

5/10/18



201806030160 08/02/2018 03:21:58 PM 1/5

River Crossing Property Owners Association
Recreational Facility Policy
Approved: July 19, 2018

Goal:

This document defines the rules that shall govern the use of the recreational areas and facilities, including personal conduct of the Members, family members, and their guests. Additionally, it will serve to establish penalties for infractions of such rules.

General Rules:

1. Only members in good standing will be allowed use of the recreational areas. A member in good standing is one whose Property Owners Association dues are current and who complies with this policy. A member not in good standing will have their River Park gate code disabled, per the Association's Bylaws.
2. Members will be held responsible for all actions of themselves, family members and guests. The cost of any expense incurred by the Association, due to negligence or irresponsible behavior, will be the responsibility of the member.
3. River Park gate codes are not to be shared with non-residents.
4. Follow all posted signs and rules.
5. Safety is of primary concern to the Association and its members. All persons using the recreational facilities do so at their own risk and agree to abide by the rules for use of such areas. The Association assumes no responsibility for accident or injury in connection with use or for any loss or damage to personal property. Members are encouraged to leave valuables at home.
6. Members, family members and/or their guests may be asked to leave the recreational facilities if the rules are not being adhered to or when safety is threatened. If necessary, the Comal County Sheriff's Office (CCSO) should be contacted and the board of directors notified of the incident.
7. Trash must be placed in provided containers or carried out of the area. Association trash receptacles and dumpsters are NOT to be used for disposal of any sort from a private residence.
8. Electricity and water usage from the Pavilion and the restrooms may be used in conjunction with use of those facilities, exceptions:
 - a. Use of water from restroom hoses or hose bibs at the River Park or Sports Park for portable water slides or pools is prohibited.
 - b. Use of the hose bibs at the River Park or Sports Park is restricted to Association sponsored events.
9. Fireworks, sparklers or explosive devices are not permitted in the recreational areas.
10. Lewd behavior and abusive or foul language is not permitted in any recreational area.
11. Excessively loud music is not permitted at any time in the recreational areas.
12. Appropriate attire shall be worn at all times.
13. No commercial activity is allowed at any time.

Actions for disturbances, improper behavior, or vandalism:

The Board of Directors has the authority to suspend recreational facility privileges, for up to 30 days, after notice and a hearing, for failing to obey the rules.

1. When a complaint has been received by a member of the Board of Directors or the management company for disruptive activity within the River Park, the following will be done:
 - a. Information received should include date, time, description of vehicle(s) and individuals involved.
 - b. Security camera footage for that time period will be retrieved. The camera footage will include both vehicles and individuals.
 - c. The management company will be asked to provide the gate access log.
 - d. Camera footage will be matched to the gate access log to identify the property owner gate code that was being used.
 - e. If a gate code can be identified and matched to a vehicle, the property owner will be contacted and informed of the disturbance(s) or improper behavior. They will be informed that their recreational privileges, access to the River Park, may be suspended for a period not to exceed 30 days. If they disavow knowledge of the incident their gate code will be removed immediately.
 - f. If there are any damages associated the property owner will be held responsible.
 - g. When a property owner cannot be identified, the gate code will be removed.
2. When a complaint has been received by a member of the Board of Directors or the management company for disruptive behavior or actions not permitted in the Sports Park the following will be done:
 - a. Information received should include date, time, description of individual(s) and vehicle(s).
 - b. Security camera footage will be retrieved to include individuals and vehicles.
 - c. If the individual(s) can be clearly seen, photographs of the individual(s) and/or vehicle(s) will be circulated with the assistance of the Neighborhood Watch Coordinator. Respondents will be asked to privately contact the NWC or a board member to discuss the actions of their family member.
 - d. Property owners will be held responsible for any related damages.
3. If there has been damage done at either park, including to the River Park gate, the Comal County Sheriff's Department will be notified and a report made. Every effort will be made to identify the person(s) responsible.

SPORTS PARK RULES

General Information

1. The Sports Park is open between 8:00 AM and 10:00 PM.

2. All pets must be kept under the owner's direct control with the use of a leash or tether and shall not be left unattended or constitute a nuisance. Noisy, vicious, or dangerous animals are not permitted.
3. Members and their guests are to conduct themselves in a manner that will maintain a safe environment for themselves and others. The following items/actions will NOT be tolerated on the Tennis or Basketball courts:
 - a. Bicycles, scooters, ATV's, or any such device on the courts;
 - b. Pets of any kind (with the exception of licensed service animals);
 - c. Glass containers or bottles;
4. Court usage hours for the Basketball and Tennis courts are same as the park hours.
5. Members will ensure the court lights are turned off when they leave.

Reservations

The Sports Courts cannot be reserved for private use.

RIVER PARK RULES

General Information

1. Park access is available from 8:00 AM until DARK. The gate key pads are disabled at 9:30 PM preventing the use of the key pad for entering or exiting.
1. All pets must be kept under the owner's direct control with the use of a leash or tether and shall not be left unattended or constitute a nuisance. Noisy, vicious, or dangerous animals are not permitted.
2. No glass containers are allowed in the River Park.
3. Swimming
 - a. All swimming is at your own risk
 - b. No rope swings are to be attached to any tree or structure.
4. Hunting by any method is not permitted in the River Park.
5. Trash removal is the responsibility of each person using the park. Deposit trash in the trash containers or take it with you when you leave. Leave no trace of your visit.

Note: UNDER NO CIRCUMSTANCE ARE RIVER OUTFITTERS ALLOWED ACCESS TO THE RIVER PARK

PAVILION RULES

General Information

1. It shall be the policy of the River Crossing Board of Directors (BOD) that Property Owners may reserve the pavilion for the use of the owner and their guests.
2. USE OF THE PAVILION FOR ANY COMMERCIAL ACTIVITY IS PROHIBITED.

3. The Board specifically retains the right to modify or cancel this policy as conditions warrant.

Restrictions

1. The pavilion is not available for reservation on Memorial Day weekend, July 4th and the nearest weekend, or Labor Day weekend.
2. There will be no grilling or open flames under the Pavilion.

Reservations

1. In accordance with the restrictions described above, the park pavilion may be reserved for a given date for a \$100 security deposit. Requests may be submitted as described on the River Crossing POA website (www.rivercrossingpoa.com) under, River Park and Sports Park
2. Property Owners reserving the Pavilion are responsible for the cleanup and remove of all trash and debris associated with their gathering and dispose of it in the garbage cans provided.

PICNIC AREA(s) RULES

General information

1. Fires may only be constructed in provided, built-in grills. Alternatively, it is allowed to bring a portable grill for such activity. Portable grills are NOT permitted on picnic tables. Under no circumstances will fires be permitted outside such a device (no loose fires, digging of fire pits, building fires on concrete or other infrastructure, etc.).

Reservations

1. Picnic areas can be reserved for private parties at the River Park or the Sports Park.
2. In accordance with the restrictions described above, the picnic areas may be reserved for a given date for a \$100 security deposit. Requests may be submitted as described on the River Crossing POA website (www.rivercrossingpoa.com) under, River Park and Sports Park.

CERTIFICATE OF SECRETARY

I hereby certify that, as Secretary of the River Crossing Property Owners Association, the foregoing Recreational Facility Policy for River Crossing was approved on the 19th day of July, 2018, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 20 day of August, 2018.

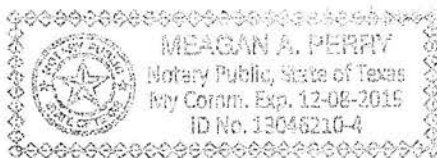
By: Millie Young
Secretary

THE STATE OF TEXAS

§
§
§

COUNTY OF COMAL

BEFORE ME, the undersigned notary public, on this 20 day of August, 2018 personally appeared Millie Young, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/02/2018 03:21:58 PM
LAURA 5 Page(s)
201806030160



Bobbie Koepp

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY**



201206005306 02/13/2012 01:50:55 PM 1/2

STATE OF TEXAS §
 §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.005(m), Texas Property Code, River Crossing Property Owners Association, Inc., acting through its Board of Directors, has adopted the following records retention policy, to-wit:

- (1) the certificate of formation (formerly known as the articles of incorporation), bylaws, restrictive covenants, and all amendments to the certificate of formation, bylaws, and covenants shall be retained permanently;
 - (2) financial books and records shall be retained for seven (7) years;
 - (3) account records of current owners shall be retained for seven (7) years;
 - (4) contracts with a term of one year or more shall be retained for seven (7) years after the expiration of the contract term;
 - (5) minutes of meetings of the owners and the board shall be retained for seven (7) years;
- and
- (6) tax records and audit records shall be retained for seven (7) years.

By their signatures below, the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 30 day of January, 2012.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC.

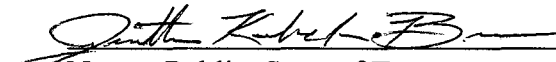
By: Belle Guice
Belle Guice, Its President

ATTEST:

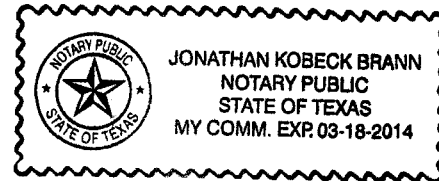
By: Chris Slowey
Chris Slowey, Its Secretary

STATE OF TEXAS §
§
COUNTY OF COMAL §

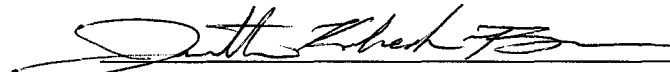
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Belle Guice, President, River Crossing Property Owners Association, Inc., on the date of execution set forth above.

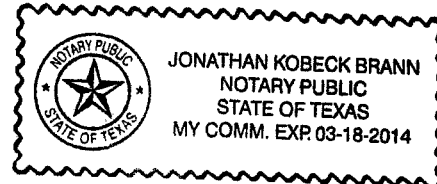

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COMAL §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Chris Slowey, Secretary, River Crossing Property Owners Association, Inc., on the date of execution set forth above.


Notary Public, State of Texas



✓ **AFTER RECORDING RETURN TO:**
River Crossing Property Owners Association, Inc.
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
02/13/2012 01:50:55 PM
CASHTHREE
201206005306





4/m

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC.
REGARDING RECORDS PRODUCTION AND COPYING POLICY**



201206005305 02/13/2012 01:50:54 PM 1/4

STATE OF TEXAS §
 §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to Section 209.005(i), Texas Property Code, RIVER CROSSING PROPERTY OWNERS ASSOCIATION, Inc., acting through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, to-wit:

(a) COPY CHARGE.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette – \$1.00;
- (B) Magnetic tape – actual cost;
- (C) Data cartridge – actual cost;
- (D) Tape cartridge – actual cost;
- (E) Rewritable CD (CD-RW) – \$1.00;
- (F) Non-writable CD (CD-R) – \$1.00;
- (G) Digital video disc (DVD) – \$3.00;
- (H) JAZ drive – actual cost;
- (I) Other electronic media – actual cost;
- (J) VHS video cassette – \$2.50;
- (K) Audio cassette – \$1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper) - \$.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic – actual cost.

(b) LABOR CHARGE FOR LOCATING, COMPILING, MANIPULATING DATA, AND REPRODUCING INFORMATION.

(1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for request of 50 or fewer pages, unless the request the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) OVERHEAD CHARGE.

(1) Whenever any labor charge is applicable to a request, the Association may include in the charge direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for request for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(d) REMOTE DOCUMENT RETRIEVAL CHARGE.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) MISCELLANEOUS SUPPLIES.

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the request information, may be added to the total charge for information.

(f) POSTAL AND SHIPPING CHARGES.

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

By their signatures below, the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 30 day of January, 2017.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC.

By: Belle Guice
Belle Guice, Its President

ATTEST:

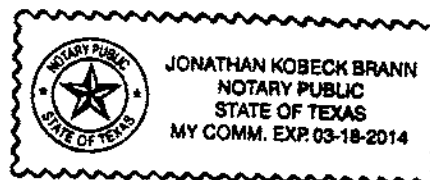
By: Chris Slowey
Chris Slowey, Its Secretary

STATE OF TEXAS §
 §
COUNTY OF COMAL §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Belle Guice, President, River Crossing Property Owners Association, Inc., on the date of execution set forth above.

Jonathan Kobeck Brann
Notary Public, State of Texas

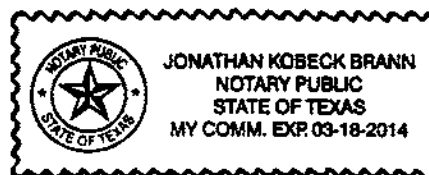
STATE OF TEXAS §
 §
COUNTY OF COMAL §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Chris Slowey, Secretary, River Crossing Property Owners Association, Inc., on the date of execution set forth above.

Jonathan Kobeck Brann
Notary Public, State of Texas

✓ **AFTER RECORDING RETURN TO:**
River Crossing Property Owners Association, Inc.
1600 NE Loop 410, Suite 202
San Antonio, Texas 78209





This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
02/13/2012 01:50:54 PM
CASHTHREE
201206005305



Joy Streater

③ j/m



201206005304 02/13/2012 01:50:53 PM 1/2

**RESOLUTION OF THE BOARD OF DIRECTORS
OF RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC
REGARDING PAYMENT PLAN GUIDELINES**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL §

Pursuant to Section 209.0062, Texas Property Code, River Crossing Property Owners Association, Inc., acting through its Board of Directors, has adopted the following reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments for delinquent regular or special assessments or other amounts owed to the Association, to-wit:

1. All payment plans must be in writing, signed by one or more owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan an owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue; **In the event an Owner chooses to enter a Payment Plan, a charge of \$20.00 dollars per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan and such additional administrative costs will continue until the entire balance is paid in full.**
4. Any qualified owner who owes a delinquent balance of \$300 or less shall be allowed, without deliberation by the Board, to pay that balance in three equal consecutive monthly installments, with the first payment due within the first thirty day period following approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$300 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent of the balance during the first thirty day period following the approval of the payment plan, with the remaining delinquent balance to be paid in six equal consecutive monthly installments;
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with the whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and,
7. If an owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By their signatures below the President and Secretary of the Association certify that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 30 day of January, 2012.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION, INC.

By: Belle Guice
Belle Guice, Its President

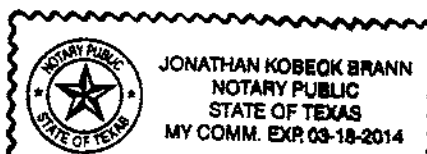
ATTEST
By: Chris Slowey
Chris Slowey, Its Secretary

STATE OF TEXAS §
§
COUNTY OF COMAL §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Belle Guice, President, River Crossing Property Owners Association, Inc., on the date of execution set forth above.

Jonathan Kobeck Brann
Notary Public, State of Texas

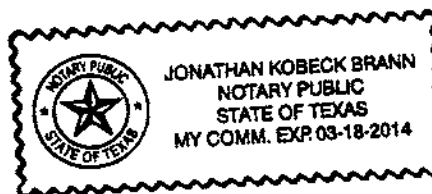
STATE OF TEXAS §
§
COUNTY OF COMAL §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Chris Slowey, Secretary, River Crossing Property Owners Association, Inc., on the date of execution set forth above.

Jonathan Kobeck Brann
Notary Public, State of Texas

↙ AFTER RECORDING RETURN TO:
River Crossing Property Owners Association, Inc.
1600 NE Loop 410, Suite 202
San Antonio, TX 78209



Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
02/13/2012 01:50:53 PM
CRSHTHREE
201206005304



Joy Streater

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
 COUNTY OF COMAL §

The undersigned, being the authorized representative of River Crossing Property Owners Association (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Filing of Dedicatory Instrument of River Crossing Property Owners Association, Inc.", "Supplemental Notice of Dedicatory Instruments for River Crossing Property Owners Association" and "Supplemental Notice of Dedicatory Instruments for River Crossing Property Owners Association" recorded in the Official Public Records of Real Property of Comal County, Texas under Clerk's File Nos. 201606018180, 202006032011 and 202106010922 (the "Notice") were filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.

- **209 Hearing Policy for River Crossing Property Owners Association**
- **Security Measures Policy for River Crossing Property Owners Association.**
- **Bid Solicitation Policy for River Crossing Property Owners Association.**
- **Display of Religious Items Policy for River Crossing Property Owners Association.**
- **Swimming Pool Enclosures Policy for River Crossing Property Owners Association.**
- **Rules and Regulations Relating to the Operation of Certain Types of Vehicles on Private Streets and Sidewalks in River Crossing.**
- **Construction Plan Guidelines for the Non-Gated Communities in River Crossing.**

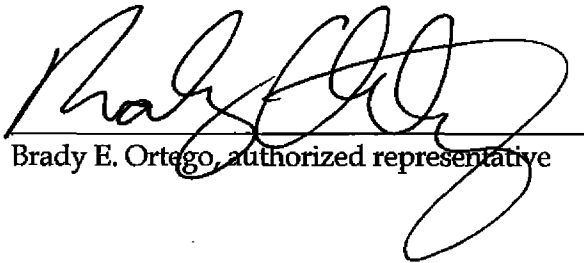
True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Comal County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 26th day of January, 2022.

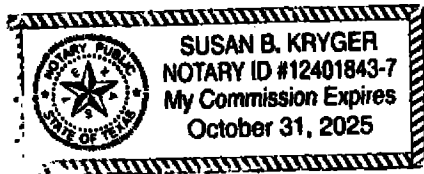
RIVER CROSSING PROPERTY
OWNERS ASSOCIATION

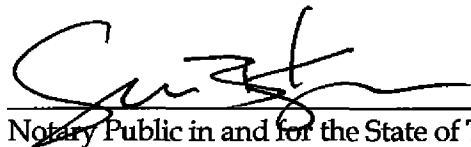
By:


Brady E. Ortego, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of January, 2022, personally appeared Brady E. Ortego, authorized representative of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

209 HEARING POLICY
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS

§

§

COUNTY OF COMAL

§

I, Trent H. DeLeon, Secretary of River Crossing Property Owners Association (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 12th day of November 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The property encumbered by this 209 Hearing Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article V, Section 5.4 of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

3. Section 209.007 of the Texas Property Code (“Code”) sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association’s Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I.

Definitions

- A. “ARC” means the Association’s architectural review authority, as defined by Section 209.00505 of the Code.
- B. “ARC Notice” means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. “Board Hearing” means any hearing before the Board pursuant to this Policy.
- D. “Code” means the Texas Property Code.
- E. “Dedicatory Instrument” has the meaning as defined by Section 209.002(4) of the Code.
- F. “Hearing Notice” means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. “Hearing Packet” means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II. Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).

- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.
- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
 - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

IV.
Additional Rules Applicable to Other Hearings

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
- a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Areas;
 - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

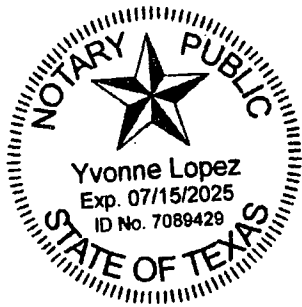
TO CERTIFY which witness my hand this the 7 day of January, 2021.²

RIVER CROSSING PROPERTY OWNERS
ASSOCIATION

By: [Signature]
Printed: Trent Hildbrand
Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 7 day of January, 2021², personally appeared Trent Hildbrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

BID SOLICITATION POLICY
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS

§
§

COUNTY OF COMAL

§

I, Trent Hildner, Secretary of River Crossing Property Owners Association (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 18th day of November, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 209.0052(c) of the Texas Property Code (the "**Code**") was added to provide

Bid Solicitation Policy for River Crossing Property Owners Association

Page 1 of 4

an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.

3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).

4. This Bid Solicitation Policy ("**Policy**") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the River Crossing community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "**Contractors**") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "**Solicitation**").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement

to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. Evaluation. The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this the 7 day of January, 2021.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION

By: _____

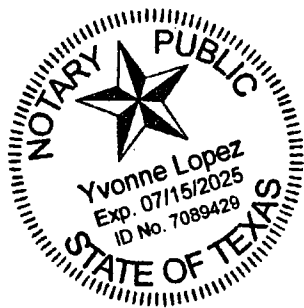
Printed: Trent Hilderbrand

Its: Secretary

THE STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 7 day of January, 2021, personally appeared Trent Hilderbrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

DISPLAY OF RELIGIOUS ITEMS POLICY
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

I, Trent Alderson Secretary of River Crossing Property Owners Association (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 18th day of November, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "**Code**") gives owners and

Display of Religious Items Policy for River Crossing Property Owners Association

Page 1 of 3

residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

ACC Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, one or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ACC approval. All other religious displays shall require ACC approval as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.

5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this the 7 day of January, 2027.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION

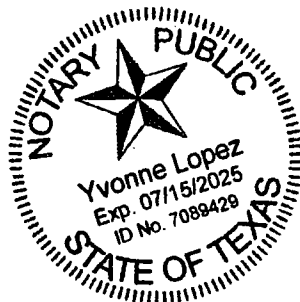
By: _____

Printed: Trent Hildebrand

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Brewer §
 §

BEFORE ME, the undersigned notary public, on this 7 day of January, 2027, personally appeared Trent Hildebrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

SECURITY MEASURES POLICY
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

I, Trent Aildorbra, Secretary of River Crossing Property Owners Association (the "**Association**"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "**Board**") of the Association, duly called and held on the 18th day of November, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Security Measures Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article V, Section 5.4 of the Declaration grants the Association the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.

3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.

6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

SECURITY MEASURES POLICY

1. **ACC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ACC application must be submitted to the ACC and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. Security measure fencing generally

- (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
- (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, vinyl, stone and electrified security measure fencing is expressly prohibited and will not be approved by the ACC.
- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

b. Non-Golf Course Lots

- (i) All walls or fences must be constructed of wood, metal pipe/tube, masonry, masonry veneer, wrought iron or a combination thereof.
- (ii) All wood fences (except cedar and redwood) must be painted or stained, and the color must be approved by the ACC. Only milled/finished type lumber is permitted.
- (iii) All fences shall be a minimum of 4' and a maximum of 6.5' in height.
- (iv) NO barbed, smooth, hog, chicken or like material/wire fencing is permitted on property.
- (v) The ACC may allow an Owner to attach 12-gauge wire fence (or larger wire size) to INSIDE bottom portion of approved fencing but not to exceed 48" in height.
- (vi) All wood (non-privacy) or pipe fences greater than 4 feet high, with or without wire, must have a minimum of 3 rails facing the street and 2 rails facing the side and rear of the lot. On corner lots, the three-rail segment will be installed toward the street adjacent to the principal residence entrance. (Effective 2-15-08, all wrought iron fences must have 2 rails on all sides). Fences four feet high will require a minimum of two rails on all sides.

- (vii) Chain link fences will not be allowed as perimeter fencing but may be used for dog runs so long as they are out of sight of the street and/or golf course and approved by the ACC.
- (viii) Gates are to be constructed per the same guidelines as provided for fences and shall match the remainder of the fence. Prefabricated galvanized pipe gates are not permitted.

c. Golf Course Lots

- (i) All walls and fences must be constructed of wrought iron, masonry (stucco, brick, rock or any combination) or a combination thereof.
- (ii) All fencing fronting the River Crossing Club golf course must be set back at LEAST 50' from the property line. Note: The property owner may request a variance to this setback requirement without being required to pay a variance processing fee. The property owner must obtain a signed letter from the River Crossing Club granting their permission. This letter must be included in the submission.
- (iii) All fences and walls shall be a minimum of 4' and a maximum of 6.5' in height.

- d. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- e. Placement of fencing and/or security measures of any type must comply with Texas, Cities of Spring Branch and Bulverde and/or Comal County Regulations and Ordinances, if any.
- f. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.

3. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar

bars, security screens, and front door entryway enclosures.

4. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

5. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ACC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the

dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Comal County, Texas.

TO CERTIFY which witness my hand this the 23 day of November, 2021.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION

By: _____

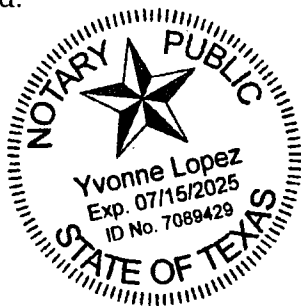
Printed: Trent Hilderbrand

Its: Secretary

THE STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 23rd day of November, 2021, personally appeared Trent Hilderbrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

SWIMMING POOL ENCLOSURES POLICY
for
RIVER CROSSING PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS

COUNTY OF COMAL

§
§
§

I, Trent Hilderson, Secretary of River Crossing Property Owners Association ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 18th day of November, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Swimming Pool Enclosures Policy ("Policy") was duly approved by at least a majority vote of the members of the Board present at the meeting.

RECITALS

1. The property encumbered by this Swimming Pool Enclosures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC for the Association.

Swimming Pool Enclosures Policy for River Crossing Property Owners Association

Page 1 of 3

3. Pursuant to the authority granted in Section 202.022 of the Texas Property Code, the Board hereby adopts this Swimming Pool Enclosures Policy for the purpose of providing guidance regarding the appearance of swimming pool enclosures located on lots within the subdivision. This Policy shall run with the land and be binding on all owners and lots within the subdivision.

4. In the event of a conflict between the terms of this Policy and any previously adopted rules, regulations and/or policies addressing Swimming Pool Enclosures as set forth herein, this Policy shall control.

I. DEFINITIONS

For purposes of this Policy, “Swimming Pool Enclosure” shall mean a fence that:

1. Surrounds a water feature, including a swimming pool or spa located on a lot within the subdivision;
2. Consists of transparent mesh or clear panels set in metal frames;
3. Is not more than six feet (6’) in height; and
4. Is designed to not be climbable.

II. SWIMMING POOL ENCLOSURES

A. Approved Swimming Pool Enclosures

The installation of a Swimming Pool Enclosure that is black in color, consists of transparent mesh set in metal frames, is less than or equal to 6’ in height, and conforms to all applicable state or local safety requirements (“Approved Swimming Pool Enclosure”) is considered pre-approved by the ACC and does not need to be submitted to the ACC for review and approval.

B. Swimming Pool Enclosures Requiring ACC Approval

The installation of a Swimming Pool Enclosure on a lot, other than an Approved Swimming Pool Enclosure, requires prior written approval from the ACC. Any such Swimming Pool Enclosure is subject to the following parameters:

1. Swimming Pool Enclosures may not exceed six feet (6’) in height, unless otherwise approved by the ACC.
2. Swimming Pool Enclosures shall conform to all applicable state or local safety requirements.
3. Swimming Pool Enclosures may contain frames (a) composed of materials such as, by way of illustration and not limitation, metal, wood, and/or polycarbonate plastic; and (b) composed of colors such as, by way of illustration and not limitation, white, silver, transparent, or black tones.

**RULES AND REGULATIONS RELATING TO THE OPERATION OF CERTAIN
TYPES OF VEHICLES ON PRIVATE STREETS AND SIDEWALKS IN RIVER
CROSSING**

STATE OF TEXAS

§

§

COUNTY OF COMAL

§

I, Trent Hildner, Secretary of River Crossing Property Owners Association (the "**Association**"), do hereby certify that at a meeting of the Board of Directors (the "**Board**") duly called and held on the 18th day of November 2021, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following "Rules and Regulations Relating to the Operation of Certain Types of Vehicles on Private Streets and Sidewalks in River Crossing" were approved by a majority vote of the members of the Board:

RECITALS:

1. The Declaration of Covenants, Conditions and Restrictions for River Crossing Unit One, is recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 9906027165; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Two, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200006004954; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Three, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200106025942; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Four, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306009302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Five, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200306034654; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Six, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406017738; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Seven, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406016302; the Declaration of Covenants, Conditions and Restrictions for River Crossing Unit Eight, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200406026223; and the Declaration of Covenants, Conditions and Restrictions for The Overlook at River Crossing, recorded in the Official Public Records of Real Property of Comal County, Texas, under Clerk's File No. 200206034713, as same have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article III, Section 3.23 of the Declaration provides that the Association may adopt rules and regulations governing the presence on, and parking, use and storage of any vehicles

within the Property. Such rules and regulations so adopted are binding upon all Owners.

3. Article V, Section 5.4 of the Declaration further authorizes the Board of Directors of the Association to adopt rules and regulations governing the use, enjoyment and maintenance of the Common Area.

4. The private streets within various sections of the Community are Common Area owned by the Association.

5. The Board of Directors of the Association desires to adopt rules and regulations governing the operation of vehicles (other than permitted passenger vehicles) on private streets within the Community.

WITNESSETH:

NOW, THEREFORE, the Board of Directors of the Association hereby adopts these Rules and Regulations Relating to the Operation of Certain Types of Vehicles on Private Streets in River Crossing.

1. **Definitions.** As used herein, "golf cart" means a motor vehicle designed primarily for use on a golf course and "off-road" or "all-terrain vehicle" ("ATV") and "recreational off-highway vehicle" ("ROV") mean any type of vehicle designed primarily for use for recreation, maintenance or hunting, not for use on a public street (including, but not limited to, vehicles with 2, 3, 4 or more wheels). Other capitalized terms used in these Rules and Regulations have the same meaning as that ascribed to them in the Declaration.
2. **Speed.** During the daytime, a golf cart, ATV or ROV may not be operated on a private street at a speed in excess of thirty (30) miles per hour. At night, a golf cart, ATV or ROV may not be operated on a private street at a speed in excess of twenty (20) miles per hour. A golf cart, ATV or ROV may not be operated on a sidewalk in excess of ten (10) miles per hour at any time.
3. **Equipment.** A golf cart, ATV or ROV must have functioning head lamps, tail lamps, reflectors, parking brake and mirrors.
4. **Parking.** A golf cart, ATV or ROV may not be parked on a sidewalk or private street within the Community.
5. **Conduct.** A golf cart, ATV or ROV must be operated in accordance with the following:
 - a. A person operating a golf cart, ATV or ROV on a sidewalk or private street must yield the right-of-way to a pedestrian, a person with a stroller and a person on any type of cycle.

- b. The driver and passengers, if any, in a golf cart, ATV or ROV must be seated at all times during which the golf cart, ATV or ROV is in motion. No person may sit in the driver's lap when a golf cart, ATV or ROV is in motion.
- c. The number of seated passengers in a golf cart, ATV or ROV may not exceed the number of passengers for which the golf cart, ATV or ROV was designed.
- d. The driver and passengers, if any, must keep their arms and legs within the golf cart, ATV or ROV, meaning within the width and length of the golf cart, ATV or ROV.
- e. The operator of a golf cart, ATV or ROV may not be under the influence of alcohol or drugs.
- f. An operator of a golf cart, ATV or ROV who is sixteen (16) years of age or older is required to have a valid driver's license.
- g. If the operator of a golf cart, ATV or ROV is fifteen (15) years old, the operator must have a valid learner's permit in his/her possession. If the operator of the golf cart, ATV or ROV is fifteen (15) years old but does not have a valid learner's permit, the operator must be accompanied in the front seat by a parent, grandparent, legal guardian, or a person eighteen (18) years of age or older who has a valid driver's license.
- h. If the operator of a golf cart, ATV or ROV is twelve (12), thirteen (13) or fourteen (14) years old, the operator must be accompanied in the front seat by a parent, grandparent, or legal guardian, or a person eighteen (18) years of age or older who has a valid driver's license.
- i. No person under twelve (12) years of age may operate a golf cart, ATV or ROV on a sidewalk or private street.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing "Rules and Regulations Relating to the Operation of Certain Types of Vehicles on Private Streets and Sidewalks in River Crossing" was approved by the vote of the Board of Directors of the Association at a meeting duly called and held on the 18th day of November 2021, at which a quorum was at all times present, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION

By: [Signature]

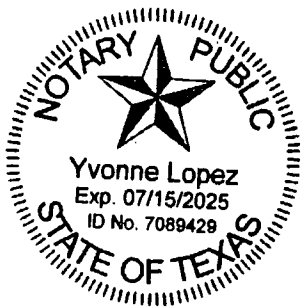
Printed: Trent H. Debrand

Its: Secretary

THE STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 7 day of JANUARY 2022, personally appeared Trent H. Debrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas



Construction Plan Guidelines

For the Non-Gated Communities in River Crossing

The Architectural Control Committee (ACC) is created from River Crossing owner volunteers pursuant to River Crossing Covenants, Conditions and Restrictions (DCCRs) to review and approve plans for the construction of Improvements in River Crossing.

The DCCRs require that *“Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee.”*

“Improvements” mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, poles, signs, exterior air conditioning, exterior water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, antennas, and towers.

The River Crossing ACC has transitioned to a digital, on line collaboration software which reduced the requirement for face-to-face committee meetings while still providing timely review of projects. All applications are to be submitted as described below. Once the management company processes the complete application package, including a deposit, the property owner will receive a ‘Project under Review email. Approvals are normally completed within two weeks of this date.

More complex submissions may require a committee meeting. Should a meeting be required, the ACC meets the 2nd Wednesday of each month. All documents must be received by the management company not later than 5 PM the Monday prior to the next meeting.

Please review this document to ensure all necessary information is included. You may email acc@rivercrossingpoa.com for assistance. Incomplete projects cannot be reviewed or approved.

All documents are to be submitted through Diamond Association Management & Consulting (the management company) and must be accompanied by a Permit Deposit payable to the River Crossing POA, drawn on the homeowner’s account, and please write “ACC Deposit” in the memo section. Please mail or deliver check, cash or money order to the address below. If sending your deposit through the USPS, please include a copy of the check with your submittal.

River Crossing POA
c/o Diamond Association Management & Consulting
14603 Huebner Road, Building 40
San Antonio, Texas 78230
Office: 210-561-0606 Fax: 210-690-1125
Email: acc@damctx.com

All new home construction submittals must be accompanied by a \$1000.00 Permit Deposit. No additional deposit is required if additional improvement(s) (e.g. pool, fence, shed, detached building) are included with a new home construction application.

All other "Improvements" must be accompanied by a \$500.00 Permit Deposit.

Once the application has been reviewed, the Property Owner will be notified by Email from the management company. This approval shall be posted within the construction site to provide visible evidence of approval.

The owner is responsible for coordinating with the ACC for ANY change to the project after approval, including and not limited to builder/installer, location, materials, or appearance that affect any structure or improvement.

Upon completion of the new construction or improvements, the Permit Deposit will be refunded in accordance with RCPOA Permit Deposit Agreement. Property owners must request refund of the Permit Deposit online at www.rivercrossingpoa.com. The ACC will then schedule a site visit to determine compliance in accordance with the Permit Deposit Agreement.

Approval by the ACC constitutes that the documents presented meets the minimum requirements of the River Crossing DCCR and these Guidelines. This Certificate of Approval is contingent upon compliance with the specifications set forth in the approved application. The Architectural Committee's approval of the application and the plans only constitutes compliance of the plans with subdivision guidelines, standards, protective covenants, deed restrictions, and/or dedicatory instruments. The Architectural Committee's approval of the application does not relieve the applicant from conformance with federal or state law, local codes and ordinances, or other design considerations which are neither reviewed nor approved by the Architectural Committee. The actions or approvals set forth do not constitute and shall not be an opinion, approval, warranty or representation by the Association, its Architectural Committee, or its agents as to whether the improvements contemplated in the plans are or will (1) be structurally sound; (2) comply with applicable governmental regulations; (3) be free from damage by wind, rain or flood; (4) not encroach into any easement or setbacks; (5) not divert surface water in a manner not allowed by law or deed restriction; or (6) be habitable. By beginning the improvement project, applicant acknowledges and represents that applicant is familiar with the subdivision guidelines, standards, protective covenants, deed restrictions, and/or dedicatory instruments for the Association and the plans submitted herewith are, to applicant's knowledge, in compliance with the subdivision guidelines, standards, protective covenants, deed restrictions, and/or dedicatory instruments for the Association.

None of the members of the Architectural Control Committee, the Association, nor any member of the Board of Directors will be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Control Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing a matter, the Architectural Control Committee does not inspect, guarantee or warrant the workmanship of any Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the Architectural Control Committee nor any member of the Board of Directors will be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals were acting on behalf of the Association, the Architectural Control Committee, the Board of Directors, or otherwise. Finally, neither

the Association, the Board, the Architectural Control Committee, nor their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any Improvement or portion thereof, or for failure to repair or maintain the same.

Table of Contents

Construction Plan Guidelines	1
Table of Contents.....	4
Section 1 Property Information	5
Section 2 Permit Deposit Agreement.....	6
Section 3 New Residence Construction	8
Section 4 Checklist of ACC Review.....	11
Section 5 Fence Guidelines.....	12
Section 6 Pool and Spa Guidelines.....	14
Section 7 Structures other than Primary Residence (Sheds & Detached Buildings).....	16
Section 8 Propane Tanks	19
Section 9 Solar Energy Systems.....	20
Section 10 Rain Water Collection Systems	22
Section 11 Water Wells	24
Section 12 Flag Display & Flagpole Installations.....	26
Section 13 Standby Electric Generators	27
Section 14 Variances.....	29
Section 15 Trash Container Enclosure & If None of the Guidelines Fit	31
Attachment 1 ACC Construction Completion Inspection Checklist.....	32
Attachment 2 River Crossing POA and the City of Bulverde Agreement.....	33
Attachment 3 Remodel & Renovation Projects.....	34
Attachment 4 Security Measures.....	35

Section 1

Property Information

This page must be completed and submitted for ANY and ALL plan submissions along with the Applicable Check List and Drawings. Items marked * are required for submission.

Address of Improvement/New Home*: _____

Lot #*: _____ Unit #*: _____ Golf Course Lot (Y/N) *: _____ Requested Start Date*: _____

Owner Name(s) *: _____

Owner Mailing Address (if different than above): _____

Owner Phone(s) *: _____ Email*: _____

Builder/Installer Name*: _____ Phone(s) *: _____

Builder Email: _____ Describe Improvement*: _____

Permissible working hours in Section 3 apply to all projects.

Total Square Footage of Living Areas (New Home Only) *: _____ # Floor Levels*: _____

These Construction Plan Guidelines are meant to assist in interpretation of the Declaration of Covenants, Conditions and Restrictions, and do not replace or override the Declaration.

I have read the River Crossing Declaration of Covenants, Conditions, and Restrictions (DCCR) associated with the Site specific Unit # where this improvement is located and understand its content as it relates to this application which I am submitting for review. I also agree that any improvement related to this application will be constructed in compliance with the National Electrical Code and International Residential Code (including plumbing) as specified by State law. (Signature Required)

Property Owner Printed Name*: _____

Owner's Signature*: _____ Date*: _____

Section 2
RIVER CROSSING PROPERTY OWNERS ASSOCIATION
PERMIT DEPOSIT AGREEMENT

In compliance with the Construction Plan Guidelines adopted by the River Crossing Property Owners Association, (the "Association") and the River Crossing Property Owners Association Architectural Control Committee (the "Architectural Committee"), _____ (the "Property Owner") does hereby deposit with **RIVER CROSSING PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation ("Association"), the sum of \$1,000.00 for a new construction submittal or \$500.00 for an improvement submittal ("Permit Deposit") and agrees to the following terms and conditions:

The Permit Deposit shall be held as security:

- a) for any violation of Construction Rules and Regulations found in Section 3 of the Construction Plan Guidelines;
 - b) for any damage caused to the Association's Common Areas, streets, or any Owners' Lots, and all improvements, structures, landscaping and personal property attached thereto or located thereon, which damage is caused by the acts and/or omissions of the Property Owner or his/her contractors;
 - c) to ensure all debris, pallets, construction material, portable toilet, commercial dumpster, concrete cleanout and temporary construction fences removed, driveway transition to street completed with asphalt, builder & realtor signs have been removed from the property in a timely manner; and
 - d) to ensure the construction complies with the Architectural Committee approved submittal.
2. Upon the occurrence of any such damage described in Section 1, above, the Association from time to time, and without prejudice to any other remedy, may use the Permit Deposit to the extent necessary to repair such damage or pay to the injured party the cost to repair such damage. It is expressly understood that the use of any or all of the Permit Deposit shall not be considered a measure of the damage nor will it release the Property Owner from paying an additional amount if the total damage exceeds the Permit Deposit.
3. If the Association uses any portion of the Permit Deposit as described above, written notification will be mailed to Property Owner at the address stated below. Withdrawal of money from the Permit Deposit shall occur no sooner than ten (10) days after written notification has been mailed to the Property Owner. A Property Owner who wishes to challenge the use of the Permit Deposit may request a hearing before the Architectural Committee within ten (10) days of the date of the written notification.
4. The Association shall not be liable to the Property Owner or to any other person for any loss, damage, or injury arising out of the payment or nonpayment of the Permit Deposit unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Association.
5. During construction, it is the responsibility of contractors and Property Owner to carry the necessary hazard and liability insurance.
6. Within fifteen (15) days of completion of the construction, the Property Owner should request a final inspection through the Association's website at www.RiverCrossingPOA.com. On the website, the Property Owner should select 'ACC'; then select 'ACC Refund Inspection Request' to initiate the request. A final inspection will be made by representatives of the Architectural Committee to confirm no damage as set forth in Section 1 above remains uncorrected. Upon approval of the Architectural Committee, the Permit Deposit or any remaining balance of the Permit Deposit shall be refunded to the Property Owner.
7. No interest shall be payable upon the Permit Deposit.

8. By signature below, the Association acknowledges receipt of the \$_____ Permit Deposit.

PROPERTY OWNER:

Address: _____

Lot _____ **Unit** _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ASSOCIATION:

**River Crossing Property Owners Association,
A Texas non-profit corporation**

By: _____

Printed Name: _____

Title: _____

Date: _____

Section 3

New Residence Construction

No construction shall commence on a property until approved by the River Crossing Architectural Control Committee.

- **PROPERTY OWNERS ARE RESPONSIBLE FOR THEIR CONTRACTOR AND SUBCONTRACTORS' COMPLIANCE WITH ALL RULES.**
- At completion, the Owner is responsible for property clean-up of debris, dirt/stone piles, pallets, temporary safety barrier fences, etc.
- Failure to comply with these Construction Rules and terms of the DCCRs may result in the cessation of construction, withdrawal of approval, loss of deposit and/or invoicing of the property owner for costs incurred to remedy the violation.
- The Architectural Control Committee (ACC) shall have the sole authority for approval of all plans for construction of any "improvement" including new home construction.
- Construction of any structure or improvement approved by the ACC shall commence within six (6) months of such approval; the exterior finish and appearance must be completed within six (6) months of the start of the construction and the completion of such construction must be accomplished within twelve (12) months of the commencement of such construction. Request for extension must be submitted prior to these deadlines and approved by the ACC.
- The Approval Letter must be continuously posted and visible within the envelope of the construction site and external to the home or building. A copy of variances approved by the ACC must be posted with the Approval Letter.

Permissible working hours are limited as follows:

Monday - Friday 7:00 AM - 7:00 PM

Saturday - 8:00 AM – 7:00 PM

Sunday – No work or workers allowed on site

Slab/Foundation pour – sunrise to sunset on permitted days

Holidays: No work or workers on site:

January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

- A commercial dumpster must be in place for each new home work site before framing begins. Dumpster must be used for all construction debris and any trash generated by contractors. The dumpster must be removed at the completion of construction. **ALL BUILDERS MUST MAINTAIN A CLEAN JOB SITE** as required by Comal County Environmental Services.
- A Commercial quality washout must be present at slab/foundation pour.
- No topsoil, rock, gravel, pallet, cement or any other construction materials are to be carried onto or dumped on streets, adjoining property or easements. The Owner and Builder shall be notified by the POA that they must perform the clean-up. If they fail to do so, the POA shall proceed in accordance with the Permit Deposit Agreement.
- The house address number must be visible from the street during construction.
- Builder may place a single professionally made sign that does not to exceed four (4) feet by four (4) feet. **NO SUBCONTRACTOR SIGNS or ADVERTISEMENTS ARE PERMITTED ON ANY LOT.**
- A temporary 4 foot high safety barrier fence is encouraged along the sides of each lot where new home construction has commenced. This is intended to contain construction debris and trash while encouraging vehicles and materials to remain on the property. No separate fence application is required and fences must be removed when construction is complete.
- Driving across or parking on any surrounding property without written approval from the property owner is prohibited.
- A construction entrance (minimum 3 to 5 inch rock) must be installed prior to the start of any work on the lot. The entrance must be sufficient length to eliminate the tracking of dirt or other site material onto the paved roads and damage to the road and its edges.

Site Plan Details

The following information must be submitted with an application for approval of new construction.

A site plan drawing, specific to the structures and property, plotted to scale in PDF format.

- Scale is 1 inch = 20 feet and is noted on the plan
- An accurate scale bar must be included on each page
- Overall site plan including legal pin locations and property boundary
- Outline of residence is on site plan
- Location of driveway, sidewalks, fences, pool, spa, sheds, detached buildings, propane tanks, solar panels, rain water collection components, water well, OSSF (septic) tank and any other permanent structures (as applicable) and depicted to scale
- All offset distances are required

Residence Drawing Package

Drawings in PDF format to include:

- All drawings (to include plan view of floor plans, top view of roof, elevations, etc.) must be specific to the proposed structure. Each plan sheet must include only the information relative to the specific structure and may not include multiple depictions which relate to optional features, orientations, rooflines or any other options not selected for the specific proposal.
- An accurate scale bar must be included on each page
- Scale is noted on each drawing of floor plan and elevations (1/8 inch = 1 foot preferred)
- Square footage of conditioned interior space is shown on floor plan and itemized by floor.
- Plan view of each floor level is on floor plan
- Top view of roof is on exterior plan and shows ridges, valleys, chimney locations, etc.
- Elevations: Front, rear and sides are on exterior plan
- Roof type & color.
- Exterior wall finish type and color are shown on exterior plan. (75% masonry required)
- Soffit and fascia materials are noted on exterior plan (No vinyl or aluminum)
- Exterior chimney material and color must be specified. (Masonry/stucco and match exterior color scheme.)
- If applicable include the following information:
 - o Fence
 - o Swimming pool or spa (pools must include fence plan)
 - o Shed/Detached Building
 - o Propane Tank
 - o Solar Panel
 - o Rain Water Collection system
 - o Water Well (Units 1 & 2) Comal Trinity Groundwater Conservation District
 - o Approved Comal County Public Right-of-Way (PIPROW) permit
 - o Approved Floodplain Development Permit issued by Comal County

Section 4

Checklist for ACC Review

All the items listed below must be clearly provided in the documentation

- Residences shall be set back at least 60 feet from the front property line, 15 feet from the side lot lines and 60 feet from the rear lot line.
 - On Unit 1 & 2 Golf Course lots the residence shall be set back 75 feet from the lot line facing the golf course.
 - On corner lots - (DCCR 3.5) All residences shall be set back at least twenty-five (25) feet from any street regardless of which lot line the street joins.
- Unit 6 setback requirements vary by Lot. See Unit 6 DCCR.
- On Unit 1 & 2 golf course lots, all improvements, including but not limited to swimming pools, fences and storage buildings must be set back at least 50 feet from the property line adjoining the Golf Course. (DCCR 3.5) Variances to the 50 foot rule on golf course lots are only considered with a signed approval by River Crossing Club management.
- The total square footage of the air conditioned living area must be clearly shown (*Non-golf course lot-one story-2,200 sq. ft., two story-2,400 sq. ft. with 1,200 sq. ft. on first floor. Golf course lot-2,500 sq. ft. with 1,250 sq. ft. on ground floor*).
- The garage must be a side or rear entry. (*The ACC interprets side entry as 90 degrees or more relative to the street.*)
- Asphalt composition shingles must have a 30 year warranty. Other roofing alternatives are listed in DCCR Para. 3.7. Wood shingles are not permitted
- The exterior walls must be at least 75% masonry or stucco, with the percentage to be verified by documentation.
- The exterior of all chimneys must be 100% masonry or stucco and match the residence exterior.
- The maximum height of a structure shall not exceed 35 feet in height, measured from the highest point of ground under the structure to the top most point of the roof. (DCCR 3.4)
- Exterior color schemes must be provided (*Actual color charts, brands and color names should be provided, along with masonry and roof colors.*).
- Propane tank location must be provided (*See Propane Tank Guidelines.*).

Section 5

Fence Guidelines (DCCR Para. 3.9)

See Attachment 4 for Security Fences

All walls or fences must be approved prior to construction by the Architectural Control Committee (ACC).

Non-Golf Course Lots

- All walls or fences must be constructed of wood, metal pipe/tube, masonry, masonry veneer, wrought iron or a combination thereof.
- All wooden fences (except cedar and redwood) must be painted or stained and the color must be approved by the ACC. Only milled/finished type lumber is permitted.
- All fences shall be a minimum of 4' and a maximum of 6.5' in height.
- NO barbed, smooth, hog, chicken or like material/wire fencing is permitted on property.
- ACC may allow an Owner to attach 12 gauge wire fence (or larger wire size) to INSIDE bottom portion of approved fencing but not to exceed 48" in height.
- All wood (non-privacy) or pipe fences greater than 4 feet high, with or without wire, must have a minimum of 3 rails facing the street and 2 rails facing the side and rear of the lot. On corner lots, the three rail segment will be installed toward the street adjacent to the principal residence entrance. (Effective 2-15-08 Wrought iron fences must have 2 rails on all sides.) Fences four feet high will require a minimum two rails on all sides.
- Chain link fences will not be allowed as perimeter fencing but may be used for dog runs so long as they are out of sight of the street and/or golf course and approved by the ACC.
- Gates are to be constructed per the same guidelines as provided for fences and shall match the remainder of the fence. Pre-fabricated galvanized pipe gates are not permitted.

Golf Course Lots

- All walls and fences in Units 1 and 2 must be constructed of wrought iron, masonry (stucco, brick, rock or any combination) or a combination thereof. Fences fronting the River Crossing Club (RC Club) golf course must be set back at LEAST fifty (50) feet from the property line.
Note: The property owner may request a VARIANCE to this setback requirement without being required to pay a variance processing fee. The property owner must obtain a signed letter from the RC Club granting their permission. This letter must be included in the submission.
- In Unit 6, all fencing along the Property Line adjoining the greenbelt/golf course area shall be uniform and constructed of wrought iron. Fences facing the greenbelt/golf course shall be set back from the lot line adjoining the greenbelt/golf course area a minimum of ten (10) feet. [Not subject to Variance]
- All fences and walls shall be a minimum of 4' and a maximum of 6.5' in height.

Fence Plan Submittal Checklist

This information must be included with ALL fence plan submissions.

Site Plan

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Outline of Residence on site plan
- Location of fence and gate(s)
- Property lines and offset distances
- Photo or sketch detail of fence panel construction attached

Specifications

- Stucco wall and/or column Color:_____
- Brick wall and /or column Color:_____
- Stone wall and/or column Color :_____
- Wrought Iron/Color:_____
- Metal Pipe/Color:_____
- Wood Type (Non golf course lots only):_____
- Wood Color (or Natural) (Non golf course lots only):_____
- Wire Fence Gauge/Number:_____
- Number of Rails: Front _____ Side/Rear_____
- Height:_____
- Gate: material, height, width and color_____
- Signed permission letter from River Crossing Club to reduce setback (Unit 1 & 2 lots only)

Section 6

Pool and Spa Guidelines

All swimming pools and spas must be approved by the Architectural Control Committee (ACC) prior to beginning construction.

- All swimming pools must be clearly in-ground and must be constructed of concrete, gunite or pre-formed fiberglass. Above-ground or portable pools are not permitted.
- All spas may be in-ground, above-ground, or portable but must be self-contained and constructed of solid materials and not inflatable.
- All setbacks and easements must be complied with when constructing a pool and/or spa (*Note that rear setbacks are different for Golf Course and Non-Golf Course lots.*).
- Portable spas should be located directly behind the residence or fully screened from view.
- Pool/spa equipment (both permanent and portable) must be located out of view from the street.
- Proper security measures should be taken during construction and a permanent fence shall be constructed around the pool. All fences must be approved by the ACC and in accordance with the Fence Guidelines.

Swimming Pool/Spa Plan Submittal Checklist

This information should be included with ALL pool/spa plans.

Site Plan Requirements

Complete pool/spa specs from the pool builder which includes proposed materials and colors.

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Outline of the residence, other structures and all existing flatwork.
- Location of existing and/or proposed fence and gate(s)
- Existing or proposed OSSF (septic) tank and spray heads
- Exact location of proposed swimming pool/spa and any proposed flatwork and exact location of associated equipment. Indicate method to screen equipment from street view.
- Property lines and set off distances clearly shown and dimensioned

Note: Swimming pools will not be reviewed or approved without an accompanying Fence Plan Submittal or an existing previously approved fence. Fences must be submitted using the Fence Plan Submittal Checklist form.

Section 7

Structures other than Primary Residence

Shed Guidelines

Storage Building per DCCRs 3.1

Definition: For the purposes of these requirements, a Shed is defined as a small enclosed structure not on a permanent foundation and normally used to store lawn maintenance tools, implements, materials and other small miscellaneous items. A Shed may also be a greenhouse.

Approvals: Prior to construction, Sheds must receive the written approval of the River Crossing Architectural Control Committee (ACC).

Size and Number: A Shed shall not exceed 150 square feet in size and limited to one story. Only one shed may be installed per residence.

Placement: Sheds shall be placed on the owner's property so as to not be visible to a passerby from any point on the front or side street. If the Shed can be seen from the side or rear neighbor's yard, every effort should be made to conceal it from the neighbor's view with the use of new shrubs, existing trees or other landscaping features. Sheds must be out of view from the golf course. Sheds may not be placed in the drainage easement. If the Shed is on a concrete foundation or is considered to be immovable then the requirements of detached buildings must be met.

Sheds installed on corner lots will need to comply with Detached Building Guidelines if they cannot be adequately screened from view from a side street. Screening is still required to limit view from side-street.

Construction: Sheds shall be constructed of wood or other ACC approved materials. Sheds may be erected prior to the main residence with prior approval from the ACC. Plan must be submitted with the house site plan.

Detached Building Guidelines

Definition: Detached Buildings are all other detached enclosed structures not considered to be a Shed and include garages, storage buildings, workshops, pavilions, pergolas and one guest/servant house.

A **pavilion** is defined as a structure with a closed roof and without exterior walls.

A **pergola** is an outdoor structure consisting of columns that support a roofing grid of beams and rafters.

Approvals: Prior to construction, Detached Buildings must receive the written approval of the River Crossing ACC. Storage buildings may be approved by the ACC when submitted as a part new house project. Other Detached Buildings may **not** be erected prior to the main residence.

Size: Detached Buildings can be any reasonable size but if they are considered to be a guest/servant house, the air conditioned space must be between 500 and 1200 square feet. Detached buildings must comply with the maximum height requirements.

Placement: All improvements, including but not limited to swimming pools, fences and storage buildings, pavilions and pergolas located on Golf Course lots in Unit 1 & 2 must be set back at least fifty (50) feet from the property line adjoining the Golf Course. Unit 6 requirements vary by lot.

Construction: Detached Buildings with exterior walls must be at least 75% masonry with the architectural style, roof, trim, and all colors to match the main residence. Pavilions must have a roof that matches the main residence roof for color and construction. Appropriate flat work should be planned in conjunction with the Detached Building.

Shed / Detached Building Submittal Checklist

This information should be included with ALL Shed/Detached Building plan submissions.

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Overall site plan including legal pin locations and property boundary
- Outline of residence and existing structures
- Location of proposed shed or detached building
- Set off distances on site plan
- Description and/or pictures of materials being used and color scheme

Section 8

Propane Tanks

- New propane tank installations in River Crossing must be approved by the Architectural Control Committee prior to installation.
- Any new propane tanks installed in River Crossing must be underground propane tanks. Note: Replacement of above ground tank installed prior to 2/15/2007 is exempt.
- The National Fire Protection Association (NFPA) and Texas Railroad Commission (TRC) codes shall be complied with. All installations and servicing shall comply with Texas Administrative Code, Title 16, Part 1, Chapter 9.

Propane Tank Submittal Checklist

Information to be submitted with ALL propane tank submissions:

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Setbacks from property lines
- The residence
- Any other structures
- Location of propane tank

Section 9

Solar Energy Systems

Even though state law may stipulate the homeowner's right to install a solar Photovoltaic (PV), water heating solar system, or any other type of solar collection system, a request for approval must be submitted to the River Crossing Architectural Control Committee (ACC) prior to the start of installation. Construction can only start after approval of the Pedernales Electric Cooperative (PEC) and the ACC.

The homeowner will ensure the planned installation is to be completed by a qualified/experienced contractor for the solar system and all Federal, State, and Local codes and permitting requirements have been met.

Commonly, Solar Energy systems are installed as either a roof-mounted or a ground installed unit within the following guidelines:

- Ground installations are to be installed at the rear of the house out of view from the street and meets building set back requirement. All ground mounted solar panel systems must be within a fenced yard. If the solar panel can be seen from the side or rear neighbor's yard, every effort should be made to conceal it from the neighbor's view with the use of new shrubs, existing trees or other landscaping features.
- Roof-mounted installations require all installed equipment (except for panel) to match the roof material color. Solar panels must be an integrated part of the roof design and be flush mounted directly to the roof plane. Solar panel units must not break the roof ridgeline or extend beyond the roof edge along the eave. Solar panels are not permitted on the front of the home which faces the street. Street refers to the house address.
- Solar shingles resemble composition shingles in shape but function in a similar manner to solar panels. Solar shingles should be of similar color and design of shingles on the house.
- A construction drawing for the proposed installation is required. Ground installation systems require a site plan to be provided showing location with respect to property lines, house and fence. Solar panel installation requires a drawing to show the attachment location of panels, panel height above roof plane, color of all exterior equipment, and color of existing roof. Solar shingle installation requires color, design and location.
- The ACC will grant a variance in accordance with state law if the alternate location is substantially more efficient.

- If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional (as determined by a publicly available modeling tool provided by the National Renewable Energy Laboratory, www.nrel.gov, or equivalent entity.).
- A sample or illustrations brochure from the manufacture of the system should be provided.
- Texas Property Code 202.10 (e) discusses *"a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. For purposes of making a determination under this subsection, the written approval of the proposed placement of the device by all property owners of adjoining property constitutes prima facie evidence that such a condition does not exist."*

Solar Energy System Submittal Checklist

Information to be submitted with ALL solar panel submissions.

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Overall site plan with legal pin locations and property boundary
- Outline of residence
- Location of ground solar system and fencing
- House plans with location of solar panel or solar shingles
- Color and design of panels or shingles

Section 10

Rain Water Collection Systems

State law provides that homeowners may install a rain barrel or rainwater harvesting device with prior approval by the Architectural Control Committee (ACC). System may be used for potable (in-house) or non-potable water (landscape irrigation) use.

Types of Systems

Rain Barrel:

- If a rain barrel is located on the side of a house or at any other location that is visible from a street, another lot, or a common area it must be:
 - Decorative rain barrel not to exceed 48 inches in height.
 - In proximity to the downspout.
 - Aesthetically pleasing when viewed from the street.
 - When possible, should be same color as house.

Rainwater Harvesting Device

- Collection system using a gathering system, rain water storage tanks or bladders, and any other outdoor components.
 - Gutters and downspouts
 - Gutters, downspouts, and other components shall be painted a color that blends with the color of the adjacent materials.
 - Gutters and downspouts shall not be installed diagonally without prior approval of the ACC.
 - Storage tanks or bladders
 - Storage tanks may be buried in compliance with offsets.
 - Above ground storage tanks and storage bladder shall be place in compliance with offsets, behind the house, and not visible from the street.
 - If located on a corner lot, above ground tanks and storage bladders shall be screened from view from the street and the side street.

- If the tank can be seen from the side or rear neighbor's yard, every effort should be made to conceal it from the neighbor's view with the use of new shrubs, existing trees or other landscaping features.
- Tanks, piping and valves shall be painted to match the surrounding structure or vegetation.
- Pumps, filters and other appurtenances shall be located in compliance with offsets, screened from neighbors, the street and side-street, if applicable.
- If the property is a golf course lot, storage tanks or bladders **MUST** also be out of view of the golf course. The homeowner must obtain a signed letter of approval from the River Crossing Club prior to ACC review.

Rain Water Collection System Submittal Checklist

This information should be included with ALL rain water collection system plan submissions.

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Property lines and set off distances
- Outline of Residence
- Location of gutters, downspouts, first flush devices, tanks, storage bladders, pumps, filters and other appurtenances
- Location and picture(s) of the rain barrel(s)
- Photo or sketch detail of gutters, downspouts, other components of the gathering system, first flush devices, tanks and screening devices attached.
- Plans for shielding the tank(s) from view of neighbors
- For golf course lots, include the signed letter of approval from the River Crossing Club.

Section 11

Water Wells

Water wells shall only be drilled on lots in Unit One and Unit Two per the Declaration, Section 3.17, unless the property deed specifically granted water rights to the owner.

- Must use a Texas licensed water well driller
- Must meet all Texas, Comal County, Comal Trinity Groundwater Conservation District, and any other governing agency requirements.
- Texas State regulations dictate drilling practices and procedures and must be drilled in accordance with state regulations.
 - Alternate compliance to 50 ft. from property line requirement
 - Concrete surface seal in oversized bore
 - Cannot conflict with utility or other easements
 - No relief from spray field offset or septic tank
 - 100 ft. from septic drain/spray field (Owner's or neighbor's)
 - 50 ft. from septic tank
 - Wells drilled in flood plain must extend 3 ft. above 100 year flood plain
- Water Wells proposed adjacent to a vacant lot must be at least 50 ft. from the property line.
- If well water is to be for in-house use, Canyon Lake Water Service Company (<http://www.clwsc.com>) must be notified to ensure proper connections are made to prevent contamination of the water system.
 - Helpful information:
 - Standard Guidelines & Specification
 - Starting Water Service
 - Pressure and holding tanks must be behind the dwelling or shielded from view from the street and neighbors' views. Tanks shall be painted to blend with

surrounding vegetation or house. If the tank can be seen from the side or rear neighbor's yard, every effort should be made to conceal it from the neighbor's view with the use of new shrubs, existing trees, masonry walls or other landscaping features that are in harmony with the existing structure.

- Well heads shall be shielded from view from the street with the use of vegetation or other landscape or hardscape material.
- If an above ground structure and / or “pump house” is required, it must meet the guidelines for Detached Building.
- The property owner shall be responsible for plugging the water well according to applicable State and County regulations, removal of slab and piping associated with the water well if abandoned, unserviceable or unused.

Water Well Plan Submittal Checklist

This information should be included with ALL Water Well plans.

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Overall site plan including legal pin locations and property boundary
- Outline of residence
- Location of proposed well and any above ground structures
- Location of septic and spray field on your property
- Design of above ground structure, if required
- Size and color of storage tank, if required
- Methods for shielding well head, pressure tank or storage tank

Section 12

Flag Display and Flagpole Installation

Chapter 202 of the Texas Property Code provides protection for display of flags in POA communities. POAs must permit owner to display the U.S., Texas, or military branch flag, with permissible limitations.

- U.S. and Texas flags be displayed in accordance with the US/Texas flag code;
- A flagpole (freestanding or attached to a dwelling) be constructed of permanent, long-lasting materials, with an appropriate finish that is harmonious with the dwelling;
- The flag(s) and flagpole(s) must be maintained in good condition and any deteriorated flag or structurally unsafe flagpole be repaired, replaced, or removed;

Guidelines:

- If flagpole is 20 feet or less, placed outside of the drainage easement and follows the dark sky requirements - NO submission is required; All others are required:
- May have as many as three (3) freestanding flagpoles.
- Maximum flagpole height 35 feet above the ground where the flagpole is anchored
- Flag size to be appropriate for size of flagpole
- External halyard of a flagpole must be secured in a manner to abate noise
- May not be located within fifteen (15) feet of the front property line
- Lighting per City of Bulverde Dark Sky Ordinance*:
 - Upward flagpole lighting is permitted for governmental flags only, provided that the maximum lumen output is one thousand three hundred (1,300) lumens; or
 - Top mounted shielded down lighting

Flagpole Plan

Site Plan with flagpole location.

Number of flagpole(s) and installed height: _____

Flagpole material type and finish: _____

Number of flags to be displayed: _____

Flagpole Lighting: _____

*See Attachment 2

Section 13

Standby Generators

Effective Date: 8/9/2017

Note from the Pedernales Electric Cooperative (PEC), our electrical power company. *“A generator can be a wonderful tool during an outage, but it can also be extremely dangerous. **Please contact PEC at 1-888-554-4732 before installing a generator so we can make sure it is properly sized and connected. If you connect the generator directly to your building’s wiring, a transfer, double-throw switch is required to separate your generator from the Co-ops’ system.”***

- All electrical, plumbing, and fuel line connections to be installed **only** by licensed contractors
 - All electrical, natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections to be installed in accordance with applicable governmental health, safety, and electrical codes.
- The installation of a standby electric generator must be installed and maintained in compliance with:
 - The manufacturer’s specifications; and
 - Applicable governmental health, safety, electrical, and building codes; and
 - Any standby electric generator shall be fully enclosed in an integral manufacturer-supplied sound attenuating enclosure (Texas Property Code)
- All standby electric generator and its electrical lines and fuel lines to be maintained in good condition and to replace or remove any deteriorated or unsafe components.
- Provide screening of a standby electric generator consistent with landscaping (if any) of other utility boxes and A/C condensers on the property.
- May not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than non-payment of utility service.

Standby Electric Generator Submittal Checklist

Information to be submitted with all standby generator submissions:

A site plan drawn to scale, to include:

- An accurate scale bar on each page
- Setbacks from property lines
- The residence
- Any other structures
- Location of standby generator
- Location of buried propane tank for generator (existing or new tank)

If propane, name of licensed propane installer _____

Licensed electrical installer _____

Section 14

Variances

The DCCR provides Variances may be “justified due to unusual or aesthetic considerations or unusual circumstances.” The standard goes to ‘need’ rather than ‘want’.

- The ACC is charged to consider “such variance will not impair or detract from the high quality development of the Property”.
- The DCCR requires “All variances must be evidenced by a written instrument in recordable form, and must be signed by at least two (2) of the Voting Members. Such variance shall require the approval of a majority of the members of the ACC.

The Property Owner requesting a variance must complete the variance application form and submit to the ACC for their review. There will be an application fee of **\$750** to cover legal fees, recording cost, and administrative costs. This fee is required at the time of the application submission. This is a deposit against expected cost and may be more or less. Before an approved variance is issued any additional costs must be paid in full. Refunds will be made for any funds not required. This fee is in addition to the Permit Deposit.

NOTE: The Variance Application Fee is NOT required for a fence where the golf course manager agrees to allow the fence to be installed less than fifty (50) feet from the property line adjoining the Golf Course. [Unit 1 & 2 only]

River Crossing Property Owners' Association
Application to the Architectural Control Committee for Variance

This REQUEST form is to be completed by the Property Owner and submitted to the Architectural Control Committee (ACC) for review and possible approval. This form is to be used to request a variance from the River Crossing Declarations and/or Rules and Regulations. Be sure to complete this application IN FULL.

Name: _____ Property Address: _____

Phone Number: _____ E-Mail Address: _____

Type of Variance requested: Please describe variance requested along with applicable section of the River Crossing Declaration and/or Construction Plan Guidelines, and the reason for requesting the variance.

I understand that there is a non-refundable application fee of **\$750** to cover legal fees, recording fees, and administrative expenses. Please write "ACC Deposit" in the memo section. If you are mailing the check, please include a copy of the check with your submittal. This fee is required at the time of the application submission. There's additional time required to review variance requests.

Signature: _____ Date: _____

Please submit your request to:
River Crossing POA
c/o Diamond Association Management & Consulting
14603 Huebner Road, Building 40
San Antonio, Texas 78230
Office: 210-561-0606 Fax: 210-690-1125
Email: acc@damctx.com
cc: acc@rivercrossingpoa.com

Section 15

Trash Container Enclosures

River Crossing Declaration of Covenants, Conditions and Restrictions (DCCR) require *“Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.”*

Any enclosure/screen must be (1) limited in size to that necessary to block the view of the residence trash container(s) from the street(s) and (2) made of materials and in colors harmonious with the residence and other structures on the property. Owners are encouraged to contact the ACC if they have questions.

Other, larger enclosures and screens are addressed in other Sections of these Guidelines (sheds & fences).

There are a number of “kits” available to assemble; made of plastic, resin, wood and other materials. Assembly and placement of these enclosures do not require ACC approval.

If trash enclosures and/or screening walls are constructed, these improvements require ACC approval. Submit Section 1 Property Information, diagram of the proposed location, dimensions of the enclosure/screen, description of the materials used and color(s).

No deposit is required. Owner must notify the ACC when any enclosure/screen is complete, whether an initial application was required, or not.

Landscaping may be used for screening and ACC involvement isn’t required.

If None of the Guidelines Fit

If you find that your improvement is not listed in the table of contents or if you need assistance in completing the application package, you can request assistance from the ACC before submission of your application. Send an email to acc@rivercrossingpoa.com with your project information and they will help you.

Attachment 1

ACC Construction Completion Inspection Checklist

Owner / Builder Name: _____

Address / Lot Number: _____

Notification of Construction Completion Date: _____

1. Driveway transition to the public street completed with hot mix asphalt
2. No damage to street or adjoining property
3. Debris, pallets and construction material removed from property
4. No debris/trash in public right-of-way or on adjoining property
5. Temporary construction fences removed
6. Portable toilet removed from property
7. Commercial dumpster removed from property
8. Concrete washout removed from property
9. Builder/Realtor sign removed from property
10. Conforms to ACC approved documents
11. Recommend homeowner installs a reflective Street Number Sign available from Bulverde/Spring Branch Fire & EMS. <https://www.bsb911.com/online-store> (830-228-4501)

Site Inspection Completion Date: _____

i. Approved: _____ Declined: _____ Deferred: _____

ii. Inspected by: _____

Attachment 2

River Crossing POA and the City of Bulverde Agreement

River Crossing entered into a twenty (20) year 'In Lieu of Annexation Agreement' with the City of Bulverde in May 2007. This agreement requires River Crossing comply with the City's building ordinances and practices. The City of Bulverde established a Dark Sky Ordinance in 2003 which applies to River Crossing by virtue of this agreement. The Bulverde ordinance can be found on this RCPOA website under the 'Informational Documents' tab.

Attachment 3

Remodel and Renovation Projects

The Architectural Control Committee desires to collaborate with you for a great remodel and renovation experience. This process will protect you by ensuring you're aware of all the guidelines and rules of who/what/when/where/how work can be accomplished and will shield you from nuisance complaints during the project. The process also protects your adjacent neighbors and other community members from excessive noise, dust, and debris, and inconvenience.

1. Will your project require demolition and generate debris such that a commercial dumpster on site makes sense?
☐ Yes ☐ No
2. Will you have multiple trades working on the project, e.g. painters, plumbers, electricians, flooring, etc?
☐ Yes ☐ No
3. Will the project require use of power tools in an exterior area of the home (garage/driveway?), e.g. tile cutter, table saw, circular saw?
☐ Yes ☐ No
4. Will a porto-potty be installed on site? ☐ Yes ☐ No
5. Will the project remove, replace, or alter any current exterior feature or improvement on the property?
☐ Yes ☐ No
6. Will the project exceed 15 calendar days from commencement to completion?
☐ Yes ☐ No
7. Will the project require permits from Comal County, Utility Companies, or any third party authority?
☐ Yes ☐ No
8. Will the project require commercial delivery of materials? And if so, will those materials be stored outside prior to their use? ☐ Yes ☐ No

If you answered "Yes" to 3 or more of the conditions above, then you may have a project that should have the participation of the ACC to give you the utmost protection and assistance on the project. Kindly contact the ACC at ACC@RiverCrossingPOA.com for a more detailed analysis of your project's needs and how we can collaborate with you for a great project!

Attachment 4

SECURITY MEASURES

1. ACC Application Required. Before any security measure contemplated by Section 202.023(a) of the Texas Property Code (“Code”) is constructed or otherwise erected on a Lot, an ACC application must be submitted to the ACC and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner’s ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

2. Type of Fencing. The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

a. Security measure fencing generally

(i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur-de-lis, points, spears (of any shape or design), and gate toppers of any type.

(ii) Unless otherwise provided by the Association’s dedicatory instruments, chain link, brick, concrete, barbed wire, vinyl, stone and electrified security measure fencing is expressly prohibited and will not be approved by the ACC.

(iii) No vines or vegetation shall be allowed to grow on security measure fencing.

b. Non-Golf Course Lots

- (i) All walls or fences must be constructed of wood, metal pipe/tube, masonry, masonry veneer, wrought iron or a combination thereof.**
- (ii) All wood fences (except cedar and redwood) must be painted or stained, and the color must be approved by the ACC. Only milled/finished type lumber is permitted.**
- (iii) All fences shall be a minimum of 4' and a maximum of 6.5' in height.**
- (iv) NO barbed, smooth, hog, chicken or like material/wire fencing is permitted on property.**
- (v) The ACC may allow an Owner to attach 12-gauge wire fence (or larger wire size) to INSIDE bottom portion of approved fencing but not to exceed 48" in height.**
- (vi) All wood (non-privacy) or pipe fences greater than 4 feet high, with or without wire, must have a minimum of 3 rails facing the street and 2 rails facing the side and rear of the lot. On corner lots, the three-rail segment will be installed toward the street adjacent to the principal residence entrance. (Effective 2-15-08, all wrought iron fences must have 2 rails on all sides). Fences four feet high will require a minimum of two rails on all sides.**
- (vii) Chain link fences will not be allowed as perimeter fencing but may be used for dog runs so long as they are out of sight of the street and/or golf course and approved by the ACC.**
- (viii) Gates are to be constructed per the same guidelines as provided for fences and shall match the remainder of the fence. Prefabricated galvanized pipe gates are not permitted.**

c. Golf Course Lots

- (i) All walls and fences must be constructed of wrought iron, masonry (stucco, brock, rock or any combination) or a combination thereof.**
- (ii) All fencing fronting the River Crossing Club golf course must be set back at LEAST 50' from the property line. Note: The property owner may request a variance to this setback requirement without being required to pay a variance processing fee. The property owner must obtain a signed letter from the River Crossing Club granting their permission. This letter must be included in the submission.**
- (iii) All fences and walls shall be a minimum of 4' and a maximum of 6.5' in height.**

d. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.

e. Placement of fencing and/or security measures of any type must comply with Texas, Cities of Spring Branch and Bulverde and/or Comal County Regulations and Ordinances, if any.

f. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.

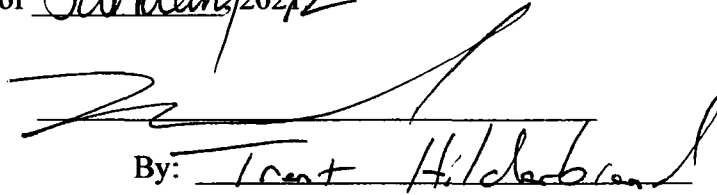
3. Burglar Bars, Security Screens, Front Door Entryway Enclosures. All burglar bars, security screens, and front door entryway enclosure shall be black or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

4. Location. A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access.

CERTIFICATE OF SECRETARY

I hereby certify that, as Secretary of the River Crossing Property Owners Association, the foregoing Construction Plan Guidelines for the Non-Gated Communities in River Crossing were approved on the 18th day of Nov., 2021, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 7 day of January 2022



By: Trent Hildebrand

Secretary

THE STATE OF TEXAS

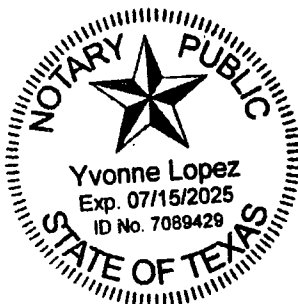
§

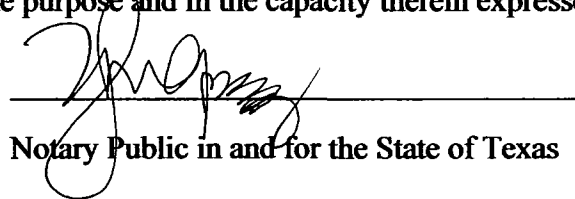
§

COUNTY OF COMAL

§

BEFORE ME, the undersigned notary public, on this 7 day of January, 2021 personally appeared Trent Hildebrand, Secretary of River Crossing Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/27/2022 10:51:26 AM
CHRISTY 66 Pages(s)
202206004210



