STATUTORY NOTICE AND RECORDATION OF DEDICATORY INSTRUMENTS FOR RANDOLPH CROSSING, UNIT 1

This STATUTORY NOTICE AND RECORDATION OF DEDICATORY INSTRUMENTS is executed and recorded to be effective as of this 26th day of July 2022.

San Antonio LD, LLC, a Texas limited liability company (the "<u>Declarant</u>"), is the Declarant under the terms of those certain those certain Declaration of Restrictive Covenants, Conditions, Easements and Use Restrictions, recorded in Doc# 20220178133, Official Records of Bexar County, Texas, (the "<u>Declaration</u>"). Terms capitalized but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

As set forth in the Declaration, that certain Randolph Crossing Homeowners Association, Inc. was formed on or about July 20, 2022.

As set forth in Section 202.006 of the Texas Property Code, a property owners' association is required to file all dedicatory instruments governing the establishment, maintenance or operation of a residential subdivision in the real property records of each county in which the property to which the dedicatory instruments relate is located. Accordingly, the Declarant hereby files this Statutory Notice and Recordation of Dedicatory Instruments to effective file and provide notice that the instruments attached and listed below are applicable to property in the county of filing, said property being described in **EXHIBIT A** attached hereto.

Attached hereto as follows are true and correct versions of the following documents:

EXHIBIT B - Certificate of Formation for Randolph Crossing Homeowners Association Inc.

EXHIBIT C - Bylaws of Randolph Crossing Homeowners Association Inc.

EXHIBIT D - Records Production and Copying Policy for Randolph Crossing Homeowners Association Inc.

<u>EXHIBIT E</u> - Management Certificate for Randolph Crossing Homeowners Association Inc.

[Counterpart Signature Page to Statutory Notice and Recordation of Dedicatory Instruments for Randolph Crossing, Unit 1]

Executed to be effective as of the 31 day of Ausus+, 2022.

DECLARANT:

San Antonio LD, LLC, Texas limited liability company

By: Title: Manager

Date:

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 31 day of Ausust, 2022, by Stephen Lieux, the Manager of San Antonio LD, LLC, a Texas limited liability company, on

behalf of said company.

Notary Public - State of

{00144043.1}

EXHIBIT A

The Subdivision Land

BEING A 28.878 ACRE TRACT OF LAND SITUATED IN THE J.B. HILL SURVEY NO. 103, ABSTRACT NO. 308, COUNTY BLOCK NO. 5088, BEXAR COUNTY, TEXAS, COMPRISED OF ALL OF A 10.154 ACRE TRACT AS CONVEYED TO SAN ANTONIO LD, LLC BY WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 20210052048, AND A PORTION OF A 94.258 ACRE TRACT OF LAND AS CONVEYED TO SAN ANTONIO LD, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN AS RECORDED IN DOCUMENT NUMBER 20210038200, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

EXHIBIT B

Certificate of Formation for Randolph Crossing Homeowners Association Inc.

Doc# 20220266802 11/14/2022 09:21 AM Page 6 of 33 Lucy Adame-Clark, Bexar County Clerk

P.O.Box 13697 Austin, Texas 78711-3697 Secretary of State

Office of the Secretary of State

October 24, 2022

Attn: April Tilley
April Tilley
4058 N. College Ave., Suite 300
Fayetteville, AR 72703 USA

RE: Randolph Crossing Homeowners Association, Inc.

File Number: 804779170

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at https://window.state.tx.us/taxinfo/exempt/index.html. Information on exemption from federal taxes is available from the Internal Revenue Service web site at https://www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Come visit us on the internet at https://www.sos.texas.gov/
Phone: (512) 463-5555 Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
Prepared by: Austin Swinburn TID: 10286 Document: 1189487650003

P.O.Box 13697 Austin, Texas 78711-3697 Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Randolph Crossing Homeowners Association, Inc. File Number: 804779170

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

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

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

Dated: 10/21/2022

Phone: (512) 463-5555

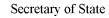
Effective: 10/21/2022



John B. Scott Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/ Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services TID: 10306 Document: 1189487650003 Prepared by: Austin Swinburn

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



Office of the Secretary of State

CERTIFICATE OF FILING OF

Randolph Crossing Homeowners Association, Inc. File Number: 804779170

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

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

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

Dated: 10/21/2022

Effective: 10/21/2022



John B. Scott Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/
Phone: (512) 463-5555 Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
Prepared by: Austin Swinburn TID: 10306 Document: 1189487650003

Form 202

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

Filing Fee: \$25



Certificate of Formation Nonprofit Corporation

Article 1 - Corporate Name

Filed in the Office of the Secretary of State of Texas Filing #: 804779170 10/21/2022 Document #: 1189487650003 Image Generated Electronically for Web Filing

The filing entity formed is a nonprofit corporation. The name of	the entity is :
Randolph Crossing Homeowners Association, In	IC.
Article 2 – Registered Agent	and Registered Office
☑A. The initial registered agent is an organization (cannot be	corporation named above) by the name of:
FirstService Residential	
OR	
\square B. The initial registered agent is an individual resident of the	state whose name is set forth below:
C. The business address of the registered agent and the regist	ered office address is:
Street Address: 3424 Paesanos Pkwy Suite 100 Shavano Park TX 78231	
Consent of Regist	ered Agent
☐A. A copy of the consent of registered agent is attached.	
OR	
☑B. The consent of the registered agent is maintained by the	-
Article 3 - Mana	
 A. Management of the affairs of the corporation is to be ves OR 	sted solely in the members of the corporation.
■ B. Management of the affairs of the corporation is to be vest which must be a minimum of three, that constitutes the initial be- persons who are to serve as directors until the first annual med- are set forth below.	oard of directors and the names and addresses of the
Director 1: Stephen Lieux	Title: Director
Address: P.O. Box 10560 FAYETTEVILLE AR, USA	A 72703-72703
Director 2: Justin Cox	Title: Director
Address: P.O. Box 10560 FAYETTEVILLE AR, USA	A 72703-72703
Director 3: Jase Cullitan	Title: Director

Address: P.O. Box 10560 FAYETTEVILLE AR, USA 72703-72703

Article 4 - Organization Structure

FAYETTEVILLE AR, USA 72703-72703

FAYETTEVILLE AR, USA 72703-72703

Title: Director

Title: Director

A. The corporation will have members.

Neal

Schrader

Address: **P.O. Box 10560**

Address: **P.O. Box 10560**

Director 4: Jade

Director 5: Steven

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The purposes for which the Association is organized are to represent the interests of owners of the Randolph Crossing Unit 1 (the "Subdivision"), and to own, maintain and administer all common areas, common maintenance areas and property of the Association in the

residential development being marketed as the Randolph Crossing, in Bexar County, Texas, including, without limitation, to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth or referred to in the Bylaws of the Association and/or the Declaration of Restrictive Covenants, Conditions Easements and Use Restrictions for the Randolph Crossing Unit 1, recorded in the Official Public Records of Bexar

County, Texas (the "Declaration"), and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full. The Association is organized and will operate for nonprofit purposes and no pecuniary gain or profit to its Members is contemplated.

Supplemental Provisions / Information

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

Effectiveness of Filing

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

OR

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

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

4058 N. College Ave.

Suite 300

FAYETTEVILLE, AR 72703

USA

Organizer

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

FirstService Residential San Antonio, LLC

3424 Paesanos Pkwy, Suite100, Shavano

Park, TX 78231

Execution

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

Jade Neal

Signature of organizer.

FILING OFFICE COPY

EXHIBIT C

Bylaws of Randolph Crossing Homeowners Association Inc.

BYLAWS

OF

RANDOLPH CROSSING HOMEOWNERS ASSOCIATION, INC.

Date: July 26, 2022

ARTICLE I

REGISTERED OFFICE

1.1 Randolph Crossing Homeowners Association, Inc., a Texas Non-Profit Association under Section 22.101 of the TBOC (the "Association"), shall have at all times within the State of Texas a registered office and a registered agent. The initial registered office shall be as set forth in the Certificate of Formation of the Association filed with the Secretary of State of Texas. The Association may have other offices within or outside the State of Texas as may be determined from time to time by its Board.

ARTICLE II

ADOPTION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AS PART OF THE BYLAWS

- 2.1 <u>Adoption by reference.</u> The Declaration of Covenants, Conditions, and Restrictions for Randolph Crossing, Unit 1, a Subdivision to the City of San Antonio, Texas, ("Declaration" and/or from time to time, "Covenants") as recorded in the Bexar County Clerk's records at Doc# 20220178133, on July 20, 2022, and any amendments thereto hereafter made, if any, are hereby adopted and incorporated as part of these Bylaws by reference as though the same were set out herein word for word. These Bylaws shall have retroactive application back to the date that the Association was first created by the Declaration.
- 2.2 <u>Declaration to Control.</u> In the event any provision contained in these Bylaws or any rule or regulation of the Association or any other acts of the Association shall be in conflict with the Declaration, then the Declaration shall control.
- 2.3 <u>General Authority</u>. The Association is charged with the duties and has the powers prescribed by Chapter 22 of the TBOC, et seq., and as set forth in the Declaration and these Bylaws, to perform all such acts as may be necessary or desirable to enforce the provisions of the Declaration, these Bylaws and any rules and regulations duly adopted by the Board of Directors with regard to the Subdivision.

ARTICLE III

DEFINITIONS

All terms capitalized herein but not otherwise defined shall have the meaning ascribed thereto in the Declaration.

3.1 The following words, when used in these Bylaws shall have the following meaning:

- a. "Bylaws" shall mean and refer to this document and all provisions contained or incorporated herein.
- b. "Common Property" or "Common Properties" shall mean all real property, personal property and any improvements thereon and the like, owned, leased or hereafter acquired by the Association. Common Properties are for the exclusive common use, service and enjoyment of the Members.
 - c. "Declarant/Developer" shall mean and refer to San Antonio LD, LLC.
- d. "Lot" or "Lots" shall mean any numbered Lot designated on the Plat of the Subdivision.
- e. "Member" or "member" shall mean and refer to each Owner of a Lot or entities who are members of the Association as provided herein.
- f. "Owner" or "owner" shall mean and refer to each and every person or business entity who or which is a record owner or subsequently becomes a record owner of a fee or undivided fee interest in any Lot.
- g. "Plat" means the map of the plat of Randolph Crossing Unit 1, Bexar County, Texas.
- h. "Association" shall mean and refer to the Randolph Crossing Homeowners Association, Inc.
- i. "**Subdivision**" shall mean and refer to Randolph Crossing Unit 1, an Addition to the City of San Antonio, Texas.
- j. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected in accordance with the provisions of these Bylaws.
- k. "TBOC" shall mean the Texas Business Organizations Code, or such successor statute, as applicable.

ARTICLE IV

PROPERTY SUBJECT TO THESE BYLAWS

4.1 The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Bylaws and the Declaration, shall be the Property consisting of the Subdivision, all as described in the Declaration.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

- 5.1 <u>Membership:</u> Every Owner of a Lot shall automatically be a member of the Association. In the event the Owner of a Lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation. The Members will constitute the Association, which shall be, subject to the rights reserved to the Declarant, responsible for administering and enforcing the covenants, conditions easements and use restrictions contained in the Declaration, including with respect to the collection and disbursement of charges and Assessments as provided therein, and coordinating with other homeowners' associations in the adjacent subdivisions in administering and enforcing such covenants, conditions and restrictions through their respective boards of directors.
- 5.2 <u>Voting Rights:</u> The Association shall have one (1) class of membership for purposes of voting. Owners shall be entitled to one (1) vote for each Lot owned by the Owner. Notwithstanding, the Declarant shall have four (4) votes per Lot owned by the Declarant or an Affiliate Owner until

the expiration of the Development Period (at which time the Declarant shall have one (1) vote per Lot still owned).

- 5.3 <u>Regular Meetings:</u> The Association Members shall annually hold a regular meeting to discuss and vote upon any matters as allowed by these Bylaws, including the election of Directors. The date of the annual meetings will be scheduled subject to the discretion of the Board of Directors but not before at least ten (10), but no more than sixty (60) days' notice is provided to all Members by mailing said notice to all Members at their last known address.
- 5.4 <u>Special Meetings:</u> Special Meetings of the Members may be called by the President, the Board, and/or by ten percent (10%) of the Members by delivering written notice to all Members not less than ten (10) days nor more than sixty (60) days prior to the date of said meeting, stating the date, time, place, and purposes of the special meeting.
- 5.5 <u>Waiver of Notice</u>. Waiver of notice of any meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive notice of any meeting of the Members, whether before or after such meeting. Attendance at a meeting shall be deemed a waiver of notice.
- Quorum: The holders of one-tenth (1/10) of the total number of votes entitled to be cast under these Bylaws and the Declaration, represented in person or by proxy, shall constitute a quorum for any meetings of Members except as otherwise provided in the Certificate of Formation, the Declaration of these Bylaws If, however, such quorum shall not be present or represented at any meeting of the Members, the Members present, or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which may have been transacted at the meeting as originally notified.
- 5.7 <u>Consents:</u> Any action required or permitted by the TBOC or any other applicable law to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members, or holders of the voting rights thereof, having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Members entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.
- 5.8 <u>Ballots</u>. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Votes shall be cast as provided in this section:
- (a) <u>Proxies</u>. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. No proxy shall be valid unless signed by the Member for which it is dated, and delivered to the Secretary of the Association prior to the meeting for which it is to be effective or is physically brought to the meeting. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

{00256081.1}

3

- (b) Absentee Ballots. An absentee ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; and (ii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. Notwithstanding any provision in these Bylaws or the Declaration to the contrary, for any election or vote of Members not taken at a meeting of the Members, the Association shall give notice of such election or vote to all Members entitled to vote on any matter considered within such election or vote, which notice must be given no less than twenty (20) days before the latest date on which a ballot may be submitted to be counted in such election or vote. No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given, dated, and delivered with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include: (A) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (B) instructions for delivery of the completed absentee ballot, including the delivery location; and (C) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail."
- (c) <u>Tabulation of and Access to Ballots</u>. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.
- Membership List. The officer or agent having charge of the books of the Association shall make, at least two (2) business days after the date notice of a meeting is given, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and number of votes held by each, which list, for a period of five (5) days prior to such meeting, shall be kept on file at the principal office of the Association, and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the duration of the meeting. The original Member books shall be prima facie evidence as to which Members are entitled to examine such list or to vote at any such meeting of Members.
- 5.9 <u>Majority Requirement</u>. Any action to be taken by vote of the Members (except for actions not in compliance with the Declaration or these Bylaws) shall pass if approved by more than fifty percent (50%) of the Quorum present at a meeting or by more than fifty percent (50%) of the total Members if voting via ballots. Notwithstanding the foregoing, the voting threshold required under Section 22.164 of the TBOC (or its successor statute) shall be applicable for any "fundamental action" of the Association (as defined therein).

ARTICLE VI

DIRECTORS AND OFFICERS

- 6.1 <u>Initial Board of Directors</u>: The affairs of the Association shall be governed by a Board of Directors. The initial Board of Directors shall be composed of at least three (3), but not more than five (5), appointed representatives of the Developer/Declarant who shall serve until new Lot Owner directors are appointed to replace the initial Directors. These initial Directors need not be Members. The initial Directors as appointed by Developer shall be Stephen Lieux, Jade Neal, Justin Cox, Steven Schrader, and Jase Cullitan.
- 6.2 <u>Number and Election of Directors</u>: There shall be not less than three (3) Directors nor more than five (5), which Directors shall be elected as follows:
 - (a) From the date that the Association is created until the 10th anniversary of the date the Declaration was recorded in the real property records of the county in which the property subject to the Declaration sits, the Declarant has the unilateral right to appoint, remove, fill any vacancies and replace all directors and officers of the Association, as described in the Declaration.
 - (b) Upon the 10th anniversary of the date the Declaration was recorded in the real property records of the county in which the property subject to the Declaration sits, the Members other than Declarant shall elect one-third of the board (or such portion of the Board as may be mandated by the relevant provision of Section 209 of the Texas Property Code, from time to time), and the Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after such initial Member Board election, until turnover has occurred. The Declarant, however, shall continue to have the sole right to appoint and remove two-thirds of the Board from and after such initial member Board election until expiration of the Development Period.
 - (c) Upon termination of the Development Period, or such prior time as Declarant may elect in writing, the Owners shall elect the entirety of the Board. After a Director's term as set out below, elections for new Directors shall be held at the annual meeting of the Members. Notwithstanding any provision in these Bylaws to the contrary, the Declarant's unilateral right to appoint, replace, fill vacancies, and remove Directors under subsection (a) above may be exercised at any special or annual meeting, or without a meeting of the Association, from time to time as the Declarant may elect in its sole discretion.
- 6.3 Term. Except for the initial Directors, Directors shall serve a two (2) year term but may serve longer if so voted. Directors and officers shall serve with no compensation. Any Director may resign by giving written notice to the Board. With the exception of the initial Directors or any other Directors appointed by the Developer/Declarant, a Director may be removed by the Members at a special or annual meeting by vote of the Members. Any Director seat that is resigned or removed shall be filled by the Board for the remainder of that Director's term. A replacement Director shall be elected at the next annual meeting.

6.4 Meetings.

(a) <u>Regular Meetings</u>. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

{00256081.1}

5

- (b) <u>Special Meetings</u>. Special meetings of the Board of Directors may be called by the President upon five (5) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President, Secretary, or in like manner and on like notice on the written request of one (1) or more Directors.
- (c) <u>Electronic Meetings</u>. A Board meeting may be held by electronic or telephonic means, provided that (1) each board member may hear and be heard by every other board member, (2) as to a meeting required to be held as an Open Board Meeting (as identified below), except for portions of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Board members, and Members are allowed to listen using any electronic or telephonic communication method(s) used or expected to be used by a Board members to participate, and (3) the notice of the meeting includes instruction for attendees to access to such telephonic communication method(s).
- (d) <u>Board Action</u>. The act of a majority of the Directors present in person or by proxy at a meeting at which a quorum is present at the time of the act is the act of the Board of the Association, unless the act of a greater number is required by the Certificate of Formation or these Bylaws.
- (e) Action Without Meeting. Any action required or permitted by these Bylaws, the TBOC, or any other applicable law, to be taken at any annual or special meeting of Directors or a committee may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by not less than the minimum number of the Directors or committee members that would be necessary to take such action at a meeting at which all Directors or committee members entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the Directors or a committee without a meeting by less than unanimous written consent shall be given to those Directors or committee members who did not consent in writing to the action.
- (f) <u>Open Board Meetings</u>. Notwithstanding any provision in these Bylaws to the contrary, any meeting in which the Board shall consider or vote on the following actions must a be open to all Members (an "<u>Open Meeting</u>"):
 - (i) adopting or amending the Declaration, these Bylaws, rules and regulations, and other governing documents of the Association;
 - (ii) increasing the amount of regular assessments of the association or adopting or increasing a special assessment;
 - (iii) electing non-developer board members of the association or establishing a process by which those members are elected; and/or

6

(iv) changing the voting rights of members of the association;

provided, however, that the terms of this subsection shall not be deemed to prohibit the Board from taking actions 1 through 4 above upon such actions being duly authorized by a written consent of the Board executed in accordance with the terms of subsection (e) above; and provided further, however, that the Board shall have the right to adjourn an Open Meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board, provided, however, that following an executive session, any decision made in the

executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual Members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

- 6.5 <u>Election of Officers:</u> The Board shall appoint a President (or up to five (5) Co-Presidents) and a Secretary to perform the functions of such offices as set forth herein (which shall not be the same person), and shall be entitled to appoint such other officers as the Board shall elect from time to time. The Board and/or the President may also delegate all necessary authority to a manager or management company to perform all or any part of the duties and responsibilities of the Association officers.
- 6.6 <u>Duties of President</u>: The President shall serve as a point of contact for the Members regarding all POA matters and shall preside over meetings, as needed. The President shall also carry out all other duties as may be prescribed by the Board. Otherwise, the President may not take any action without the express approval of the Board. The Association, Members and third parties can rely on the authority of any co-president. Each and every Co-President, if appointed, shall be entitled to perform the functions of the President severally, and the Association, the Members, and third-parties shall be entitled to rely on the act on one Co-President as if such Co-President were the sole President of the Association.
- 6.7 <u>Duties of Secretary:</u> The Secretary of the Association shall keep the minutes of the meetings of the members and the Membership and shall keep and make all other records and reports, except for accounting purposes, necessary and proper to the operation of the Association.
- 6.8 <u>Duties of Treasurer:</u> The Treasurer of the Association shall keep the books of account of the Association, maintain deposit accounts for the funds of the Association which shall be subject to withdrawal upon the signature of the Treasurer and whose signatures shall be duly certified to the depositories of the Association, and be responsible for the proper reporting to any governmental agency and the membership of the Association for funds received and paid out, including the responsibility to submit a financial report to the members at each regular member's meeting and to the membership at the annual meeting of the membership.
- 6.9 <u>Duties of Directors</u>: The business and property of the Association shall be managed by the Board of Directors and shall include, but not be limited to: keeping Association records; prepare budgets; fix, collect and enforce assessments; maintain and manage all Common Properties; pay applicable taxes. All decisions and actions of the Board shall be made by majority vote.
- 6.10 Quorum: At all meetings of the Board of Directors, a majority of the Directors in office shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Directors present by proxy may not be counted toward a quorum. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 6.11 <u>Powers of Directors</u>: The Board shall have the powers necessary for the administration of the affairs of the Association and may do all such acts and things, except for those acts or

things which are exclusively reserved to the Members, to carry out said administration and to fulfill the obligations of the Association pursuant to the Declaration. These powers shall include, but not be limited to: adopting rules and regulations consistent with the Declaration for the management of the Subdivision; levy, collect and enforce assessments as provided for in the Declaration; sue Owners and others to collect delinquent assessments or cure violations of the covenants and restrictions set forth in the Declaration or other rules or regulations; borrow money and conduct banking transactions for the benefit of the Common Properties and the Subdivision; employ managing agents, accountants, and attorneys as needed.

- 6.12 <u>Execution of Documents:</u> The Board shall have the power to designate the agents who shall have the authority to execute any instrument on behalf of the Association.
- 6.13 <u>Committees</u>. The Association has created an Architectural Control Committee, subject to the terms of and as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VII

PLAN FOR MAINTENANCE OF COMMON PROPERTIES

At such time as the Common Properties are conveyed or dedicated by the Developer/Declarant to the Association, the cost, maintenance, capital improvements, operation, taxes and other expenses incident to the Common Property, including all actions necessary to maintain compliance with local, state and federal codes and ordinances with respect to the Common Property, shall be the obligation of the Association and shall be paid from assessments against each Lot as herein provided and as stated within the Declaration. All other Common Properties designated by the Association shall also be maintained at the expense of the Association.

ARTICLE VIII

PROPERTY RIGHTS OF THE COMMON PROPERTIES

- 8.1 <u>Members' Easement for Enjoyment:</u> Subject to the provision of this article and related provisions set forth elsewhere herein or within the Declaration, every Member shall have a right of enjoyment in and to the Common Properties and the areas, subject to the rules and regulations governing such use by the Declarations or as promulgated, from time to time, by the Association. Such right and easement shall be appurtenant to and shall pass with the conveyance of title to every Lot.
- 8.2 <u>Extent of Member's Right of Enjoyment:</u> The rights of easements of enjoyment created hereby shall be subject to the following:
 - a. The right of the Association to borrow money for the purpose of acquiring, constructing, improving, and maintaining the Common Properties and in aid thereof to mortgage said properties or execute a deed of trust or other instrument covering said properties. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge service or use charges, admission and other fees as a condition to continued enjoyment by the Members, and other fees as a condition to continued enjoyment by the Members, and if necessary to have other relief as permitted by law; and

- b. The right of the Association to pass and enforce rules and regulations related to use, control, and maintenance of the Common Properties and the areas situated thereon.
- c. All restrictions, conditions and limitations on use as set forth in the Declaration.

ARTICLE IX

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

- 9.1 <u>Liens</u>. Each Owner of any Lot, by the acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association the following assessments (the "Assessments"):
 - (i) A one-time Initial Assessment upon receiving a deed for a Lot to supplement Regular Assessments for maintenance, taxes and insurance on Common Properties and other Association expenses.
 - (ii) Regular assessments or charges for maintenance, taxes and insurance on Common Properties as herein set forth and as established by the Association;
 - (iii) Special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided;
 - (iv) Special individual assessments which might be levied against individual Lot Owners to reimburse the Association for extra costsfor maintenance and repairs caused by the willful or negligent acts of the individual Owner, his family, guests, or invitees and not caused by ordinary wear and tear; and
 - (v) Individual assessments and fines levied against individual Lot Owners for violation of rules and regulations pertaining to the Association and/or Common Properties.

The Assessments, together with interest, costs and reasonable attorney's fees required to collect the same, if any, shall be a continuing lien with a power of sale against the Lot owned by the party failing to make the payment as due. Assessments shall be made pursuant to the Declaration.

- 9.2 <u>Purpose</u>. The assessments levied by the Board on behalf of the Association shall be used to enhance the natural environment, appearance and beauty of the Subdivision, promote the health, recreation, safety, and general welfare of the residents, to maintain, repair and improve the Common Properties. The assessments shall also serve any specific purposes set forth in the Declaration.
- 9.3 <u>Deposit of Assessments</u>. All sums from assessments or related payments shall be collected and held by the Association and shall be used for the purposes set forth in these Covenants and the Bylaws of the Association.
- 9.4 <u>Initial Assessment</u>. Upon the conveyance and/or closing of any Lot (and for all closings or conveyances of the same Lot thereafter), the new Owner shall pay a one-time Initial Assessment in the amount set forth in the Declaration. This Initial Assessment shall be collected at closing by the closing company/agent or shall be paid by the new Owner upon conveyance and/or closing, without additional notice required from the Association. The Board may waive or

{00256081.1}

9

suspend this requirement but such a decision shall not affect the applicability and validity of future Initial Assessments.

- 9.5 Regular Assessments. The annual assessment per Lot shall be \$300.00 for the year 2022. Thereafter, the assessment rate shall be set by a vote of the Board of Directors of the Association. The Board shall give notice to all Members at least thirty (30) days in advance of the date all regular or special assessments are due. All regular assessments shall be collected in advance and shall be due on or before January 1 for the year it is due or whatever other date as amended by the Board. The Board of Directors may not increase the annual assessments by more than twenty-five percent (25%) over the previous year's assessment without the approval of a majority of the Lot Owners to raise their assessments.
- 9.6 <u>Special Assessments</u>. In addition to the regular assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvements or easements within the Subdivision. The decision to make the special assessment and the amount of the special assessment shall be made in accordance with the Bylaws of the Association.
- 9.7 Effect of Nonpayment. If any assessment or fine or any part thereof is not paid on the dates when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with any late charge and interest thereon at the maximum rate allowed under applicable law, and costs of collection thereof, thereupon becoming a continuing debt secured by a self-executing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Board shall have the right to reject partial payments of an unpaid assessment and demand the full payment thereof. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Properties or abandonment of the Lot or House.
- 9.8 <u>Collection</u>. The Board shall send out notice to all Members as provided above making demand for assessments. No set-off shall be allowed to any Lot Owner for repairs or improvements, or for services contracted for by any Lot Owner without the express written authorization of the Board. The Board shall be entitled to collect from the Lot Owner all legal costs, including a reasonable attorney's fee incurred by the Association in connection with or incidental to the collection of such assessment, or in connection with the enforcement of the lien resulting therefrom. The lien of the assessments shall be subordinate to the lien of any bona fide first mortgage upon a Lot.

ARTICLE X

INDEMNIFICATION

10.1 <u>General</u>: The Association shall indemnify every Director, Officer, and committee member of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the TBOC and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves

intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

10.2 Interested Directors and Officers.

- (a) If paragraph (b) below is satisfied, no contract or transaction between the Association and any of its Directors or officers (or any other corporation, partnership, association or other organization in which any of them directly or indirectly have a financial interest) shall be void or voidable solely because of this relationship or because of the presence or participation of such Director or officer at the meeting of the Board of Directors or committee thereof which authorizes such contract or transaction, or solely because such person's votes are counted for such purpose.
- (b) The contract or transaction referred to in paragraph (a) above will not be void or voidable if:
 - (i) The contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors, or the Members; or
 - (ii) The material facts as to the relationship or interest of each such Director or Officer as to the contract or transaction are known or disclosed: (A) to the Members entitled to vote thereon and they nevertheless in good faith authorize or ratify the contract or transaction by a majority of the members present, each such interested person to be counted for quorum and voting purposes; or (B) to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee nevertheless in good faith authorized or ratifies the contract or transaction by a majority of the disinterested Directors present, each such interested Director to be counted in determining whether a quorum is present but not in calculating the majority necessary to carry the vote.
- (c) The provisions contained in paragraphs (a) and (b) above may not be construed to invalidate a contract or transaction which would be valid in the absence of such provisions.

ARTICLE XI

AMENDMENTS

11.1 These Bylaws may be amended, modified or supplemented at any time by the Declarant prior to the expiration of the Development Period. After the Development Period, these Bylaws may be amended, modified or supplemented upon the approval of the Board. Any and all of the provisions contained in these Bylaws may be changed or amended by an instrument in writing, drafted so as to be recorded with the County Clerk of the County, and signed by the Secretary of the Association, subject to the provisions of the Declaration.

ARTICLE XII

MISCELLANEOUS

- 12.1 <u>Governing Laws</u>: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.
- 12.2 <u>Severability</u>: Notwithstanding anything contained herein to the contrary, should all or part of any Article or Section of these Bylaws be in conflict with the provisions of the TBOC or any other Texas law, such TBOC provision or law shall control, and should any part of these Bylaws be invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall be valid and operative. Invalidation of any of these covenants and Bylaws by judgment or court order shall in no wise effect any of the other provisions herein contained.
- 12.3 <u>Conflict of Provisions:</u> Where any provision herein is in conflict with any resolution or regulation of the Association, the provisions herein shall control.
- 12.4 <u>Notice by Mail and Waiver of Notice</u>: Unless otherwise expressly provided herein, notice shall be effective when mailed postage prepaid, first class mail, to the person entitled to notice at the last known address of such person reflected by the records of the Association. Any notice required may be waived by waiver signed by the person entitled to notice or by the attendance of the person who is entitled to notice at any meeting where notice is required.
- 12.5 <u>Notice by Personal Service</u>: Notice may be given to any person entitled to same by delivery of a copy of such notice by an officer or director of the Association (or agent thereof) to the person entitled to notice, with the officer or director delivering such notice to certify on a copy thereof. Said copy shall be maintained in the records of the Association.
- 12.6 <u>Person Entitled to Notice</u>: The person entitled to notice shall be the person indicated by the books and records of the Association to be the person entitled to the voting rights for each of the said Lots and proper notice to such person shall be deemed to be the prior notice to all other Owners of any interest in a Lot. Notice of all meetings shall be given no more than forty-five (45) days and no fewer than fifteen (15) days in advance of said meeting.
- 12.7 <u>Contracts:</u> The Board of Directors may collectively execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.
- 12.8 <u>Checks, Drafts, Etc.</u>: All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be by the Directors, and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- 12.9 <u>Deposits:</u> All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depository institutions as the Board of Directors may select.
- 12.10 <u>Injunction</u>: The violation of any rule or regulation, or the breach of any Bylaw or any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration or herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such violation or breach.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Bylaws of Randolph Crossing Unit 1, adopted to the Board of Director(s) of the Randolph Crossing Homeowners Association, Inc., on the day of Hugust 2022.
Jade Neal, Acting Secretary
<u>ACKNOWLEDGMENT</u>
STATE OF ARKANSAS)) §§
COUNTY OF WASHINGTON)
On this 24th day of August 2022, before me, a Notary Public, dul commissioned, qualified and acting within the State and County aforesaid, appeared in person the within named Jade Neal, to me personally known, who stated that he/she is the Acting Secretary of the Randolph Crossing Homeowners Association, Inc., and was duly authorized in that capacity the execute the foregoing instrument for and in the name and behalf of said association, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.
Notary Public
The same of the sa
1-27-30 Narran N
Washing Washing
Washing

EXHIBIT D

Records Production and Copying Policy for Randolph Crossing Homeowners Association Inc.

RANDOLPH CROSSING

RECORDS PRODUCTION AND COPYING POLICY

The Randolph Crossing Homeowners Association, Inc. (the "<u>Association</u>") adopts this Records Production and Copying Policy (the "<u>Policy</u>"), to be effective as of the date of its recordation.

RECITALS:

- **A.** The Association is charged with administering and enforcing that certain Declaration of Restrictive Covenants, Conditions, Easements and Use Restrictions for Randolph Crossing, Unit 1 (the "Declaration") recorded at Doc# 20220178133 of the Official Public Records of Bexar County, Texas (the "County").
- **B.** The Declaration provides for the production of a records production and copying policy in order to comply with Chapter 209.005 of the Texas Property Code, which regulates owner access to Association documents and records ("Records").
- C. The Board of Directors of the Association (the "Board") desires to establish a policy for records production consistent with Section 209.005 of the Texas Property Code and to provide clear and definitive guidance to property owners within the Homewood Homeowners Association, Inc., and bound by the Declaration. ("Owners").

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

- 1. Association Records shall be available to every Owner in compliance with the Texas Property Code and the Texas Business Organization Code. An Owner may also provide access to Records to any other person (such as an attorney, CPA or agent) that the Owner designates in writing as their proxy for this purpose (the "Proxy"). To ensure a written proxy is validly executed by an Owner, the Owner must have the instrument notarized.
- 2. An owner or their Proxy must submit a written request for access to or copies of Records. The request must:
- (a) Be sent by certified mail to the Association's address as reflected in the Declaration.
 - (b) Contain sufficient detail to identify the specific Records being requested; and
- (c) Indicate that either: (i) the owner would like to inspect the Records before obtaining copies; or (ii) that the specified Records should be copied and forwarded without inspection. If forwarded, the letter must indicate the format, delivery method, and return address. Listed below are the options for delivery method and format.
 - i. Format Options:
 - A. Electronic files
 - B. Compact disk or flash drive
 - C. Paper copies

- ii. Delivery methods:
 - A. Email
 - B. Certified mail; or
 - C. Pick-up.
- 3. Within ten (10) business days of receipt of the validly executed request as specified in Section 2 herein, the Association shall provide:
- a. The requested Records, if copies were requested and any required advance payment had been made; or
- b. A written notice that the Records are available and an offer of dates and times when Records may be inspected by the Owner during normal business hours at the office of the Association; or
- c. A written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made, stating the cost thereof.
- d. A written notice that a request for delivery does not contain sufficient information to clearly identify or specify the Records requested, the format desired, tor the delivery method and address; or
- e. A written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost of production of the Records by the Owner, stating the cost thereof.
- 4. The following Association Records are not available for inspection by Owners or their designated proxies:
 - a. The financial records associated with an individual Owner
 - b. Deed restriction violation details for an individual Owner
- c. Personal information, including contact information other than an address for an individual owner
 - d. Attorney files and records in the possession of the attorney
- e. Information that qualifies for the attorney-client privilege or attorney work product in the possession of the Association
- 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the Owner will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the owner or their Proxy agrees to pay the cost of producing such copies.

- 6. If an owner or Proxy inspecting Records requests copies of particular or specific Records during inspection, the Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
- 7. The Owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor and overhead. To determine the costs associated with each request, the Association will use the Office of the Attorney General Cost of Copies of Public Information Charges, found in Chapter 70 of the Texas Administrative Code.
- 8. Any cost associated with a Records request must be paid in advance of delivery by the owner or their Proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy. If actual costs exceed the estimated costs, the Owner shall be billed for the surplus. Any final invoice for costs authorized under this Policy that remains unpaid 30 days after the invoice is sent to the Owner or their Proxy shall be levied as an assessment against the Owner's property according to the same terms governing assessments in the Declaration.
- 9. On a case by case basis where an owner request for Records is deemed to be minimal, the Association reserves the right to waive notice under Section 2 and/or fees under Section 4 herein.

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

"I, the undersigned, being an officer of Homewood Homeowners Association, Inc., hereby certify that the foregoing Resolution was duly adopted by the Association Board of Directors."

RANDOLPH CROSSING HOMEOWNERS ASSOCIATION, INC.

a Texas nonprofit corporation

Bv:

Jade Neal President

Doc# 20220266802 11/14/2022 09:21 AM Page 29 of 33 Lucy Adame-Clark, Bexar County Clerk

§

STATE OF ARKANSAS §

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 2 day of Symum, 2022 by Jade Neal, the President of RANDOLPH CROSSING HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public - State of Arkansas

EXHIBIT E

Management Certificate for Randolph Crossing Homeowners Association Inc.

MANAGEMENT CERTIFICATE FOR RANDOLPH CROSSING HOMEOWNERS ASSOCIATION, INC.

To comply with Section 209.004 of the Texas Property Code, Randolph Crossing Homeowners Association, Inc. files this Management Certificate for Randolph Crossing Unit 1 and certifies the following:

- 1. Name of the Subdivision: Randolph Crossing Unit 1
- 2. Name of the Association: Randolph Crossing Homeowners Association, Inc.
- 3. Recording Data for the Subdivision: Vol 20002 Page 2049-2052 of the Official Plat Records of Bexar County, Texas.
- 4. Recording Data for the Declaration: Doc# 20220178133 of the Official Property Records of Bexar County, Texas.
- 5. Name and Mailing Address of the Association:

Randolph Crossing Homeowners Association, Inc. 3424 Paesanos Pkwy, Ste. 100 Shavano Park, Tx 78231-4412

6. Name and Mailing Address of the Association's Designated Representative:

FirstService Residential San Antonio, LLC

3424 Paesanos Pkwy, Ste. 100 Shavano Park, Tx 78231-4412

7. Other Information the Association Considers Appropriate: Prospective purchasers are advised to independently examine the Declaration, Bylaws, Design Guidelines, and all other dedicatory instruments of the Association prior to purchasing a home in the Subdivision.

Randolph Crossing Homeowners Association Inc.

By: Jade Weal
Name: Jade Neal
Title: President

Date: <u>August</u> 242022

STATE OF ARKANSAS	
	§
COUNTY OF WASHINGTON	§

This instrument was acknowledged before me on the 24 day of Ausust, 2022 by Jade Neal, President of Randolph Crossing Homeowners Association, Inc..

Wenting to the policy of the p

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20220266802

Recorded Date: November 14, 2022

Recorded Time: 9:21 AM

Total Pages: 33

Total Fees: \$150.00

** THIS PAGE IS PART OF THE DOCUMENT **

** Do Not Remove **

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/14/2022 9:21 AM

Lucy Adame-Clark

Lucy Adame-Clark Bexar County Clerk