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STATE OF TEXAS, COUNTY OF BEXAR

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Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

RESTATEMENT
OF BYLAWS
OF SIERRA HEIGHTS HOMEOWNERS ASSOCIATION
May 2, 2022

ARTICLE I
NAME AND PRINCIPAL OFFICE

The name of the Corporation is SIERRA HEIGHTS HOMEOWNERS ASSOCIATION. The principal office and mailing address of the Corporation is located at 19435 Wittenburg, San Antonio, Texas, 78256.

ARTICLE II
PURPOSE

The purpose of this organization is to add value to the community by providing attractive recreation facilities for its members.

ARTICLE III
DEFINITIONS

Assessments: Shall mean and refer to Annual Assessments, Special Assessments, Sustaining Assessments, and any other dues approved by the Board.

Association: Shall mean and refer to Sierra Heights Homeowners Association, a Texas non-profit corporation, its successors, assigns, or replacements.

Board: Shall mean and refer to the Board of Directors of the Association as provided within these Bylaws.

Club Facilities: Shall mean and refer to all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members. This term includes (but is not limited to) the Sierra Heights clubhouse, pool, and court facilities.

Crownridge Development: Shall mean and refer to that certain development in Bexar County, San Antonio, Texas known as "Crownridge," or "the Master Property" which is more fully described in the Declaration of Covenants, Conditions and Restrictions for Crownridge of Texas, recorded in Volume 3156, Pages 696-724 of the Official Public Records of Real Property of Bexar County, Texas, as supplemented and/or amended by that certain document recorded in Volume 5615, Pages 1199-1208 of the Official Public Records of Real Property of Bexar County, Texas. A roughly contemporary map of these Field Notes is attached here as Exhibit A

Lot: Shall mean and refer to detached single family platted lots and townhomes. However, the term "Lot" shall not include any multi-family communities other than townhomes.

Mandatory Member: Shall mean and refer to all Record Owners of Lots deemed mandatory by their Subdivision's Declaration of Covenants, Codes, and Restrictions (CCRs). Exhibit B reflects which Subdivisions are deemed mandatory and voluntary.

Member: Shall mean and refer to all Record Owners who have met the requirements of membership as stated in these Bylaws.

Member in Good Standing: Shall mean and refer to a Member who has all assessments of every type and category paid up to date, has no outstanding financial obligations to the Association that are delinquent, and is not under disciplinary action by Board of the Association.

Property: Shall mean and refer to all residential Lots north of Camp Bullis Road in the Crownridge Development hereinbefore and hereinafter platted.

Record Owners: Shall mean and refer to the owners of record, whether one or more persons or entities of fee simple title to any Lot situated in the Property. This term shall include contract sellers but excludes those leasing from a Record Owner or those having an interest merely as security for performance of an obligation.

Sustaining Assessment: This is a fee that may be used by the Board, from time to time, to establish a new relationship with a new development within the boundaries described herein for Lots. This fee will be paid by property owners that are designated as sustaining members in their Subdivision's Declaration of Covenants, Codes, and Restrictions (CCRs). The sustaining assessment fee is an amount decided by the board of directors of the Association for each development. Once effected this assessment will be declared each year at the time of the regular membership Assessment, but cannot be increased by more than 10% a year without a 2/3rds vote of the current Sustaining Members of the development. This annual assessment helps pay for the operation and maintenance of SHHOA facilities but does not allow the Record owner to use the SHHOA facilities. However, it does allow the Record Owner to become a Voluntary Member of the Association with full membership privileges once the Voluntary annual assessment is paid. Any property not reflected as Mandatory or Voluntary on Exhibit B may be deemed Sustaining or Voluntary with the approval of the Board and with appropriate amendment of the applicable CCRs.

Sustaining Member: Shall mean and refer to Record Owners of Lots who pay the Association the Sustaining Assessment in order to be eligible to become a Voluntary Member and to use the SHHOA Facilities once the Voluntary annual assessment is paid.

Voluntary Member: Shall mean and refer to all Record Owners of Lots who are not required to be Mandatory or Sustaining Members by their Subdivision Covenants, have met the requirements of membership as stated in the Bylaws, and are Members in good standing. Exhibit B reflects which Subdivisions are deemed mandatory and voluntary. Voluntary members may become Mandatory Members or Sustaining Members upon Board approval and execution of the appropriate legal documents.

ARTICLE IV
MEMBERSHIP

Section 1. Eligibility. All Record Owners shall be eligible for Membership, subject to Board approval.

Section 2. Types of Membership.

The Association shall have three (3) types of Membership:

1. Mandatory Memberships. These memberships are provided to Record Owners of Lots in: (a) Unit 6 of Walden Heights Subdivision; (b) Units 2, 3A and 6 of La Sierra Subdivision; and (c) Las Ventanas at Crownridge Townhomes (phase 2).
2. Voluntary Membership. Record Owners of Lots in: (a) the gated portion of Walden Meadows Garden Homes Subdivision; (b) Units 1, IX, 2 and 3 of Walden Heights Subdivision; (c) Units 1, 4 and 5 of La Sierra Subdivision; and Unit 2 of Walden Point Subdivision a/k/a Walden Meadows Garden Homes; (d) Las Ventanas at Crownridge Townhomes (phase 1); and Heights of Crownridge (Unit 1) subdivisions are eligible for these memberships.
3. Sustaining Membership. The Board can, at its sole discretion, activate this membership designation for developers in Crownridge who wish to pay an amount upfront to the Association to guarantee that their Lots in a new subdivision are eligible for Association membership. Each lot will pay an annual, mandatory assessment called a "Sustaining Assessment." This annual assessment helps pay for the operation and maintenance of SHHOA facilities but does not allow the Record owner to use the SHHOA facilities. At the point the Lot owner wants to become an active Association Voluntary Member, they can do so, by paying the Voluntary Member annual assessment for that membership year.

Section 3. Documents needed for Membership. Various membership information forms, voting documents, facility use rules documents, and notice of waiver and liability forms shall be required to be completed before a Member can access the Club Facilities. The Board shall stipulate these documents each year prior to the start of a new Membership Yr.

Section 4. Suspension of Privileges. If a Member comes under disciplinary action for not following Club Facility use rules and/or any other infraction of the Association's documents and/or fees, such Member shall have no further rights or privileges to participate in the functions of the Association or to use the Club Facilities (i.e., the Member will no longer be a Member in Good Standing). Such suspension of privileges in no way waives the Member's obligation to pay Membership Fees or Assessments.

ARTICLE V
ASSESSMENTS

Section 1. Annual Payment. All Members shall pay the Annual Assessment and any Special Assessment directly to the Association on an annual basis unless otherwise permitted by the Association.

Section 2. Annual Renewal Date. Assessments shall be due and payable on May 1st of each year.

Section 3. Deleted.

Section 4. Improved or Unimproved Lots. There shall be no distinction between Lots that are improved or not improved when calculating the Annual Assessment or any Special Assessments.

Section 5. Amount of Assessments and Notice. Each year, the Association shall fix the amount of Assessments at least fifteen (15) days in advance of May 1st. If there are any changes to the amount of an Assessment, notice of the amount of the Assessment(s) shall be sent to every Record Owner via email, text message, mail, or hand delivery no later than fifteen (15) days before the due date. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 6. No Partial Year Assessments or Refunds. The entire amount of Assessments is due whenever a Record Owner becomes a Voluntary Member or Sustaining Member. The Association will not refund Assessments. The Board, on a case-by-case basis, may, at its discretion, allow discounted Assessment(s) for a first time Voluntary Member.

Section 7. Late Payment Charges. Any Assessment not paid when due shall bear interest from the due date at the lesser of: (a) eighteen percent (18%) per annum; or (b) the maximum non-usurious rate of interest.

Any Assessment not paid within 30 days of the due date will incur a late fee which will be decided from time to time by the Board. The Association may maintain an action at law against the Member obligated to pay the Assessments. No Member may waive or otherwise escape liability for the Assessments provided by non-use of the Association facilities or abandonment of his or her Lot.

Section 8. Loss of Member Privileges for Late Payment Any installment of the Assessment(s) not paid by the due date shall result, at the option of the Board, in the termination of such Member's privileges. Such Member shall have no further rights or privileges to participate in the functions of the Association or to use the Club Facilities after such termination.

Section 9. Calculation of the Annual Assessment.

- (a) At least 15 days before May 1st of each year the Board may increase the Annual Assessment(s) not more than ten percent (10%) above the Annual Assessment(s) for the previous year without a vote of the Members; and
- (b) After May 1st, the Annual Assessment(s) may be increased by more than ten percent (10%) by a vote of two-thirds (2/3rds) of Members who are voting in person or by proxy at the Annual Meeting or a Special Meeting duly called for this purpose.

Section 10. Special Assessments. In addition to the Annual Assessments authorized above, in any assessment year, the Association may levy a Special Assessment applicable to that assessment year only for the purpose of defraying, in whole or in part, additional expenses as may be incurred or needed by the Association. Any such Assessment shall have the assent of 51% of the votes of all Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 11. Use of Assessments. The Assessments levied by the Association shall be used exclusively for management, maintenance, and operation of the Association facilities.

ARTICLE VI MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or such other suitable place convenient to the Members as may be directed by the Board

Section 2. Annual Meeting. The Annual Meeting of the Association will be held in late April or early May each year in conjunction with the annual membership campaign.

Section 3. Special Meetings. Special Meetings of the Members may be called at any time by the President. In addition, it shall be the President's duty to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by the Members representing at least one-fourth (1/4) of the total votes of the Association. The notice of any Special Meeting shall state the date, time, and place of such meeting and the purpose thereof.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by email, mail, fax, text, or hand delivery, to each Member entitled to vote at such meeting, not less than fifteen (15) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers of persons calling the meeting. Such notice must contain a description of the topics or issues to be discussed.

In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

For the purpose of determining the Members entitled to notice of a meeting, the membership of the Association shall be determined on the date the notice of

meeting is first given. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail first class postage pre-paid addressed to the Member at his/her/its address as it appears on the Association's records. One notice, addressed to multiple Members at the same address shall suffice if more than one (1) Member resides at or occupies any address.

Notice to a Member by email or facsimile must be sent to the email address or fax number provided to the Association in writing by that Member. If emailed, the notice of meeting shall be deemed to be delivered as of the date and time sent. If faxed, the notice of meeting shall be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. For any given meeting, the Association may use any combination of the alternative methods for providing notice to the Members.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member, either in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice in writing at the time the meeting is called to order. Additionally, casting a vote by a Member on any issue to be voted upon at the meeting by any technological means authorized in these Bylaws shall be deemed a waiver by such Member of notice of the meeting. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised in writing before the business is put to a vote.

Section 6. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total eligible number.

Section 7. Quorum of the Members. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing ten percent (10%) of the total eligible votes in the Association shall constitute a quorum for any action. The Members present at a duly called meeting at which a quorum is present may continue to do business until adjournment. In the event a sufficient number of Members leave less than a quorum at such meeting, business may continue to be conducted provided that: (a) at least five percent (5%) of the total votes of the Association remains present in person and/or proxy; and (b) any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

If the quorum requirement is not met at a duly called meeting, the Members in Good Standing shall have the power to adjourn the meeting, without notice other than announcement at the meeting.

Section 8. Voting and Proxies. Each Member in good standing may vote in person or by written proxy. All proxies shall be filed with the Secretary and are only valid for the meeting(s) specified. No proxy shall be valid for a period in excess of thirty (30) days from the date of filing. Proxies may be revoked or amended upon written request of the Member to the Secretary. Proxies shall automatically cease upon termination of the Member's membership in the Association.

Section 9. Conduct of Meetings. The President or Vice President when designated shall preside over all meetings of the Association, and the Secretary or designee shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting and all transactions occurring at the meeting.

Section 10. Member Action Without a Meeting. Any action required by law to be taken at a meeting of the Association or any action that may be taken at a meeting of the Association, may be taken without a meeting if written consent setting forth the action is signed by Members holding the number of necessary votes to pass a proposition concerning the subject matter thereof and any such consent shall have the same force and effect as a unanimous vote of the Members.

Section 11. Board Meetings. The Board shall meet following each annual meeting of the Members at such time and place as shall be fixed by the Board. The Board shall also meet when the President or a majority of the Directors calls a meeting. Notice of Board meetings shall be made to all Board members at least a week ahead of time with date, time, and place specified.

a. Executive Session. The Board of Directors may close a portion of its meetings for the purpose of discussing items which require confidentiality, matters involving the personal accounts of Members, matters currently in litigation and other matters that the Board, in its discretion, considers to be of a sensitive nature.

b. Open Meetings. Meetings of the Board are open to Members, who may address the Board subject to reasonable rules established by the Board regarding the number of speakers and the time allotted to each speaker. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Members, to discuss or vote on matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 12. Board Action Without a Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting, setting forth the action so taken. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting.

Section 13. Quorum of the Board. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors shall be regarded as the act of the Board.

ARTICLE VII
ELECTION, COMPENSATION, POWER AND
DUTIES OF THE BOARD OF DIRECTORS

Section 1. Governance of the Association. The affairs of the Association shall be handled by a duly elected Board of Directors.

Section 2. Number and Qualification. The Association's Board shall consist of up to five (5) directors who must be members in Good Standing of the Association. Each director shall have one (1) vote. Any Member in Good Standing who is eighteen (18) years or older may be a candidate for a Director position.

Section 3. Nomination and Election of Directors. The following election procedures shall apply:

- a. Nominations can be made by a duly appointed Nominating Committee made up of Members or by the Board, and from the floor at the Annual Meeting. Nominations from the floor must be seconded by another Member in order to be considered an acceptable nomination.
- b. The Board may establish a Nominating Committee consisting of a chairperson, who shall be a member of the Board and three (3) or more Members. If established, the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each Annual Meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of positions to be filled.
- c. Election may be by written ballot or by a show of hands. The method of voting to elect Directors shall be determined by a majority of the Members present at such meeting.
- d. Each Member, in person or by proxy, shall be entitled to cast as many votes as he or she is entitled to under the Articles of Incorporation and the Bylaws.
- e. Cumulative voting is not permitted.
- f. The actual vote count will be recorded in the minutes of the meeting.
- g. The candidate(s) receiving the largest number of eligible votes of the Association shall be elected.

Section 4. Director Term of Office. Each Director shall hold office for one (1) year from the date of his/her election.

Section 5. Director Removal or Vacancy.

- A. Any Director may be removed from the Board, with or without cause, by a majority vote of Members of the Association.
- B. A majority of the Board may declare the office of a Director to be vacant in the event the Director is absent from two (2) consecutive regular meetings of the Board.
- C. In the event of death, resignation, or removal of a Director, his/her successor shall be selected by the majority of the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 6. Compensation. No Director shall receive compensation from the Association for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred on behalf of the Association with prior approval of the Board.

Section 7. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was a Director, officer, committee member, employee, or agent of the Association. The Association shall procure insurance to cover all or a portion of the Association's obligation of indemnification to the fullest extent permitted by, and subject to Texas law.

Nothing contained in this Section shall be deemed to obligate the Association to indemnify any Member or Owner of a lot, who is or has been a Director, manager, or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of any declaration of covenants, conditions, and restrictions related to the Properties, as a Member or Owner of a Lot covered thereby.

Section 8. Powers of the Board. The Board shall have the power to:

- A. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation.
- B. Take any lawful action necessary to remedy or abate any violation or breach of any covenants, conditions, restrictions, uses, limitations, obligations, and/or provisions imposed by the governing documents.
- C. Adopt and publish rules and regulations governing the use of the Association facilities, including but not limited to the Common Area and Club Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof.

- D. Borrow funds for the purpose of capital improvement or replacement of the Club Facilities and/or Common Areas; and
- E. Enter into contractual agreements with management firms or independent contractors to fulfill the objectives and purposes of the Association.

Section 9. Duties of the Board. The Board shall be empowered and shall have the following duties:

- A. To cause to be kept a complete record of all the Association's acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by twenty-five percent (25%) of the Members in Good Standing.
- B. Supervise all officers, agents, and employees of the Association and to see that their duties are properly performed; and
- C. Cause all officers and/or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time create by resolution. Said officers must all be Members in Good Standing.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each officer shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a one-year term (or less) that coincides with other officer terms, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Vacancy, Removal and Resignation.

- A. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

- B. Any officer may be removed from office with or without cause by a majority vote of the Board. Upon removal from office, the majority of the Board shall determine whether the officer shall remain a Director of the Board.
- C. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 7. Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board, including but not limited to the following:

- (a) President. The President shall: (a) preside at all meetings of the Board; (b) see that orders and resolutions of the Board are carried out; (c) sign all leases, mortgages, deeds and other written instruments; and (d) sign or cause to be signed all checks and promissory notes.
- (b) Vice President. The Vice President shall: (a) act in the place and stead of the President in the event of the President's absence, inability or refusal to act; and
(b) exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall: (a) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; (b) serve notice of meetings of the Board and of the Members; (c) keep appropriate current records showing the Members of the Association, together with their addresses; and (d) perform such other duties as required by the Board.

- (d) Treasurer. The Treasurer shall: (a) receive and deposit in appropriate bank accounts all moneys of the Association; (b) disburse such funds as directed by resolution of the Board; (c) have the right to sign all checks and promissory notes of the Association if so directed by the President; (d) keep proper books of account; (d) prepare an annual budget and a statement of income and expenditures to be presented to the Members at the Annual Meeting; and (e) provide a copy of the annual budget and statement of income and expenditures to each Member via hand delivery, mail, or posting on the Association's website. If authorized by the Board, the Treasurer may cause an annual audit of the Association's books to be made by a public accountant approved by the Board at the completion of each fiscal year.

ARTICLE IX
RIGHTS and RESPONSIBILITIES OF
MEMBERS

Section 1. Rights of Members. Members of the Association shall have the following rights:

- a. To have access to copies of any and all amendments to governing documents, to include policies or standards adopted or amended by the Board.
- b. If in good standing, to participate in the government of the Association by attending Association meetings, voting in Association elections and on other issues, and serving on committees.
- c. To inspect all books and records of the Association, with the exception of documents excluded by Texas Property Code, Chapter 209 (Texas Residential Property Owners Protection Act), Section 209.005 (Association Records). The following limitations apply to a Member's right to inspect and/or obtain copies of Association records:
 1. A Member's request to inspect or copy Association records must be in writing and must specify a proper purpose and the records that the Member wishes to inspect or copy.
 11. Inspection and copying is limited to regular business hours at the Association's principal office.
 111. A Member may not obtain or use a membership list or any part of the Membership list for any purpose unrelated to a Member's interest as a Member of the Association. A Membership list shall not be used to solicit money or property, used for any commercial or solicitation purpose, or sold to or purchased by any person.

- iv. The Association may impose a reasonable charge to cover the costs of labor and material for copies of any documents provided to a Member.
- v. Notwithstanding the above, the Association may withhold from inspection personnel records, individual medical records, an individual's personal financial data or information, or privileged communication with legal counsel.

Section 2. Responsibilities of Members. Members shall have the following responsibilities: To comply with the governing documents of the community.

- a. To treat fellow Members courteously and with respect.
- b. To pay Association assessments and charges on time.
- c. To provide current mailing address to the Association's Secretary (or management company) and to report any changes in the ownership of the property.

ARTICLE X COMMITTEES

The Board is authorized to establish committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee established by the Board shall operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees of the Association shall be vested with advisory powers only and are not authorized to act on behalf of the Association.

ARTICLE XI BOOKS AND RECORDS

The Articles of Incorporation and the Bylaws of the Association shall be available for inspection at the Association website: www.sheightshoa.org. Various other Association documents are also available on the Association website, some for Member-only access.

ARTICLE XII PARLIAMENTARY AUTHORITY

Except as may be modified by Board resolution, Robert's Rules of Order (current edition) govern the conduct of this Association's proceedings except when they are inconsistent with Texas law, these Bylaws, or the Articles Incorporation.

ARTICLE XIII
CORPORATE SEAL

The Association shall have no seal.

ARTICLE XIV AMENDMENTS
& CONFLICTS

Section 1. These Bylaws may be amended by the affirmative vote or written consent, or any combination thereof, by two-thirds (2/3rds) of a quorum of the Members in Good Standing either present in person or by proxy, at any regular or special meeting of the Members.

Section 2. These Bylaws shall be reviewed at least once every five (5) years.

Original Bylaws:	January 1, 1986
Revised:	June 6, 1989
Revised:	May 1, 2011
Current Revision	May 2, 2022

Section 3. If there are conflicts between the provisions of Texas law, the Articles of Incorporation, and the Bylaws, then the provisions of Texas law, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

ARTICLE XV
FISCAL YEAR and ACCOUNTING PROCEDURES

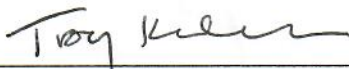
The fiscal year of the Association shall be May 1st to April 30th of the following year. The Association shall use a standard, accepted accounting system and produce reconciled reports for Board review each month and for Membership review upon demand. If authorized by the Board, the Treasurer may cause an annual audit of the Association's books to be made by a public accountant approved by the Board at the completion of each fiscal year.

ARTICLE XVI
BUSINESS JUDGMENT RULE


Any act or thing done by any Director, Officer, or Committee Member taken in furtherance of the purposes of the Association, and accomplished in conformity with the procedures set forth in the Articles of Incorporation, the laws of the State of Texas, and/or these Bylaws, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing done shall not be a breach of duty on the party of the Director, Officer, or Committee Member if they have been done within the exercise of their discretion and judgment.

The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, Officer, or Committee Member. A court shall not re-examine the quality of the decisions made by the Director, Officer, or Committee Member by determining the reasonableness of the decision as long as the decision is made in good faith in what the Director, Officer or Committee Member believes to be the best interest of the Association.

IN WITNESS WHEREOF, we, being all of the current Directors of the SIERRA HEIGHTS HOMEOWNERS ASSOCIATION, have hereunto set our hands as of the 2nd day of May 2022.

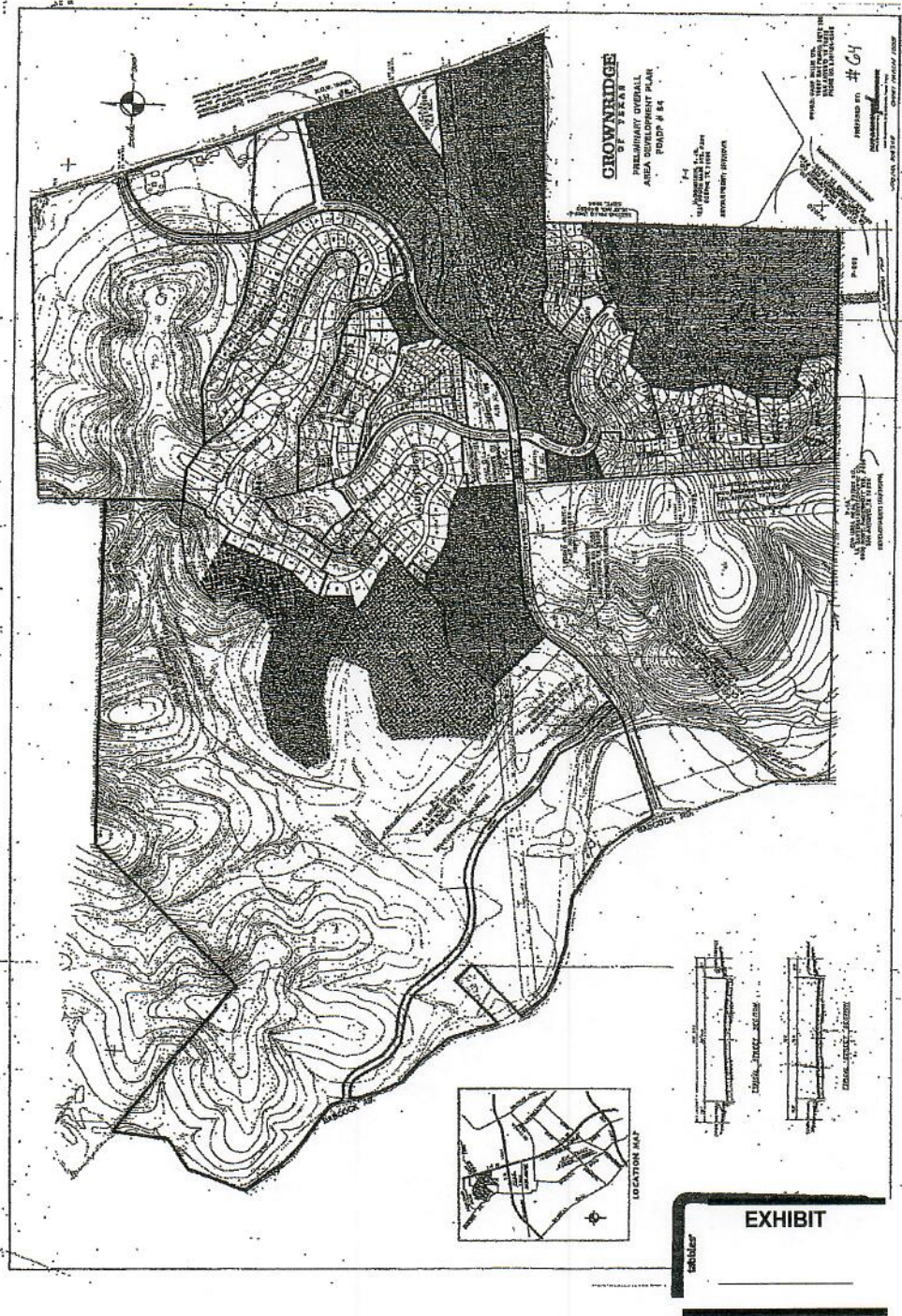


Troy Knickerbocker, President


Joel Alexander, Vice President
Mary Kelly, Secretary-Treasurer

Daniel Gutierrez, Board Member at Large

Attachment A



**** Attachment B ****

**SIERRA HEIGHTS HOMEOWNERS ASSOCIATION
Mandatory/Voluntary Status
(as of May 2, 2022)**

	Covenant	Mandatory	Voluntary	Sustaining
Crownridge Subdivisions	Date	Properties	Properties	Properties
Walden Meadows (gated)	Jun-92		X	
Walden Point aka Walden Meadows Garden Homes Unit 2	Feb-95		X	
Walden Heights-Unit 1	Jul-84		X	
Walden Heights-Unit 1X			X	
Walden Heights-Unit 2	Jul-84		X	
Walden Heights-Unit 3	May-85		X	
Walden Heights-Unit 6	Jul-89	X		
La Sierra-Unit 1	May-85		X	
La Sierra-Unit 2	Jul-97	X		
La Sierra-Unit 3A	Jul-97	X		
La Sierra-Unit 4	May-85		X	
La Sierra-Unit 5	Jan-96		X	
La Sierra-Unit 6	Aug-98	X		
Las Ventanas at Crownridge Townhomes	Oct 14 1 st Amendment	X (2nd phase)	X (1st phase)	
Heights of Crownridge (Unit 1)	Aug 08		X	

STATE OF TEXAS
COUNTY OF BEXAR

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CERTIFICATE OF SECRETARY

I certify that:

I am the duly qualified and acting Secretary of Sierra Heights Homeowners Association, a duly organized and existing Texas non-profit corporation (the "Corporation").

The foregoing is a true and correct copy of the Restatement of Bylaws of Sierra Heights Homeowners Association, which were duly adopted at a meeting of the Members of the Corporation, by a vote of a majority of a quorum of all eligible voting Members and entered in the minute book of the Corporation on May 2, 2022.

Further, the Restatement of Bylaws of Sierra Heights Homeowners Association are in conformity with the Corporation's Certificate of Formation and previous Bylaws, have never been modified or repealed, and are now in full force and effect.


Secretary of Sierra Heights Homeowners Association
Mary T. Kelly

SUBSCRIBED AND SWORN TO BEFORE ME before me on the --20-- day of may, 2022.

Note: The above signature must be notarized below, then the document must be filed & recorded in the Official Public Records of the BEXAR COUNTY CLERK.



