristar Montage Majestic ProFusion Welded ATF, galvanized steel, black powder coated, 20 year;
- (ii) Three railed, double ring option;

(iii) Ameristar Montage Plus Pool, Pet & Play fencing may be used with written approval from the Architectural Review Committee

(d) No shrub, tree, fence, wall or other object which obstructs sight lines at elevations between three (3) feet and eight (8) feet above the roadway shall be placed or permitted to remain on any corner within the triangular area bound on two (2) sides by a Residential Homeowner Lot's street property lines and bound on the third (3rd) side by a line connecting such Residential Homeowner Lot's street property lines at points located on each said street property line at a distance of twenty five (25) feet from the point where such street property lines intersect or would intersect if extended.

(e) The design and location of all driveways must be approved by the Architectural Review Committee prior to construction. The driveway must be wide enough to accommodate two (2) automobiles parked side by side, but no narrower than twelve feet (12'). The driveway must be long enough to accommodate a full size vehicle or pickup truck without any portion of the vehicle blocking any portion of the sidewalk contiguous to the driveway. The Owner of each Residential Homeowner Lot shall construct, at such Owner's sole cost and expense, simultaneously with the construction of the residence, a four foot (4') wide sidewalk in and along the front boundary contiguous to the street. The sidewalk shall be extended from Lot line to Lot line and shall follow the pattern of the incoming sidewalks (as proposed or built) on adjacent Lots. Owners of corner Lots shall install such sidewalks in and along the side boundary contiguous to a street as required for front sidewalks. The sidewalks shall comply with all applicable Federal, State, County and City regulations respecting sidewalk construction specifications. Any public utility easements provided along front and side Lot lines may be used for construction of the sidewalks with the prior written approval of the Architectural Review Committee and if required, any utility companies furnishing utility service through such easements. The concrete finish for the sidewalks and driveways shall be a "rock salt finish" as such term is known in Bexar County, Texas. Stained concrete is prohibited unless specifically approved by the Architectural Review Committee, in its sole discretion. After inspection and acceptance by the Residential Association, the Residential Association shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Residential Homeowner Lot after construction. All driveways, entry walks, crossways and driveway turnouts and approaches shall be shown on the site plan submitted for approval of the Architectural Review Committee. Any concrete spilled, poured or washed on a street in connection with the construction of a driveway, entry walk or crossway must be immediately removed, leaving the street clean and unstained.

(f) A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each single-family residence constructed on a Residential Homeowner Lot. Each garage in Unit 5 shall be side loading to the residence, if attached. All other garages may be side loading or front loading with the written approval of the Architectural Review Committee. Detached garages on corner Residential Homeowner Lots must be set back at least twenty feet (20') from the side Lot lines and at least ten feet (10') from the rear of the residence. Rear detached garages shall be permitted, provided that they are constructed in compliance with the requirements of this Fourth Amended and Restated Residential Declaration, the Architectural Review Committee and the City of San Antonio. No garage shall be permanently enclosed for

conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee.

(g) No building or other structure on any Residential Homeowner Lot may exceed thirty five feet (35') in height (measured from the top of the foundation nearest to street grade in front of the Residential Homeowner Lot to the topmost part of the roof, except in such a case as a basement garage may be utilized, and then the height shall be measured from the top of the foundation of the next floor above the garage to the topmost part of the roof) or exceed two (2) stories in height (excluding as stories any walk-out basements, basement garages and basements). Height may be further limited by any applicable law or ordinance of any relevant Governmental Authority.

(h) Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive the restrictions set forth in this Section 8.6, if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood.

(i) House numbers identifying the address of each house must be placed as close as possible to the front entry and shall be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house and must be approved in writing by the Architectural Review Committee.

(j) Each residence constructed on a Residential Homeowner Lot shall include, as part of the initial construction, a perimeter burglar alarm system covering all exterior doors, entries and windows on the ground floor of the residence and such type, number and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.

8.7 Minimum Living Area. The living area of each residence constructed on a Residential Homeowner Lot shall contain the minimum square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters that are separated or detached from the primary living area:

(a) For Residential Homeowner Lots in Unit 3:

- (i) if single story with two-car garage attached or detached, twenty five hundred (2,500) square feet of living area.
- (ii) if two story with attached or detached two-car garage, twenty seven hundred fifty (2,750) square feet of living area, with sixteen hundred (1,600) square feet living area on the ground floor.

(b) For Residential Homeowner Lots in Unit 4:

- (i) if single story with two-car garage attached or detached, fifteen hundred (1,500) square feet of living area.

- (ii) if two story with attached or detached two-car garage, seventeen hundred fifty (1,750) square feet of living area, with one thousand (1,000) square feet living area on the ground floor.
- (c) For Residential Homeowner Lots in Unit 5:
 - (i) if single story with two-car garage attached or detached, three thousand (3,000) square feet of living area.
 - (ii) if two story with attached or detached two-car garage, thirty two hundred (3,200) square feet of living area, with two thousand (2,000) square feet living area on the ground floor.

Living area is measured from the outside walls of the exterior of the residence exclusive of any attached garage or open or screened porches, terraces, patios or decks.

8.8 Setbacks.

(a) Unless otherwise approved in advance by the Architectural Review Committee, all Improvements, including but not limited to, the garage, main residence structure, outbuildings, pools and other improvements shall be constructed on a Residential Homeowner Lot according to the setback requirements for each Residential Homeowner Lot which are (i) within twenty feet (20') of the front boundary line; (ii) within twenty feet (20') of the rear boundary line or (iii) five feet (5') of the side boundary line. A roof overhang or other architectural projection shall not be deemed a part of the structure for the purposes of this Section 8.8, but porches and steps shall be considered a part of the structure. In any event, the location of the Improvements and structures shall comply with all applicable government codes.

(b) Compliance with the foregoing setback requirements does not abrogate the obligation of each Member to comply with the setback requirements of any plat of such Member's Residential Homeowner Lot or any other requirement of the City of San Antonio, including any relevant Tree Preservation Plan.

(c) The Architectural Review Committee may grant a variance to the setback restrictions set forth in this Section 8.8 in cases where necessary to permit a unique architectural design or to facilitate the conservation of native trees. Any such variance is not a waiver of any requirement of the City of San Antonio or any relevant plat.

8.9 Landscaping; Trees.

(a) All front yards and side yards on all Residential Homeowner Lots, up to the front fence that extends from the side of the house to the side property line, must be sodded within thirty (30) days after the occupancy of the residence. Side yards on corner Residential Homeowner Lots must be sodded the full length of the property line adjacent to the street. All front and side yards shall have automatic underground sprinkler systems.

(b) After sodding, all yards must be maintained with grass or landscaping in a neat and well-mown condition, free of unsightly weeds and overgrowth. Decorative ground cover rock or approved xeriscape in the front and side yard may be used in lieu of grass but may not

exceed twenty percent (20%) of the total area of the front and side yard. Property in its natural condition shall not be considered xeriscaping for purposes herein. Maintenance is required. Hydromulching and/or seeding may be utilized in place of sodding if approved by the Architectural Review Committee.

(c) Each Residential Homeowner Lot shall screen any utility transformers, boxes, HVAC units, pool equipment or other equipment with plants, bushes or vegetation as approved in writing by the Architectural Review Committee.

(d) No Owner may cut down any tree on any portion of the Property except in compliance with any existing zoning ordinances, permits and other regulations of the City of San Antonio and any other relevant Governmental Authority and, if required thereby, only after having obtained any required permits. In addition, no oak, elm or pecan trees larger than 18" in diameter may be removed without written approval of the Architectural Review Committee, except for trees within the footprint of the foundation. Every Owner is required to plant at least two (2) trees of at least three (3) caliper inches measured at three feet (3') high within their property limits within thirty (30) days of substantial completion in accordance with the requirements of the City of San Antonio Tree Ordinance for species type. The required trees shall be selected from a tree list supplied by the San Antonio Water System.

(e) The Architectural Review Committee is empowered to establish additional landscaping and xeriscaping guidelines consistent with this Fourth Amended and Restated Residential Declaration.

8.10 Lot Consolidation. Any Member owning two (2) or more adjoining Residential Homeowner Lots may, with the prior written approval of the Architectural Review Committee, consolidate them into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than four thousand (4,000) square feet of land. Any such consolidation shall comply with all applicable statutes, ordinances and regulations and shall bear the full property tax assessment for all of the consolidated property

8.11 Outbuildings. Outbuildings, including, without limitation, storage buildings, gazebos, spas, swimming pools, greenhouses and playhouses, shall be compatible with the dwelling to which they are appurtenant with respect to design and material composition and shall be subject to approval of the Architectural Review Committee. On Residential Homeowner Lots with less than seventy five (75) feet of width at the twenty foot (20') building setback, no outbuilding shall exceed one (1) story in height and outbuildings (other than a detached garage) shall not have a total floor area in excess of ten percent (10%), individually or in the aggregate, of the floor area of the ground floor of the main dwelling. Lots with seventy five feet (75') or more of width at the twenty foot (20') building setback may have an outbuilding up to two (2) stories in height, provided that the total floor area of outbuildings (other than a detached garage) shall not have a total floor area in excess of ten percent (10%), individually or in the aggregate, of the ground floor area of the main dwelling.

8.12 Temporary Structures.

(a) During the construction and sales period of the Residential Homeowner Lots being developed and sold by Builder Members, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale, including, but not limited to, construction offices, storage areas, signs, model units and sales offices. All such structures shall be aesthetically compatible with the development as determined by the Architectural Review Committee, in its sole discretion and may only be in place for a period not exceeding three (3) years, unless written approval for an extension is obtained from the Architectural Review Committee. Notwithstanding the preceding, the Architectural Review Committee may adopt policies to regulate the temporary structures. Notwithstanding the preceding, a Builder Member shall not use a model home or sales office as the Builder Member's operations place of business. The Builder Member, its employees, sales agents or contractors shall not be permitted to park more than the number of individuals actively engaged in the marketing and sales of the Builder Member's product and no event more than four (4) vehicles.

(b) No temporary structure may be used on any Residential Homeowner Lot at any time as a residence, either temporarily or permanently.

(c) Except as provided for in Section 8.12(a), no mobile home (with or without wheels, on or off a concrete slab), other manufactured housing or any other dwelling previously constructed elsewhere may be located on any Residential Homeowner Lot.

(d) No other temporary structure may be located on the Property without the written approval of the Architectural Review Committee

8.13 Signage.

(a) A Member may display one (1) sign on the Member's Residential Homeowner Lot from time to time for purposes of selling or renting the property, provided that each face of such sign shall be rectangular in shape and shall not exceed five (5) square feet in surface area and that the content of such sign shall be limited to the words "Sold" or "For Sale" the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No "For-Sale" sign may be displayed unless a telephone number, where daytime inquiries can be answered, is listed in numbers readable from the curbside. No "For Sale" sign may be displayed for any purpose other than a bona fide offer to sell the property upon which the sign is located. No "Sold" signs shall remain on a Residential Homeowner Lot more than two (2) weeks after completion of the sale.

(b) During the period of Lot sales and construction of new residences, Builder Members (including Declarant) maintaining a sales or construction office on the Property shall have the right to place at locations in the Property a limited number of directional signs and other "Sold," for-sale and marketing signs (not exceeding thirty (30) square feet in size) that do not contain the telephone number of the Builder Member. The locations, number of signs, colors, type of materials, methods of construction and sizes may be controlled and limited by the Architectural Review Committee, in its sole discretion.

(c) Members may install one (1) sign on each Residential Homeowner Lot noting the existence of a residential security system. No such sign shall be placed more than two feet (2') from the residence, and no sign or sticker shall be installed without the size, shape, color and material being first approved in writing by the Architectural Review Committee.

(d) The Residential Association may place signs noting special accomplishments, such as awards for "Yard of the Month," holiday decorating and landscaping.

(e) No more than one (1) political sign per candidate or ballot item may be erected upon a Residential Homeowner Lot by the Owner of such Residential Homeowner Lot advocating the election of one (1) or more political candidates or supporting or rejecting an issue or proposal on the ballot, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which the signs pertain and are removed within fifteen (15) days after such election and not larger than four feet (4') by six feet (6'); and

(f) No sign, poster, banner, advertisement or vinyl wrap advertising a business, product or service shall be displayed on any motor vehicle, trailer, bus, boat, camper or related means of transportation that is in public view. Any such vehicle shall be parked or stored within an enclosed garage.

(g) No sign of any kind shall be placed or allowed to remain on any Private Roadway or public street except those erected by Declarant or that are approved by the Architectural Review Committee.

(h) No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Residential Homeowner Lot without first having been approved by the Architectural Review Committee, which approval may be withheld without cause and which consent may not be given unless the Architectural Review Committee finds that the sign will create a benefit for the Members generally. The Architectural Review Committee shall have the right to remove any unpermitted sign, advertisement, billboard or structure and, in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

8.14 Athletic Facilities.

(a) Tennis courts and related lighting and fencing shall be allowed only with the written approval of the Architectural Review Committee.

(b) Basketball goals, backboards or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Residential Homeowner Lot where visible from an adjoining street or Residential Homeowner Lot without the prior written consent of the Architectural Review Committee. In no event shall any approved sporting equipment be left visible to any street or other Residential Homeowner Lot overnight.

(c) The Architectural Review Committee shall have the authority to establish guidelines for the placement and design of tennis courts and basketball goals and no tennis courts or basketball goals shall be kept or maintained except in accordance with any such guidelines.

8.15 Construction Activities. This Fourth Amended and Restated Residential Declaration shall not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by a Builder or Owner upon or within Cresta Bella. Specifically, no such construction activities will be deemed to

constitute a nuisance or a violation of this Fourth Amended and Restated Residential Declaration by reason of reasonable noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued uninterrupted to completion with reasonable diligence and conforms to usual practices in the area. During construction, the Builder shall clean up all trash and debris on the Residential Homeowner Lot daily. The Builder shall keep the private street adjacent to the Residential Homeowner Lot free of trash, debris, building materials, concrete or runoff. A dumpster and port-a-potty shall be present at all times during construction in a location approved or designated by the Architectural Review Committee, but in no event shall either be closer than ten feet (10') from the private street abutting the Residential Homeowner Lot. The port-a-potty door at all times must face away from any private street. In the event that construction upon any Residential Homeowner Lot or the maintenance thereof does not conform to usual practices in the area as determined by the Architectural Review Committee in its sole and reasonable judgment, the Architectural Review Committee will have the authority to assess fines and/or seek an injunction to stop such construction. In addition, if during the course of construction upon any Residential Homeowner Lot there is excessive accumulation of weeds, trash or debris of any kind which would render the Residential Homeowner Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Cresta Bella, then the Architectural Review Committee, after statutory notice, may contract for or cause such Residential Homeowner Lot to be maintained and/or debris to be removed, and the Owner of the Residential Homeowner Lot will be liable for all reasonable expenses incurred in connection therewith. At the discretion of the Architectural Review Committee, Construction Guidelines may be adopted and amended from time to time. Any Charges which may become due under this Section 8.15, may be charged against any deposits of the Owner or Builder as may be determined by the Architectural Review Committee, in its sole discretion.

ARTICLE IX NOTICE

9.1 Owners to Provide Current Address. Each Owner shall provide Declarant and the Residential Association with such Owner's current mailing address and e-mail address for purposes of providing notices under this Fourth Amended and Restated Residential Declaration. Upon the sale or transfer of any Residential Homeowner Lot, the new Owner shall promptly provide written notice to the Residential Association of any changes to the mailing address or e-mail address for such Member. Unless the Residential Association is otherwise notified, for purposes of notice, the Residential Association shall use the last known address on the books of the Residential Association.

9.2 Notice. Whenever a provision is made under this Fourth Amended and Restated Residential Declaration for any demand, notice, approval, disapproval or declaration of any kind (each a "Notice"), or where it is deemed desirable or necessary by the Residential Association, any Owner or Declarant to give or serve any such Notice, such Notice shall be in writing and either served personally or sent via email or by regular United States mail, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed as follows:

If to the Residential Association: The address in the latest Management Certificate for the Residential Association filed in the Official Public Records of Bexar County, Texas, after the date hereof. Until any such filing, the following address is to be used:

Cresta Bella Homeowners Association Inc.
c/o: FirstService Residential San Antonio, LLC
1600 NE Loop 410, Ste. 202
San Antonio, Texas 78209
E-mail: carolyn.thacker@fsresidential.com

If to Declarant: 242 CRESTA BELLA, LTD.
200 Concord Plaza Drive, Suite 900
San Antonio, Texas 78216
E-mail: kavanaughconsulting@gmail.com

If to any Owner: To the last known address on the books of the Residential Association of such Owner that has been provided to the Residential Association (which may be to either their e-mail address or mailing address)

Notices shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the Person to receive such Notice; (b) if mailed, three (3) days after the date of posting by the United States post office; or (a) if e-mailed, when sent.

ARTICLE X ENFORCEMENT

10.1 Enforcement by Declarant. Declarant is hereby granted the right and authority to enforce each and every term and condition of this Fourth Amended and Restated Residential Declaration during the Development Period or as long as Declarant owns any property in Cresta Bella. This right of enforcement shall include the right, power and authority to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of this Fourth Amended and Restated Residential Declaration.

10.2 Enforcement by the Residential Association. The Residential Association is hereby granted the right and authority to enforce each and every term and condition of this Fourth Amended and Restated Residential Declaration during and after the Development Period. This right of enforcement shall include the right, power and authority to (i) assess fines; (ii) file suit for damages or for injunction, mandatory or prohibitory, (iii) to exercise self-help right to cure or abate any violation, including entering onto the relevant Residential Homeowner Lot to do so without liability for trespass violation; (iv) suspend a Member's right to use

Common Facilities and (iv) to compel compliance with the provisions of this Fourth Amended and Restated Residential Declaration through other legal remedies. The Residential Association shall also have power of sale and the right to bring an action for Expedited Foreclosure pursuant to the Texas Property Code Sections 51.002 and 209.0092 or at law to foreclose the lien established by this Fourth Amended and Restated Residential Declaration to secure the payment of the Assessments and Charges. All costs associated with enforcement by the Residential Association shall be levied as a specific Assessment against the relevant Residential Homeowner Lot or Other Lot, as applicable.

10.3 Enforcement by the Members. In the event the Declarant or the Residential Association fails to enforce the Governing Documents, each Member is hereby granted the right and authority to enforce each and every term and condition of this Fourth Amended and Restated Residential Declaration during and after the Development Period by filing suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of the Governing Documents.

10.4 No Waiver. Failure on the part of Declarant, the Residential Association or any Member to take any action upon any default hereunder shall not be deemed a waiver of any such Person's right to take enforcement action hereunder, and any waiver by Declarant or the Residential Association of any matter shall be waiver of only such matters as are addressed in a written waiver and shall not constitute a waiver of any other matter not specifically so addressed.

ARTICLE XI INDEMNITY

11.1 Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE RESIDENTIAL ASSOCIATION AND DECLARANT AND THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON FACILITIES. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE RESIDENTIAL ASSOCIATION AND DECLARANT AND THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF OR DAMAGE TO ANY COMMON FACILITY (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE RESIDENTIAL ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE RESIDENTIAL ASSOCIATION'S OR DECLARANT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

NEITHER THE RESIDENTIAL ASSOCIATION NOR DECLARANT SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS OCCASIONED BY USE OF ANY COMMON FACILITY, AND IN NO CIRCUMSTANCE SHALL WORDS OR ACTIONS BY THE RESIDENTIAL ASSOCIATION OR DECLARANT CONSTITUTE AN IMPLIED OR EXPRESS REPRESENTATION OR WARRANTY REGARDING THE FITNESS OR CONDITION OF ANY COMMON FACILITY.

ARTICLE XII SAVINGS CLAUSE

Notwithstanding anything contained in this Fourth Amended and Restated Residential Declaration to the contrary, in the event that any provision contained in this Fourth Amended and Restated Residential Declaration conflicts with laws of the State of Texas applicable to residential property owner associations and/or residential subdivisions, upon receipt of written notice of such conflict, and provided that legal counsel for the Residential Association concurs in the conclusions set forth in such writing, the Residential Association shall proceed in a manner that is consistent with the applicable law of the State of Texas, and, if necessary, this Fourth Amended and Restated Residential Declaration will be amended in accordance with applicable law. Notwithstanding anything herein to the contrary, Declarant may, during the Development Period, and thereafter to the extent permitted by law, make any amendment contemplated by this Article XII without the approval of the Members.

ARTICLE XII MISCELLANEOUS

12.1 Right to Assign Rights of Declarant. Declarant may at any time assign to the Residential Association any and all rights reserved to Declarant hereunder. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Bexar County, Texas. If not previously assigned, all such rights reserved to Declarant hereunder shall automatically vest in the Residential Association at the end of the Development Period.

12.2 Applicable Law. Where not in conflict with the laws of the United States, Texas law shall apply. Should any provision of this Fourth Amended and Restated Residential Declaration be determined in conflict with the Texas Property Code, the Texas Business Organizations Code or any other applicable statute, law or governmental regulation, such provision shall be reformed to provide the greatest possible intention of Declarant and all other provisions, terms and conditions hereof shall remain in full force and effect.

12.3 Liberal Construction. The terms of this Fourth Amended and Restated Residential Declaration shall be liberally construed for enforcement of the terms and conditions contained herein.

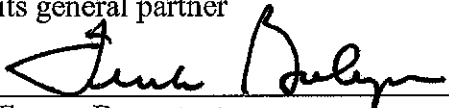
12.4 Survival. If one (1) or more terms of this Fourth Amended and Restated Residential Declaration are found to be unenforceable, the remaining terms of this Fourth Amended and Restated Residential Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned have executed this Second Amended Residential Declaration to be effective as of the Effective Date.

Declarant:

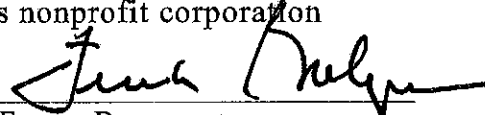
242 CRESTA BELLA, LTD., a
Texas limited partnership

By: 242 Cresta Bella GP, LLC,
A Texas limited liability company,
its general partner

By: 
FRANK BOLOGNIA,
Authorized Agent

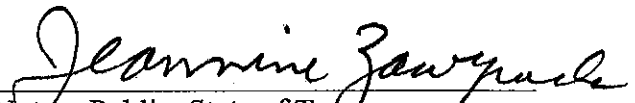
Residential Association:

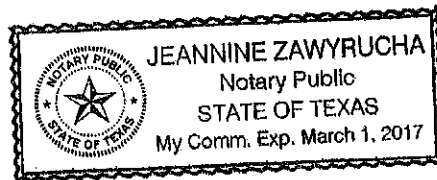
CRESTA BELLA HOMEOWNERS
ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
FRANK BOLOGNIA,
Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

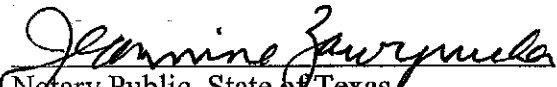
This instrument was acknowledged before me on the 14th day of April, 2016 by FRANK BOLOGNIA, Authorized Agent for 242 Cresta Bella GP, LLC, a Texas limited liability company, general partner of 242 Cresta Bella, Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas.



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 16th day of April, 2016 by FRANK BOLOGNIA, Authorized Agent on behalf of Cresta Bella Homeowners Association, Inc.


Notary Public, State of Texas.

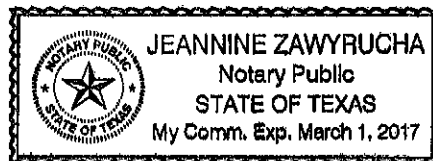


Exhibit "A"

Master Development Plan

[attached]

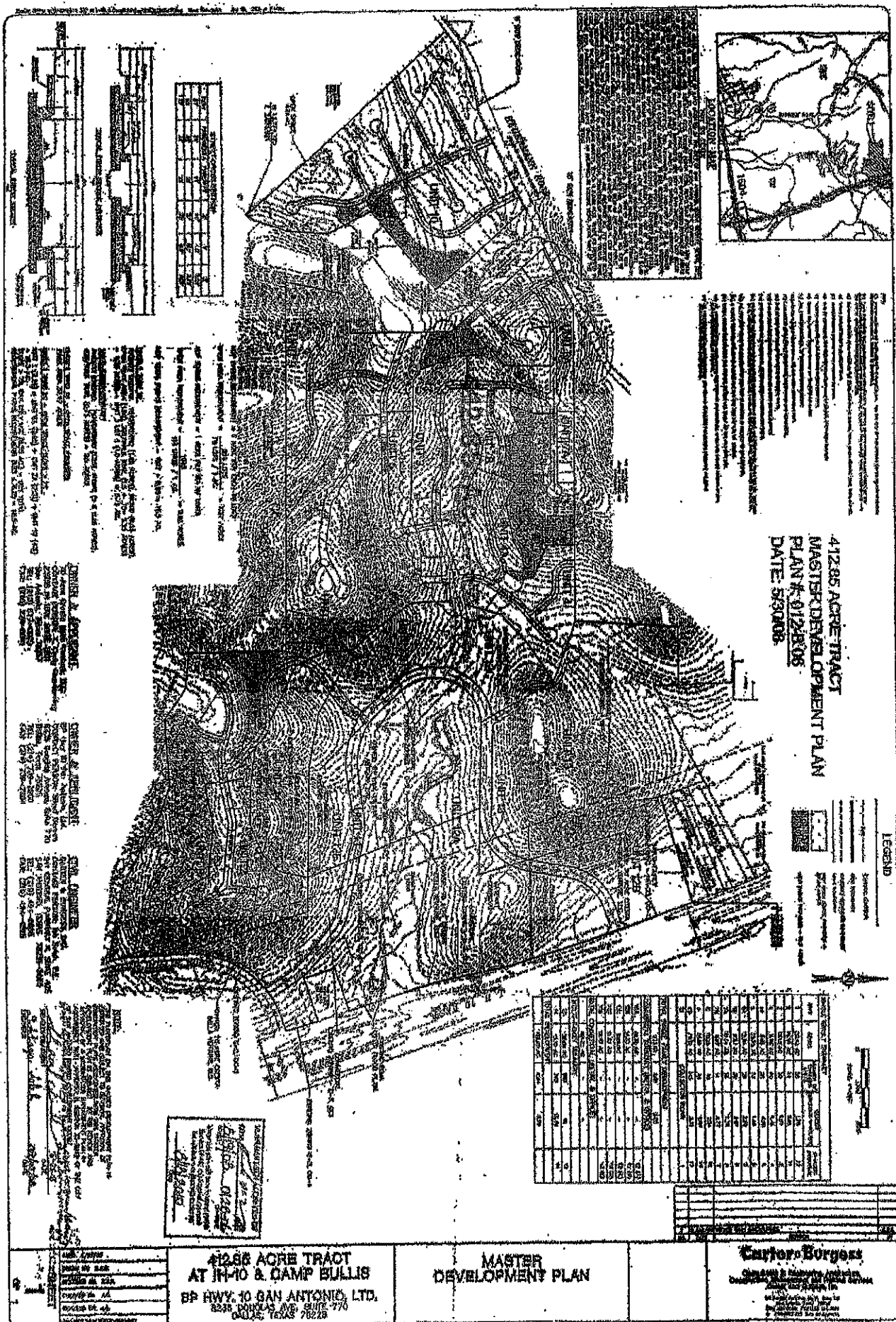


EXHIBIT "A"

Exhibit "B"

Legal Description of Private Roadway Tracts

Lot 999, Block 20, N.C.B. 18333, as shown on Plat No. 080147, Subdivision Plat Establishing Cresta Bella, Unit 3 Enclave, recorded as Document Nos. 20090183266 and 20090183267 in the Official Public Records of Bexar County, Texas.

Lot 999, Block 20, N.C.B. 18333, as shown on Plat No. 080148, Subdivision Plat Establishing Cresta Bella, Unit 4 Enclave, recorded as Document No. 20100027897 in the Official Public Records of Bexar County, Texas.

Lot 999, Block 20, N.C.B. 18333, as shown on Plat No. 080149, Subdivision Plat Establishing Cresta Bella, Unit 5 Enclave, recorded as Document Nos. 20090183268 and 20090183269 in the Official Public Records of Bexar County, Texas.

Exhibit C

Legal Description of the Residential Homeowner Lots

Cresta Bella, Unit 3 Enclave:

Lots 23 through 36, Block 22, NCB 18333, Lots 25 through 38, Block 23, NCB 18333, and Lots 8 and 9, Block 24, NCB 18333, all as shown on the Subdivision Plat Establishing Crests Bella, Unit 3 Enclave, recorded in the Official Public Records of Bexar County, Texas on September 18, 2009, Volume 9607, Pages 41-46.

Crests Bella, Unit 4 Enclave:

Lots 48 through 62, Block 21, NCB 18333, and Lots 2 through 26, Block 20, NCB 18333, all as shown on the Subdivision Plat Establishing Crests Bella, Unit 4 Enclave, recorded in the Official Public Records of Bexar County, Texas on February 19, 2010, Volume 9611, Pages 183-186.

Cresta Bella, Unit 5 Enclave:

Lots 41 through 48, Block 23, NCB 18333, and Lots 1 through 7 and 10 through 47, Block 24, NCB 18333, all as shown on the Subdivision Plat Establishing Crests Bella, Unit 5 Enclave, recorded in the Official Public Records of Bexar County, Texas on September 18, 2009, Volume 9607, Pages 47-50.

Cresta Bella Unit 6A1 Enclave:

Lots 1 and 2, Block 25, NCB 18333, Lots 1 through 12, Block 21, NCB 18333, Lots 20 through 24, Block 23, NCB 18333, and Lots 31 through 33, Block 21, NCB 18333, all as shown on the Subdivision Plat Establishing Cresta Bella Unit 6A1 Enclave, recorded in Volume 9668, Page 557 and Volume 9669 Pages 1-4 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120245.

Doc# 20160066430
Pages 56
04/12/2016 12:57PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$242.00

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.
04/12/2016 12:57PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff