

THE CROSSING RESTRICTIONS

1. All tracts shall be used solely for residential purposes except lots 1 thru 3, 19 thru 23 and 212 thru 220 which shall be used for commercial purposes. Seller expressly reserves the right until January 1, 1980, to amend these Restrictions which amendment may be accomplished by written instrument filed of record in the office of the County Clerk of Kendall County, Texas.

2. No portion of a tract less than the whole thereof may be sold, and no tract may be resubdivided, without the written approval of Seller, its successors, assigns or designees.

3. No building other than a single family residence containing not less than the square feet (exclusive of open porches, breezeways, carports and garages) and having not less than the percent of its exterior walls constructed of masonry (brick, rock, concrete or concrete products) as set forth hereunder, shall be erected or constructed on any residential tract. No garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Prefabricated homes constructed with new materials will be permitted provided they comply with all of the other restrictions. Servants quarters or guest houses may be constructed to the rear of a permanent residence. All buildings with any floor level of five (5) feet or less from the ground level must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or pliers from outside view.

TRACTS	% MASONARY	SQUARE FEET
4 thru 18	50	1300
19 thru 64	60	1600
65 thru 147	50	1300
148 thru 193	25	900
194 thru 229	25	900
230 thru 263	50	1300
264 thru 302	60	1600

4. The lots designated for commercial purposes must have the nature and purpose of the business approved in writing by the Seller, its successor, assignees or designees; and, the provisions as stated in paragraph three (3) shall not apply to these lots.

5. No improvement shall be erected on any tract in THE CROSSING nearer than fifty feet (50') to the front property line, except lots 39 thru 53, 221 thru 281 and 295 thru 302, in connection with which lots said setback shall be twenty-five feet (25'), nor nearer than ten feet (10') to the side property line. No material of any kind shall be placed or stored on any lot unless construction of a permanent residence has been commenced and is underway. No used material shall be stored on any tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Seller, in violation of the above stipulation and agreement, Seller may notify Purchaser by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Seller may remove said material from the property, dispose of such material, and charge Purchaser with removal and disposition costs, and Seller shall have no liability to Purchaser by virtue of the exercise of such right of removal.

6. No building or structure shall be erected, constructed or moved onto any tract until the building plans, specifications, plot plans and internal design have first been approved in writing by Seller, or by such agent or nominee as Seller may designate in writing.

7. No advertising or "For sale" signs shall be erected without written approval of Seller.

8. No building or structure shall be occupied or used until all exterior portions thereof are completely finished in accordance with Paragraph 3 and 4, hereof, and any structure, or part thereof, constructed of lumber shall be finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any tract and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Before any work is done pertaining to the location of utilities, buildings, etc., approval of said location must be first obtained from the Seller and the Local Department of Health and Health Department requirements shall have precedence over the setback requirements herein.

11. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose. No hogs or goats of any kind shall be raised, bred, or kept on any tract. Horses and cows (with a limit of three (3) animals per lot) will be permitted on lots 24 thru 38, provided the tracts are fenced and maintained in an orderly, sanitary condition. Fencing on lots 24 thru 38 must be set back twenty-five (25') feet from the rear property line to afford use of the twenty-five (25') horseback riding easement shown on plat. Animal barns must be constructed with new materials and located behind the house within 100' of said riding easement.

12. The covenants and restrictions herein contained shall be binding upon Purchaser, his successors, heirs or assigns. Said Covenants and restrictions are for the benefit of, and shall be enforceable by, Seller and any other owner or owners of property in THE CROSSING.

13. Seller reserves to itself, its successors and assigns, an easement or right-of-way over a twenty (20) foot strip along the front and five (5) foot strip along the side and rear boundary lines of the tract or tracts here described, for the purposes of installation or maintenance of public utilities including but not limited to, gas, water, electricity, telephone, drainage and sewerage and any appurtenance to the supply lines thereof, including the right to remove and/or trim trees, shrubs or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public or private authority or utility company may desire to serve said tracts with no obligation to Seller to supply such services. Should a utility pipeline be installed in the rear property easement as herein reserved, Purchaser agrees to install a gate in any fence that shall be constructed on such easement for utility company access to such pipeline.

14. All tracts are subject to easements and restrictions now of record, and are subject to any applicable zoning rules and regulations.

15. In the event of transfer or assignment of this contract, which can be done only with consent of Seller in writing, the assignee shall succeed to all of the rights and liabilities of the Purchaser. In the event Seller should consent to such an assignment, a transfer fee of \$25.00 will be payable by Purchaser to Seller.

16. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No junk, wrecking or auto storage yards shall be located on any tract.

17. Except as hereinabove provided, the restrictions herein contained shall run with the land until June 1, 1998, provided however, that the record owners of a majority of the tracts subject to these restrictions shall have the power through a duly recorded written instrument to extend these restrictions for successive ten-year periods from and after the aforesaid date.

18. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Sworn to and Subscribed before me,

this 6th day of May, 19

[Signature]
Signature of Notary Public

B. J. Sledge, Jr.
Applicant

Notary Public in and for BEAR

County, Texas.

FILED for record this 11 day of May 1976, at 10:20 o'clock A. M.
RECORDED this 12 day of May 1976, at 11:00 o'clock A. M.
By Shirley J. Nelson Deputy
Sorene K. Hartz County Clerk, Kendall Co., Texas



VDL 121

LAKECROFT, INC.

20012

DEVELOPERS OF RECREATIONAL & URBAN COMMUNITIES FOR OVER 15 YEARS
EXECUTIVE OFFICES 8500 VILLAGE DRIVE, SAN ANTONIO, TEXAS 78217 512/656-5214

May 6, 1976

RESTRICTIONS, RESERVATIONS, COVENANTS FOR THE CROSSING

STATE OF TEXAS)
) COUNTY OF KENDALL)

KNOW ALL MEN BY THESE PRESENTS

LAKECROFT, INC.
TO
THE PUBLIC

THAT LAKECROFT, INC., a Texas Corporation acting herein by and through its duly authorized officers, being the owner of THE CROSSING a Subdivision in Kendall County, Texas, a plat of which is duly recorded in Volume 1, Pages 82-87, River Forest Section; Volume 1, Pages 77-81, Mountain Creek Section, of the Map and Plat Records of Kendall County, Texas, does hereby make and publish restrictions, reservations and covenants which are to apply to and become a part of all contracts of sale, deeds and other legal instruments whereby title or possession of property in said subdivision is divested out of the present owner and vested in any other person or party. All property in said subdivision shall be conveyed, held and used subject to said limitations, restrictions, reservations and covenants shall be enforceable by all persons who shall own property in said subdivision.

THE limitations, restrictions, reservations and covenants hereby adopted and published are those set forth in Exhibit "A" attached hereto and made a part hereof as though copied here in full.

EXECUTED this 6th of May, 1976.

ATTEST:

Thomas C. Burwell, V. President

LAKECROFT, INC.

B. J. SLEDGE, JR., President

A U.S. INDUSTRIES COMPANY. And that makes a world of difference.

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(1046)

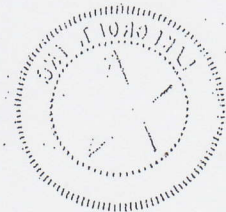
The State of Texas
County of Bexar

Before me, the undersigned authority on this day personally appeared B.J. Sledge, Jr., the President of Lakecroft, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 6th day of May, 1976.



J. H. [Signature]
Notary Public in and for Bexar
County, Texas



CERTIFICATE OF THE SECRETARY

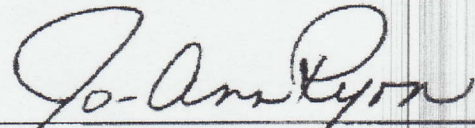
I certify that:

I am the duly qualified and acting Secretary of The Crossing at Kenberg Property Owners Association, a duly organized and existing Texas non-profit corporation.

1. Attached hereto as Exhibit "A" is a true and correct copy of the Bylaws of said corporation revised on June 1, 2013. Bylaws were originally filed with the State of Texas County of Kendall on October 28, 1986, document number 272 437 - 272 442.

2. The revised Bylaws were duly adopted by the membership of said corporation at a meeting legally held on June 1, 2013, and entered into the minutes of such meeting in the minute book of the corporation.

The above is in conformity with the Articles of Incorporation and the Bylaws of the Corporation, has never been modified or repealed, and is now in full force and effect.



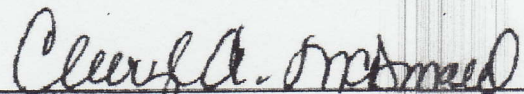
Jo-Ann Ryon, Secretary

THE STATE OF TEXAS

COUNTY OF KENDAL

This instrument was acknowledged before me on the 20th day of June 2013, by Jo-Ann Ryon, Secretary of THE CROSSING AT KENBERG PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.





Notary Public, State of Texas

EXHIBIT "A"

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BY-LAWS OF THE CROSSING AT KENBERG PROPERTY OWNERS ASSOCIATION

ARTICLE I.

The name of this corporation is THE CROSSING AT KENBERG PROPERTY OWNERS ASSOCIATION.

ARTICLE II.

The purpose or purposes for which the corporation is organized are: To collect and hold assessments collected from the property owners in The Crossing, Mountain Creek Section, The Crossing, River Forest Section and The Crossing, Hidden Lake Section. Subdivisions in Kendall County, Texas, as provided in the Deed restrictions applicable to property in said subdivisions, and to disburse these funds as and when necessary to comply with the usage thereof as designated in said Deed restrictions, and to take over and stand in the shoes of the original sub divider of said subdivisions with reference to any act or thing necessary in connection with providing maintenance and preservation of the appearance of the public areas in said Subdivisions as contemplated and provided for in the Deed restrictions aforesaid. Furthermore, it shall be the purpose of the corporation to own and maintain the non-residential, non-commercial properties and areas within said Subdivisions dedicated for the general use and benefit of property owners therein. The operations aforesaid are to be exclusively limited to the type of operations contemplated by Section 501 (c) (4) of the Internal Revenue Code.

ARTICLE III.

Membership in the corporation shall be composed of all persons now or hereafter owning property in The Crossing, Mountain Creek Section; The Crossing, River Forest Section; and The Crossing, Hidden Lake Section, according to plats thereof recorded in Volume 1, Pages 77-81; Volume 1, Pages 82-87; and Volume 1, Pages 100-115, Map and Plat Records of Kendall County, Texas. For the purpose of these By-Laws, a "member" is defined as follows:

- (a) Every person or entity owning fee simple title to property in said Subdivisions unencumbered by an outstanding Contract entitling another person or entity to acquire fee simple title to said property.
- (b) Every person or entity owning and holding a Contract entitling said person or entity to acquire fee simple title to property in said Subdivisions.
- (c) Where fee simple title to a lot or ownership of a Contract to acquire fee simple title to a lot stands in the name of more than one person or entity, such multiple owners shall be considered as a unit to be one member.

Each member shall, regardless of the number of lots owned, have the right to cast one vote per Director for the election of Directors and one vote in the determination of any other matters properly presented to the membership of the corporation.

ARTICLE IV.

The initial membership of the corporation shall be determined by the initial Board of Directors who shall prepare a membership list, placing thereon members as defined in Article III hereof. Thereafter, memberships may be transferred only upon the books of the corporation upon submission to the Secretary of evidence of the transfer of property in the aforesaid Subdivisions.

ARTICLE V.

The annual meeting of the members of the corporation shall be held the 1st Saturday of June in each year. Special meetings of the members may be called by either the President, the Board of Directors or by written petition filed with the Board of Directors signed by no less than one tenth (1/10) of the total membership of the corporation.

Written or printed notices setting the place and time of the annual meeting and the date, time, place and purpose of a special meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting by US mail or at least 72 hours before the start of the meeting by posting the notice in a conspicuous manner on the bulletin board, or on the website, and by sending an email to each owner who has an email address with the association, at the direction of the President or the Secretary, to each member. Such printed notice shall be deemed delivered when deposited in the United States mail with postage paid thereon, addressed to the member at his or her mailing address as it appears in the records of the corporation or when sent by email. It is the property owner's duty to keep an updated mailing (USPS) and or email address with the Association. The members present at said annual meeting and/or special meeting shall constitute a quorum for the transaction of business at such meeting.

ARTICLE VI.

The management of the corporation shall be vested in a Board of Directors composed of nine (9) Eligible Members. Said Directors shall conduct the business of the corporation in accordance with the procedures outlined in Robert's Rules of Order. No more than one (1) member may be eligible from a property or properties (such as a husband or wife, but not both on the same board).

The Directors constituting the first Board of Directors shall be named in the Articles of Incorporation and shall hold office until the first annual meeting of the members. A Director elected at the annual meeting shall serve a two (2) year term. In order to maintain continuity, expiring terms shall be staggered so not all Board members' terms will expire annually. Vacancies on the Board of Directors occurring after the annual meeting may be filled by majority vote of the Board of Directors at any regular or called meeting of the Board. Such Director shall serve for the unexpired term of his/her predecessor.

A first meeting of the Board of Directors shall be held without other notice than this By-Law immediately after and at the same place as the annual meeting of the members. Regular and special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors.

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Written or printed notice stating the place, day and time of such regular or special meetings of the Board, and the purpose or purposes for which the meeting is called, shall be delivered to each Director not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by US mail or electronic means with the consent of the director. The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners. The scope and limits of the Board's authority during any such special meeting of the directors is defined in Texas Statute Chapter 209.0051(h). Five (5) Directors shall constitute a quorum for the transaction of business by the Board of Directors at any such regular or special called meeting.

No Director shall receive any compensation, but any actual out of pocket expenses incurred by a Director in the pursuit of the business of the corporation shall be reimbursed to the Director from corporation funds. Any action required by law to be taken at a meeting of the Directors or any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the actions so taken shall be approved and signed by all the Directors.

ARTICLE VII.

The officers of the corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. The Board may appoint a Sergeant at Arms whose duty and responsibility is to insure the meetings of the Board of Directors are conducted in accordance with Robert's Rules of Order; said officer is a none-voting member of the board. Any two (2) or more offices may be held at the same time by the same Director, provided that the President and the Secretary may not be the same person. The officers of the corporation shall be chosen by the majority vote of the Directors. Whenever the office of an officer becomes vacant for any reason, the Board of Directors may elect, by majority vote, a successor Director to fill the vacancy. The office of the President shall be a non-voting position, except as a tie breaker for Board of Director votes. The term of office of each officer shall expire at the annual meeting of the members, provided, however, the term of office of each officer shall continue until his or her successor shall have been elected and qualified. The Directors may, by resolution, prescribe powers, authority and duties of the respective officers, and may from time to time, restrict, alter or abolish such powers, authority and duties. In the event a relative of any employee or contract worker is elected to the Board of Directors, said officer shall abstain from any and all votes related to duties, scope, and compensation of said employee or contract worker.

ARTICLE VIII.

It is the intent and purpose of the corporation to expend funds for the general benefit of all the property owners in the three subdivisions above described in compliance with and pursuant to the restrictions adopted in connection with the sale of property in said subdivisions. Within the guidelines of these By-Laws, the Articles of Incorporation of the corporation, and the aforesaid restrictive covenants affecting property in the said subdivisions, the Board of Directors shall be authorized to expend funds of the corporation on such projects as shall qualify under said guidelines and be dedicated for the use and benefit of all property owners in said subdivisions including maintenance, improvements and additions that will enhance infrastructure.

ARTICLE IX.

The Board of Directors may provide for certificates evidencing membership in the corporation which shall be in such form as may be determined by the Board. Such certificates, if issued, shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary.

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All membership certificates so issued shall be sealed with the seal of the corporation. All certificates shall be numbered and shall be registered on the records of the corporation. If any such issued certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefore on such terms and conditions as the Board of Directors may determine. If such certificates or membership shall be issued, a membership certificate must be surrendered to the Board of Directors before a membership may be transferred on the books of the corporation.

ARTICLE X.

If any change to the annual property maintenance assessment or any special assessment is considered, it shall be determined by member vote at the annual or special meeting of the members either personally, by proxy or by electronic means, in accordance with Texas Statute Chapter 209.0058 and 0059. Albeit, the established or newly established annual assessment shall be invoiced to the members as soon as administratively practicable after the annual meeting and shall be due and payable not later than the last day of September following the annual meeting.

Special assessments approved by members shall be invoiced as soon as administratively practicable and due not later than thirty (30) days from the due date on subject invoice. Annual assessment payments not received by the last day of September following the annual meeting and special assessments not received within thirty (30) days of the due date on the invoice will be delinquent. In the event of nonpayment of one or more of said assessments by the delinquency date, the non-paying member shall not be allowed the use of Property Owner Association parks and facilities until all assessments shall have been paid or a payment plan shall have been approved by the Association.

The Board of Directors shall be authorized to take such action as the board shall deem necessary to collect delinquent assessments, including the enforcement of any liens on real property the member may hold, or by any other reasonable collection procedure.

ARTICLE XI.

These by-laws may be altered, amended or repealed by vote of the majority of the members present at an annual meeting or at a special meeting of the members called for such purpose. The Board may also adopt and publish rules and regulations that would allow said body the ability to maintain the property for the benefit of all members in the three subdivisions.

ARTICLE XII

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation, or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Adopted by the Board of Directors: June 1, 2013

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Filed & Recorded in:

**KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK**

06/24/2013 11:05AM

Document Number: 00276384
Total Fees : \$27.00

Receipt Number - 38039
By Deput: Harriet P Seidensticker

This Document has been received by this Office for Recording into the Official Public Records. We do hereby swear that we do not discriminate due to Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped hereon and was duly recorded in the OFFICIAL RECORDS Records of Kendall County, Texas on

06/24/2013
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: HPS Deputs