

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS
COUNTY OF BEXAR

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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.

(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:

*Cresta Bella Homeowners Association, Inc.
Combined Fine, Involuntary Maintenance and Generators Policies*

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:

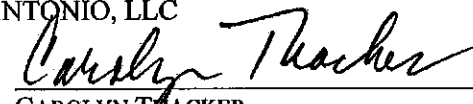
FristService Residential San Antonio, LLC
1600 NE Loop 410 Suite 202
San Antonio, Texas 78209
(210) 829-7202 Office
(210) 829-5207 Fax
carolyn.thacker@fsresidential.com

SIGNED on this the 12 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

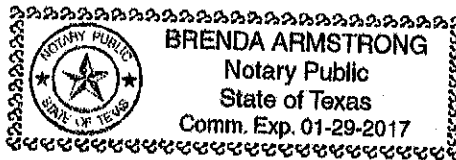
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BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN THACKER, Director of Client Relations of FirstService Residential San Antonio, LLC, who, after being duly sworn, acknowledged and stated under oath that she has read the 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 12
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



**CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.
COMBINED FINE, MAINTENANCE AND
GENERATORS POLICIES**

This Combined Fine, Maintenance and Generators Policies ("COMBINED POLICIES") of the **CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.** ("ASSOCIATION") was duly adopted on the 12th day of April, 2016, setting forth certain policies of the ASSOCIATION in connection with the management of the Association and the property known as Cresta Bella ("CRESTA BELLA") referenced in that Third Amended and Restated Residential Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas, and any supplements, amendments or annexations thereto; subject to that Amended and Restated Master Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas (collectively, "DECLARATION"), the Bylaws of the ASSOCIATION and all policies, rules and regulations duly adopted by the ASSOCIATION from time to time (collectively, "GOVERNING DOCUMENTS"). Any conflicts between this COMBINED POLICIES and any prior policies, this COMBINED POLICIES shall prevail.

The adoption of this COMBINED POLICIES for the purposes stated herein is in compliance with the Texas Property Code §202.006 requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This COMBINED POLICIES shall become effective as of the date the COMBINED POLICIES is filed in the Official Public Records of Bexar County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the DECLARATION.

**I.
FINE POLICY**

This Fine Policy ("FINE POLICY") is adopted pursuant to the powers granted to the ASSOCIATION in the DECLARATION Article II, Section 2.1(b) enabling ASSOCIATION to adopt such policies as needed, including but not limited to, a fine policy and a suspension of privileges policy to aid in the enforcement of the terms of the GOVERNING DOCUMENTS.

1. **Violation Policy and Penalty.** Violation of any of the GOVERNING DOCUMENTS, as defined herein, as amended from time to time and any policies, rules and regulations which may be adopted from time to time, by an individual Owner, resident or tenant shall result in the following actions and penalties:

A. **First Curable Violation:** A warning will be issued in writing to the Owner and the violating resident or tenant, if known. The warning, which may be in the form of either a ticket or a letter, shall advise the Owner of the violation and the action required to cure the violation within ten (10) days of the date of notice or a specified date determined by the Board of Directors or the Architectural Review Committee, as applicable, in their sole discretion. If the violation is a first time offense of committing a curable violation and not cured by the specified date contained in the first notice, a second notice requesting compliance within ten (10) days of the date of notice or a specified date

determined by the Board of Directors or the Architectural Review Committee, as applicable, in their sole discretion, shall be issued to the Owner in writing. If the Owner has received prior notices for the same or similar offense, no second notice is required. If the Owner fails to cure the violation as required by the specified date contained in the notice, the ASSOCIATION shall assess a fine in accordance with this adopted FINE POLICY. The ASSOCIATION or its counsel shall provide the owner the statutory notice required under the Texas Residential Property Owners Protection Act, Texas Property Code ("TPC"), Section 209.006, as it may be amended from time to time, and as applicable. The statutory notice shall inform the owner of its right to cure the violation and avoid the fine or suspension of privileges unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. In such event, no additional opportunity to cure will be given before assessing a fine. The Owner shall be advised of its right to a hearing under TPC, Section 209.007.

For the purposes herein, a violation is considered curable if the violation is a continuous action which can be remedied by affirmative action on the part of the violator. The following are examples of acts considered curable for purposes herein (examples only and not an all-inclusive list):

- a parking violation
- a maintenance violation
- the failure to construct improvements or modifications in accordance with the approved plans and specifications
- an ongoing noise violation such as a barking dog or music
- failure to obtain architectural approval before the commencement of work

B. Uncurable Violation: For an uncurable violation, the ASSOCIATION shall not provide an Owner an opportunity to cure the violation before assessing a fine. If a fine is assessed by the ASSOCIATION, the ASSOCIATION shall provide notice to the Owner of the basis for the assessment of the fine, the fine amount and the right to a hearing under TPC Section 209.007.

For the purposes herein, a violation is considered uncureable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. In such cases, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy. The following are examples of acts considered uncureable for purposes herein (examples only and not an all-inclusive list):

- shooting fireworks
- an act constituting a threat to health or safety
- a noise violation that is not ongoing
- property damage, including the removal or alteration of landscape
- holding a garage sale or other event prohibited by the GOVERNING DOCUMENTS.

Notwithstanding the foregoing, the ASSOCIATION reserves the right to seek injunctive relief at anytime regardless of the provisions herein requiring notice for violations if the violation constitutes a material danger to persons or property, will cause irreparable harm to persons or property or is a nuisance as determined by the ASSOCIATION in its absolute sole discretion.

C. Assessment of Fines: Owners shall be subject to the following fines if the Owner fails to cure the initial violation after being sent the required statutory warning or for any subsequent similar violations:

- i. Continuing Violations: For continuing, ongoing violations of the GOVERNING DOCUMENTS which are not cured by the specified date contained in the warnings referenced in 1A above, the fines shall be a \$100.00 initial fine and \$50.00 per day commencing the day following the end of the cure period and continues daily until the violation is cured.
- ii. Non-Continuing Curable Violations: For non-continuing curable violations reoccurring periodically within six (6) months of a similar violation for which statutory notices were provided; the fines shall be a \$100.00 initial fine and \$50.00 per day commencing the day following the end of the cure period and continues daily until the violation is cured. The fine for a second offense of the same or similar violation within six (6) months of a previous similar violation shall be \$75.00 per daily occurrence. The fine for third offense of the same or similar violation within six (6) months of a previous similar violation shall be \$100.00 per day per occurrence. For the purposes herein, the six (6) month period shall run from the date of any previous notice sent for a similar violation.
- iii. Uncurable Violations: For uncurable violations the fines shall be \$100.00 for the first uncurable violation and \$150.00 for each occurrence of other uncurable violations committed by an owner thereafter.
- iv. Discretion of the Board of Directors: The Board of Directors, at its sole discretion, may increase or decrease the fines depending on relevant facts and history, for example, number of prior violations, severity of violations, multiple simultaneous violations, length of time to cure, cooperation of Owner or any other applicable information.
- v. New Construction Building Violations:
 - (a) Pursuant to the New Construction Building Violations set out in the DECLARATION, 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 within twelve (12) months of such approval, 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 Section 8.5 of the DECLARATION, 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) of the DECLARATION. 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) of the DECLARATION, and the continuation of such default thirty (30) days after receipt of written notice, as required by the Texas Property Code, from the ASSOCIATION of the existence of such default and an opportunity to cure, the 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 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 the DECLARATION. The ASSOCIATION shall have authority to complete the landscaping, improvement exterior and driveway as the ASSOCIATION may deem appropriate, not necessarily in accordance with the approved plans and specifications. Any Charges which may become due under Section 8.5 of the DECLARATION, may be charged against any deposits of the Owner or Builder as may be determined by the Architectural Review Committee, in its sole discretion.

- vi. Penalties Responsibility of Owner. All fines will be billed to the owner's account and will be payable to the ASSOCIATION within thirty (30) days of the date of billing. Fines shall be limited to a maximum of Five Thousand and No/100 Dollars (\$5,000.00) for each six (6) month period commencing as of the date of the first violation which initiates the assessment of a fine for a specific violation. The limitations shall be exclusive of attorney's fees and costs incurred by the ASSOCIATION for enforcement.

3. Attorney's Fees. If the ASSOCIATION is compelled to retain an attorney for the collection of fines or the enforcement of the GOVERNING DOCUMENTS, the Owner shall be charged with all attorney's fees, costs and expenses subject to the limitations of the Texas

Residential Property Owners Protection Act, TPC, Section 209.006, as it may be amended from time to time.

4. Non-Exclusive Remedies. The imposition of the monetary penalties provided herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which the ASSOCIATION may otherwise be entitled including, without limitation, the filing of an Affidavit of Non-Compliance in the Official Public Records of Bexar County, Texas, towing, if applicable, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the ASSOCIATION may be entitled.

5. Violation by Resident, Tenant or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner of the property. All monetary penalties shall be billed to the Owner.

6. Right to Hearing. An Owner which has received a statutory notice of violation pursuant to TPC Section 209.006 is entitled to a hearing under TPC Section 209.007 on or before the thirtieth (30th) day after the date the owner was mailed notice provided the owner is entitled to an opportunity to cure the violation as provided for in TPC Sec. 209.006(b)(2)(A).

7. Appeal Process. The process of appeal for Owners entitled to a hearing as stated in Section 6 above shall be:

A. On or before the thirtieth (30th) day after the date the Owner was mailed the statutory notice, Owner shall make a written request to the ASSOCIATION for a hearing;

B. The hearing may be conducted by a committee appointed by the Board of Directors or before the Board of Directors if no committee is appointed;

C. If the hearing is before a committee, the Owner shall have a right of appeal to the Board of Directors with written notice to the Board of Directors by owner;

D. A hearing shall be held not later than thirty (30) days after the Board of Directors receives the Owner's request for a hearing;

E. The Board of Directors shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing;

F. The Board of Directors or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days;

G. Additional postponements may be granted by agreement of the parties;

H. Owner or ASSOCIATION may make an audio recording of the hearing;

I. An Owner is not entitled to notice and a hearing if the ASSOCIATION files a suit seeking a temporary restraining order or temporary injunctive relief or files suit that includes foreclosure of a cause of action;

J. An Owner is not entitled to notice and hearing for the temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision;

K. The hearing permitted herein shall be a Closed Session Hearing restricted to the Owner making the appeal and appointed members of the committee appointed by the Board of Directors or if the hearing is before the Board of Directors, members of the Board of Directors and third parties determined necessary by the Board of Directors, in its sole discretion, to conduct the hearing.

L. The appointed committee and the Board of Directors shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing or appeal, as applicable;

M. The written decision shall include the final decision and any further curative action to be taken by owner, if any.

II.

INVOLUNTARY MAINTENANCE POLICY

The Board of Directors that it is necessary to adopt and state an Involuntary Maintenance Policy ("MAINTENANCE POLICY") as permitted by the GOVERNING DOCUMENTS, including but not limited to, the provisions of the DECLARATION, to establish and publish a necessary policy for involuntary maintenance of an Owner's property and all structures, parking areas, yards and other improvements of Owner (collectively "OWNER'S LOT" as defined by the DECLARATION) in need of maintenance and/or repair. The MAINTENANCE POLICY is, in addition to other remedies permitted by the DECLARATION, Bylaws, ASSOCIATION policies and Texas law, to administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions of the GOVERNING DOCUMENTS for CRESTA BELLA for the health, safety and welfare of the owners and residents of CRESTA BELLA.

1. **Violation Policy.** If an Owner fails to maintain OWNER'S LOT or abide by the covenants and obligations mandated by the GOVERNING DOCUMENTS, the Owner shall be in violation of the GOVERNING DOCUMENTS. In such event, the ASSOCIATION may elect, after required notice, for the ASSOCIATION or its agents to enter upon OWNER'S LOT without liability to the Owner or any occupants, in trespass or otherwise, and take such action as may be reasonably necessary to correct such defect or violation or cure Owner's default to secure compliance with the GOVERNING DOCUMENTS and/or place the OWNER'S LOT in a more neat, attractive, healthful, safe and/or sanitary condition.

2. **Notice.** If an OWNER'S LOT is determined by the ASSOCIATION, in its sole discretion, to be in violation of the GOVERNING DOCUMENTS, a warning will be issued in writing to the Owner at Owner's last known address and the violating resident or tenant, if known. The written warning shall advise the Owner of the violation and the action required to cure the violation within ten (10) days of the date of notice or by a specified date determined by the Board of Directors or the Architectural

Control Committee, as applicable, in its sole discretion. If the violation is not cured within the prescribed time period contained in the first notice, the ASSOCIATION shall provide the Owner the statutory notice required under the Texas Residential Property Owners Protection Act, Texas Property Code ("TPC"), Section 209.006, as it may be amended from time to time, and as applicable. The statutory notice shall inform the Owner of its right to cure the violation and avoid the involuntary maintenance and charge by the ASSOCIATION unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. In such event, no additional opportunity to cure will be given before proceeding with the involuntary maintenance and assessment of charges. The Owner shall be advised of its right to a hearing under TPC, Section 209.007.

Notwithstanding the foregoing, the ASSOCIATION reserves the right to seek injunctive relief at any time regardless of the provisions herein requiring notice for violations if the violation constitutes a material danger to persons or property, will cause irreparable harm to persons or property or is a nuisance as determined by the ASSOCIATION in its absolute sole discretion.

3. Charges Responsibility of Owner. All involuntary maintenance charges will be billed to the Owner's account and will be payable to the ASSOCIATION immediately upon receipt of the bill for the charge. The sum due shall be a charge on the OWNER'S LOT and shall be a continuing lien upon the OWNER'S LOT against which such sums are due, and may be enforced in accordance with the provisions of the GOVERNING DOCUMENTS dealing with enforcement of liens.

4. Attorney's Fees. If the ASSOCIATION is compelled to retain an attorney for the collection of charges or the enforcement of the GOVERNING DOCUMENTS, the Owner shall be charged with all attorney's fees, costs and expenses subject to the limitations of the Texas Residential Property Owners Protection Act, Texas Property Code, Section 209.006, as it may be amended from time to time.

5. Non-Exclusive Remedies. The imposition of the remedies contained herein shall not be construed as an exclusive remedy, and shall be in addition to all other rights and remedies to which the ASSOCIATION may otherwise be entitled including, without limitation, the filing of an Affidavit of Non-Compliance in the Real Property Records of Bexar County, Texas, fining, towing, if applicable, and/or the initiation of legal proceedings seeking injunctive relief and/or damages, attorney's fees, costs of court and all other remedies, at law or in equity, to which the ASSOCIATION may be entitled.

6. Violation by Resident, Tenant or Agent. A violation by a resident, tenant, guest, or agent of the Owner shall be treated as a violation by the Owner of the property. All monetary penalties shall be billed to the Owner.

7. Right to Hearing. An Owner which has received a statutory notice of violation pursuant to TPC Section 209.006 is entitled to a hearing under TPC Section 209.007 on or before the thirtieth (30th) day after the date the owner receives notice provided the Owner is entitled to an opportunity to cure the violation as provided for in TPC Sec. 209.006(b)(2)(A).

8. Appeal Process. The process of appeal for Owners entitled to a hearing as stated in Section 7 above shall be:

A. On or before the thirtieth (30th) day after the date the Owner was mailed the statutory notice, Owner shall make a written request to the ASSOCIATION for a hearing;

B. The hearing may be conducted by a committee appointed by the Board of Directors or before the Board of Directors if no committee is appointed;

C. If the hearing is before a committee, the Owner shall have a right of appeal to the Board of Directors with written notice to the Board of Directors by Owner;

D. A hearing shall be held not later than thirty (30) days after the Board of Directors receives the Owner's request for a hearing;

E. The Board of Directors shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing;

F. The Board of Directors or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days;

G. Additional postponements may be granted by agreement of the parties;

H. Owner or ASSOCIATION may make an audio recording of the hearing;

I. An Owner is not entitled to notice and a hearing if the ASSOCIATION files a suit seeking a temporary restraining order or temporary injunctive relief or files suit that includes foreclosure as a cause of action;

J. An Owner is not entitled to notice and hearing for the temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision;

K. The hearing permitted herein shall be a Closed Session Hearing restricted to the Owner making the appeal and appointed members of the committee appointed by the Board of Directors or if the hearing is before the Board of Directors, members of the Board of Directors and third parties determined necessary by the Board of Directors, in its sole discretion, to conduct the hearing.

L. The appointed committee and the Board of Directors shall issue its written decision on the Owner's appeal within fifteen (15) days of conducting the hearing or appeal, as applicable;

M. The written decision shall include the final decision and any further curative action to be taken by Owner, if any.

III. GENERATORS POLICY

This Generators Policy ("GENERATORS POLICY") is adopted under the requirements of Texas Property Code § 202.019 for the adoption of a policy for the regulation of standby generators used by an Owner or resident on the Owner's or resident's Lot located within CRESTA BELLA.

The Policy for the use of standby generators is as follows:

1. For the purposes herein, "standby electric generator" shall mean a device that converts mechanical energy to electrical energy and is:

- A. powered by natural gas, liquefied petroleum, gas, diesel fuel, biodiesel fuel or hydrogen;
- B. fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
- C. connected to the main electrical panel or a residence by a manual or automatic transfer switch; and
- D. rated for a generating capacity of not less than seven kilowatts.

2. All standby electrical generators shall:

- A. Be installed in compliance with the manufacturer's specifications; and applicable governmental health, safety, electrical and building codes;
- B. Have all electrical, plumbing and fuel line connections be installed only by licensed contractors and in accordance with governmental health, safety, electrical, plumbing and building codes;
- C. If powered by liquefied petroleum gas fuel, have gas fuel line connections be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes;
- D. Be maintained in a good condition at all times and any deteriorated or unsafe component be repaired, replaced or removed;
- E. Be fully screened if the standby electrical generator is visible from the street faced by the residence; located in an unfenced side or rear yard and is visible either from an adjoining residence or from adjoining property owned by the ASSOCIATION; located in a side or rear yard fenced by a wrought iron or other fence which allows the standby electrical generator to be visible to the adjoining residence or from adjoining property owned by the ASSOCIATION;
- F. Be tested as recommended by the manufacturer only between 7:00 a.m. and 7:00 p.m. Monday through Friday, except on national holidays;
- G. Not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence;
- H. Be located in a location approved by the ACC unless the required location increases the cost of installing the standby electric generator by more than ten percent (10%) or it increases the cost of installing and connecting the electrical and fuel lines by more than twenty percent (20%);
- I. Not be located on property owned or maintained by the ASSOCIATION or owned in common with the ASSOCIATION members, if any.

IV.
MISCELLANEOUS

This COMBINED POLICIES is in addition to, and not in substitution of, all other rules, regulations and provisions of the ASSOCIATION's GOVERNING DOCUMENTS, as amended, all of which remain in full force and effect unless in conflict with the terms contained herein and in which case, the DECLARATION and/or the Bylaws, as applicable, shall control unless in conflict with the Texas Property Code and/or other city, state or federal laws, rules or regulations.

Any failure of the ASSOCIATION to seek enforcement or compliance with this COMBINED POLICIES shall not be deemed a waiver of the rights of the ASSOCIATION to seek enforcement or compliance at any time thereafter. The ASSOCIATION shall have the discretion to vary the Policies contained herein as a result of the particular circumstances as may exist from time to time.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing COMBINED POLICIES was duly approved and adopted by the Board of Directors of the CRESTA BELLA HOMEOWNERS ASSOCIATION, INC. on the date first above written, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing COMBINED POLICIES constitutes a dedicatory instrument under Tex. Prop. Code §202.006 which applies to the operation of CRESTA BELLA, a subdivision located in Bexar County, Texas, as hereinabove described.

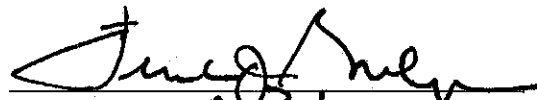
Signed this 12th day of April, 2016.

**CRESTA BELLA HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____


Francis J. Bologna
Pres

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Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$78.00

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.
04/13/2016 11:11AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff