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AMENDED AND RESTATED BYLAWS
of
RIVER CROSSING PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

RECITALS

1. Bylaws for River Crossing Property Owners Association were previously adopted (the "**Prior Bylaws**").

2. The Board of Directors of River Crossing Property Owners Association (the "**Association**") desires to amend and restate the Prior Bylaws of the Association in its entirety.

NOW, THEREFORE, the Board of Directors of the Association hereby amends and restates the Prior Bylaws in its entirety. Upon recording these Amended and Restated Bylaws of the Association (these "**Bylaws**"), these Bylaws replace and supersede the Prior Bylaws.

WITNESSETH

1. NAME, MEMBERSHIP, AND DEFINITIONS

1.1 Name. The name of the corporation is **RIVER CROSSING PROPERTY OWNERS ASSOCIATION ("Association").**

1.2 Membership. The Association has one class of membership as set forth in the respective Declarations of Covenants, Conditions and Restrictions for River Crossing Units One, Two, Three, Four, Five, Six, Seven and Eight, and The Overlook at River Crossing, as such documents have been amended or supplemented (collectively referred to as the "**Declaration**"), the terms of which membership are incorporated by reference herein.

1.3 Definitions/Gender. All other capitalized terms used in the Bylaws have the same meanings as that set forth in the Declaration, unless otherwise provided. Pronouns, wherever used in these Bylaws, include all persons regardless of gender.

2. MEETINGS OF MEMBERS

2.1 Place of Meetings. Meetings of the Association will be held at the principal office of the Association or at such other suitable place as may be designated by the Board of

Directors either in River Crossing or as convenient to the Members as possible and practical.

2.2 Annual Meetings. The annual meeting of Members will be held during the month of October each year on a date and at a time designated by the Board of Directors.

2.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or on written request of Members representing ten percent (10%) of all votes of the Association. The notice of any special meeting must state the date, time, and place of such meeting and the purpose thereof. No business may be transacted at a special meeting except as stated in the notice.

2.4 Notice of Meetings. It is the duty of the Secretary to send to the Owner of each Lot written notice of each annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Such notice may be delivered personally, by mail, by facsimile, and to the extent expressly authorized by statute, by electronic message. If a Member desires that notice be given at an address other than the Lot, the Member must provide the alternative address for the purpose of receiving notice in writing to the Secretary. Notice by facsimile must be sent to the facsimile number provided to the Association in writing by that Member. For an election or vote to be taken at a meeting of the Members, notice must be served not less than ten (10) nor more than sixty (60) days before the meeting. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail, first class postage pre-paid, addressed to the Member. If faxed, the notice will be deemed to be delivered as of the date and time shown on a written confirmation that the facsimile was successfully transmitted. If sent by electronic message, the notice will be deemed to be delivered as provided by applicable statute. The Board of Directors may use any other means to deliver a notice of a meeting that may become available with advancements in technology, provided that notice by such means is authorized by statute. Notwithstanding anything contained herein to the contrary, the Association may use an alternative method that may be used to provide notice to Members provided that the Member to whom the notice is provided has affirmatively opted to allow the Association to use the alternative method of providing notice.

For an election or vote of Members not taken at a meeting, the Association must give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice must be given not later than the twentieth (20th) day before the latest date on which a ballot may be submitted to be counted.

2.5 Waiver of Notice. Waiver of notice of meeting of the Members will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, will be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at such meeting unless objection to the calling or convening of the meeting is raised before the business (of which proper notice was not given) is put to a vote.

2.6 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, either in person or by proxy, the presiding officer may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the adjourned meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Members. If a time and place for reconvening the meeting is not fixed by those in attendance at such an adjourned meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting will be given to Members in the manner prescribed herein for a first called meeting.

2.7 Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast ten percent (10%) of the votes of the membership as of the time of the meeting constitutes a quorum for authorization of any action, except as may otherwise be provided in the Declarations, the Articles of Incorporation, or these Bylaws.

2.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy must be revocable and will automatically cease upon (i) conveyance by the Member of the Member's interest in a Lot; (ii) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (iii) receipt of written revocation; or, (iv) expiration of eleven (11) months from the date of the proxy. In the event a Member executes more than one (1) proxy, the proxy with the most current date will be valid. Proxies not delivered prior to the start of any meeting will not be valid.

2.9 Conduct of Meetings. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

2.10 Action Without a Meeting. The President will preside over all meetings of the Association and the Secretary, or another person designated by the Secretary, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

3. MEMBER VOTING RIGHTS

The voting rights of the Members will be as set forth in the Declaration; provided that, all Members have the right to vote in the election of Directors and on any matter concerning the rights or responsibilities of Members. Members may vote in person or by proxy or, if implemented by the Association, by absentee ballot or by electronic ballot.

4. BOARD OF DIRECTORS - COMPOSITION AND TERM OF OFFICE

4.1 Number. A Board of not less than three (3) and not more than five (5) Directors will govern the affairs of the Association. The number of positions on the Board of Directors may be increased or decreased by a majority vote of the Board of Directors; provided that, the number of positions on the Board of Directors may not be less than three (3). Provided further that, a decrease in the number of positions on the Board may not shorten the term of an incumbent Director.

4.2 Composition. All Directors must be Members of the Association. Not more than one (1) representative of a particular corporation or other entity that is a Member may serve on the Board at any given time. A Member is not eligible to serve on the Board of Directors if the Member has been convicted of a felony or crime involving moral turpitude within the last twenty (20) years and there is written, documented evidence of such a conviction from a database or other record maintained by a governmental law enforcement authority.

4.3 Term of Office. Each Director will be elected for a two (2) year term. The terms of the Directors are staggered.

4.4 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association at a special meeting called for that purpose or at an annual meeting. In the event of death, resignation, or removal of a Director, his successor will be selected by the remaining Directors of the Board and will serve for the unexpired term of his predecessor.

4.5 Compensation. No Director may receive compensation from the Association acting in such capacity. However, a Director may be reimbursed for his actual expenses incurred in the performance of Association business. A Director may receive compensation from the Association when taking action at the request of the Association other than in the capacity of Director. The Association may enter into an enforceable contract with a current Director, a person related to a current Director within the third degree by consanguinity or affinity, a company in which a current Director has a financial interest in at least 51 percent of profits, or a company in which a person related to a current Director within the third degree by consanguinity or affinity has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

(a) the Director, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Director, relative, or company, if reasonably available in the community;

(b) the Director:
   (1) is not given access to the other bids;
   (2) does not participate in any board discussion regarding the contract; and
   (3) does not vote on the award of the contract;

(c) the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Directors who do not have an interest governed by this subsection; and

(d) the Board certifies that the other requirements of this subsection have been satisfied by a resolution approved by an affirmative vote of the majority of the Directors who do not have an interest.

5. BOARD OF DIRECTORS—NOMINATION AND ELECTION

5.1 Candidates for Election to the Board. With respect to any position on the Board of Directors to be filled by a vote of the Members, all Members have the right to run for such position on the Board of Directors. Each year, at least sixty (60) days prior to the date of the annual meeting of the Members, the Association must send notice to all Members of the number of positions on the Board to be filled by election at the upcoming annual meeting and the right of all Members to run for a position on the Board. The notice must specify a date by which a Member must submit his/her name as a candidate for election to the Board; the date for a Member to submit his/her name as a candidate may not be earlier than the tenth (10^{th}) day after the date the Association sends the notice. The notice may be mailed to each Member or provided by (a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members in a place located on the Association's common areas or (b) on an Internet website maintained by the Association, and by sending notice by e-mail to each Member who has registered an e-mail address with the Association. The Association must be notified by the Member who desires to run for a position on the Board, not by another Member, to confirm the Member's desire to run for election and to serve on the Board. All Members who notify the Association by the stipulated deadline will be candidates whose names will be included in the notice of annual meeting sent to all Members and on the absentee or other ballot. A Member who does not submit his/her name by the deadline set forth in the Association's notice may thereafter notify the Association of his/her desire to run for election to the Board and, in that event, the Member will be a candidate for election to the Board. However, the Association will not be obligated to send a supplemental notice to all Members advising of the names of any candidates who submit their names after the deadline in the Association's notice. Provided that, if any notice is thereafter sent or published by the Association which includes a list of candidates for election to the Board, the list must include the names of all candidates. Nominations for election to the Board may be made by a nominating or other committee of the Association, whose chairman and members will be appointed by the Board of Directors. A Member may notify the Association of the Member's desire to run for election to the Board of Directors at any time prior to the deadline for submitting votes. A Member may not nominate another Member as a candidate for election to the Board unless the Member to be nominated is present at the annual meeting and confirms his/her desire to be a candidate for election to the Board.

5.2 Election. The election of the Board of Directors will be conducted at the annual meeting of the Association. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws and the Declaration. Voting for Directors will be by written and signed ballots; provided that, in the event of an uncontested race, written and signed ballots are not required. Persons receiving the highest number of votes will be elected. Cumulative voting is not permitted. Tabulation of the votes should be completed by the management company representative. Newly-elected Directors will begin their term immediately following the Annual Meeting with a short organizational meeting of the Board for the purpose of electing officers.

5.3 Recount of Votes.

(a) Any Member may request a recount of votes of an election. A request for a recount must be submitted not later than the 15th day after the ~~later of the~~ date of the meeting of Members at which the election or vote was held or the date of the announcement of the results of the election or vote. A demand for a recount must be submitted in writing either:

(1) by verified mail or by delivery by the United States Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate filed under Section 209.004; or

(2) in person to the Association's managing agent as reflected on the latest management certificate filed under Section 209.004 or to the address to which absentee and proxy ballots are mailed.

(b-1) The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes under Section (c) and must send an invoice for the estimated costs to the requesting owner at the owner's last known address according to association records not later than the 20th day after the date the association receives the owner's demand for the recount.

(b-2) The owner demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the owner.

(b-3) If the invoice is not paid by the deadline, the owner's demand for a recount is considered withdrawn and a recount is not required.

(b-4) If the estimated costs under Subsection (b-1) are lesser or greater than the actual costs, the Association must send a final invoice to the owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the owner, any additional amounts not paid to the association before the 30th business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund. The refund must be paid to the owner at the time the final invoice is sent under this subsection.

(c) Following receipt of payment under Subsection (b-2), the Association must, at the expense of the owner requesting the recount, retain for the purpose of performing the recount the services of a person qualified to tabulate votes under this subsection. The Association must enter into a contract for the services of a person who:

(1) is not a member of the association or related to a member of the Association's board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and

(2) is:

(i) a current or former county judge; county elections administrator; justice of the peace; or county voter registrar; or

(ii) a person agreed on by the association and each person requesting the recount.

(d) On or before the 30th day after the date of receipt of payment for a recount in accordance with Subsection (b-2), the recount must be completed and the Association must provide each owner who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the Association must reimburse the requesting owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

6. BOARD OF DIRECTORS - MEETINGS

6.1 Regular Meetings. Regular meetings must be held at such date, time and place as determined from time to time by a majority of the Directors. The frequency of regular meetings will be as deemed necessary and appropriate by the Board of Directors. The Board of Directors may participate in and hold a regular or special meeting by means of:

(a) conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other; or

(b) another suitable electronic communications system, including video conferencing technology or the Internet, only if:

(1) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and

(2) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant;

(3) all Directors may hear and be heard by every other Director;

(4) except for any portion of the meeting conducted in executive session, all Members in attendance at the meeting may hear all Directors and Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Director to participate; and

(5) the notice of the meeting includes instructions for Members to access any communication method required to be accessible under subsection (iv) above.

Participation in a meeting by conference telephone or similar communication or video conferencing technology or the Internet will constitute presence in person at such meeting except where a Director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. The Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to the Members, if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to the Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. Provided further that, the Board may not take action without prior notice to the Members on any matter prohibited by law to be taken without prior notice to the Members, unless done in an open meeting for which prior notice was given to the Members.

6.2 Special Meetings. Special Meetings of the Board of Directors will be held when called by the President of the Association, or by majority of the Board of Directors. The notice of a Special Meeting must specify the date, time, and place of the meeting and the nature of any special business to be considered. The notice must be given to each Director by anyone of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile, or (d) if authorized by statute, by email. All such notices must be given or sent to the Director's address, email, or facsimile number as shown on the records of the Association. Notices sent by first class mail must be deposited into a United States mailbox, at least three (3) days before the time set for the meeting. Notices given by personal delivery, email, or facsimile must be delivered or given at least three (3) days before the time set for the meeting. The provisions in Section 6.3, below, relating to notice to the Members are applicable to a special meeting of the Board of Directors.

6.3 Notice of Board Meetings. The Board of Directors must give Members notice of Board meetings (regular and special), including the date, hour, place, and general subject of the Board meeting, including a general description of any matter to be brought up for deliberation in closed executive session. A notice of meeting must be:

(a) mailed to all Members at least ten (10) days before the date of the meeting; or

(b) provided at least seventy-two (72) hours before the meeting by:

    (1) being posted in a conspicuous location, either in the common areas or on the Association's website; and

    (2) being emailed to all Members who have registered their email addresses with the Association.

It is a Member's duty to register and keep an updated email address with the Association.

6.4 Action Without a Formal Meeting. The Board of Directors may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to Members, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. The reasonable opportunity for a Board member to express an opinion and vote may be not less than twenty-four (24) hours or more than seventy-two (72) hours. Any action taken without notice to Members under this section must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The board may not, unless done in an open meeting for which prior notice was given to owners consider or vote on:

(a) fines;

(b) damage assessments;

(c) initiation of foreclosure actions;

(d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(e) increases in assessments;

(f) levying of special assessments;

(g) appeals from a denial of architectural control approval;

(h) a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;

(i) lending or borrowing money;

(j) the adoption or amendment of a dedicatory instrument;

(k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent;

(l) the sale or purchase of real property;

(m) the filling of a vacancy on the board;

(n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or

(o) the election of an officer.

6.5 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, will be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum of the Board of Directors is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting will also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice thereof.

6.6 Conduct of Meetings. A chairperson will preside over all meetings of the Board of Directors and the Secretary must keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

6.7 Open Meetings. All regular and special board meetings must be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board of Directors. Provided that, if a Member unreasonably disrupts a meeting of the Board of Directors or repeatedly interrupts the discussion between Directors, the Board of Directors will have the authority, after an initial warning, to cause that Member to be removed from the meeting.

6.8 Executive Session. The Board of Directors may adjourn a regular or special board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

6.9 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board of Directors.. The quorum must be present at the time of every act performed or decision made by a majority of Directors present at a duly held meeting. If any meeting of the Board cannot be held because a quorum is not present, either in person or by proxy, the President may adjourn the meeting and reconvene at a time not less than five (5) days and not more than thirty (30) days from the time the original meeting was called. If a time and place for reconvening the meeting is fixed by those in attendance at the original meeting, further notice of the time and place for reconvening the meeting is not required to be given to the Directors. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting must be given to the Directors in the manner prescribed for the original meeting. At such reconvened meeting, whether or not a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice, provided that any action taken must be approved, in writing, by at least a majority of the Directors required to constitute a quorum at the original meeting.

7. BOARD OF DIRECTORS - POWERS AND DUTIES, MANAGING AGENT

7.1 Powers and Duties. The Board of Directors will be responsible for the affairs of the Association and will have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these Bylaws director to be done and exercised exclusively by the Members.

The President will have the authority to act on behalf of the Board of Directors on all matters relating to the duties of any managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors will have the power to, and will be responsible for, the following (by way of explanation, but not limitation):

(a) Preparing and adopting an annual budget;

(b) Levying assessments as provided for in the Declaration to defray Association expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments, if any, of the Annual Maintenance Charge. Unless otherwise determined by the Board of Directors, the Annual Maintenance Charge will be collected annually in advance.

(c) Providing for the operation, care, upkeep, and maintenance of all of the common areas.

(d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the common areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties.

(e) Collecting any assessments provided for in the Declaration, depositing the proceeds thereof in a bank depository, which it will approve, and using the proceeds to administer the Association.

(f) Making and amending rules and regulations for the Association.

(g) Opening bank accounts on behalf of the Association and designating the signatories required.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of the common areas in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing, by legal means, the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings, which may be instituted on behalf of or against the Members concerning the Association.

(j) Obtaining and carrying insurance against casualties and liabilities, including directors' and officers' liability insurance, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association or its Members and not directly chargeable to Members.

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records must be kept in accordance with generally accepted accounting practices, and must be available as required by Texas law.

(m) Providing, upon request, information to Members, mortgagees and prospective purchasers of Lots concerning, by way of example and not limitation, the status of the Association, the status of payment of assessments and related charges on a Lot and the status of compliance with the provisions of the Declaration, and charging a reasonable fee sufficient to cover the expense associated with providing such information.

(n) Charging a reasonable fee sufficient to cover the expense associated with changing the records of the Association upon the transfer of title to a Lot, as further provided in the Declaration.

(o) Adopting policies and procedures deemed necessary and appropriate for the administration of the Association and the conduct of the Directors and officers of the Association, the employees of the Association, if any, and persons serving on behalf of the Association in volunteer capacities.

(p) Enforcing rules and regulations for the Association.

(q) Suspend the right to use the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction or published rules and regulations;

(r) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and

(s) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

(t) Hear and rule on the appeal of property owners who have been advised of a covenant/guideline violation. Property owners will be advised in writing of the right to appeal at the time they are notified of a covenant/guideline violation.

(u) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(v)As an option to enforce the lien, seek foreclosure of same, against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

7.2 Managing Agent.

(a) The Board of Directors may employ for the Association a professional managing agent or agents, or manager, at a compensation rate established by the Board of Directors, to perform such duties and services, as the Board of Directors may authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs (a), (b), (f), (g), and (i) of Section 7.1 of this Article.

(b) If a managing agent or manager is hired, the following management standards of performance will be followed, unless the Board, by resolution, determines otherwise:

(1) Two (2) or more persons must be responsible for handling cash, or its equivalent, in order to maintain adequate financial control procedures;

(2) Cash accounts of the Association must not be commingled with any other accounts;

(3) No remuneration may be accepted by the manager or managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;

(4) Any financial or other interest which the managing agent or manager may have in any firm providing goods or services to the Association must be disclosed promptly to the Board of Directors; and

(5) A quarterly or more frequent financial report, as may be determined by the Board, must be prepared for the Association containing:

(i) an income statement reflecting all income and expense activity for the period of time since the last financial report;

(ii) an account activity statement reflecting all receipt and disbursement activity for the period of time since the last financial report;

(iii) a budget comparison report reflecting the status of all income and expense accounts in an "actual" versus "projected" budget format;

(iv) a balance sheet reflecting account balances as of the end of the period of time since the last financial report (this balance sheet must include an aged receivables report or other report deemed appropriate by the Treasurer);

(v) a balance sheet as of the last day of the Association' fiscal year and an operating statement for said fiscal year which must be distributed within ninety (90) days after the close of any fiscal year to the Board;

(vi) a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves by ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and

(vii) a delinquency report listing all Members who have been delinquent during the period of time since the last financial report in paying any assessments due as provided in the Declaration and who remain delinquent at the time of report, and describing the status of any action to collect such assessments which remain delinquent.

8. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of the Association will be President and Vice President, who must at all times be Members of the Board of Directors, and Secretary, and Treasurer. The Board of Directors may select, appoint and/or remove other officers, as it deems appropriate, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors.

8.2 Election of Officers. The officers of the Association will be elected annually from within and by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Members.

8.3 Term. Each officer will hold office for a term of one (1) year unless he sooner resigns, is removed, or becomes otherwise disqualified to serve. An officer may be reelected for subsequent one (1) year terms.

8.4 Removal and Resignation. Any officer may be removed from office by a majority vote of the Board of Directors, at a duly called meeting of the Board at which a quorum is present, whenever in its judgment the best interest of the Association will be served thereby. An officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

8.5 Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy will serve for the unexpired term of the officer he replaces.

8.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

8.7 Duties. The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The duties of the officers are as follows:

> **8.7.1 President.** The Chief Executive Officer of the Association will be the President. The President will preside at all meetings of the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign all leases, mortgages, deeds, and other instruments, and will co-sign all checks and promissory notes.
>
> **8.7.2 Vice President.** The Vice President will act in the place of the President in the event of his absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required of him by the Board.
>
> **8.7.3 Secretary.** The Secretary must record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required of the Board by law.
>
> **8.7.4 Treasurer.** The Treasurer will have primary responsibility for the preparation of the budget, and, with the approval of the Board of Directors, may delegate all or part of the preparation and notification duties to a finance

committee, or a management agent. The Treasurer will receive and deposit in appropriate bank accounts all funds of the Association, and must disburse such funds as directed by resolution of the Board of Directors; must co-sign all checks and promissory notes of the Association; must keep proper books of account; must cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and must prepare an annual budget and statement of income and expenditures, a copy of which documents must be made available to each Member, and a report on which must be given at the regular meeting of Members.

8.8 Delegation of Duties. The Board of Directors has the power to employ a manager, independent contractors, and such other employees deemed necessary, and to prescribe their duties. This includes the delegation of duties, such as, but not limited to, the disbursement of funds, collection of members dues, record keeping, legal and accounting services, and enforcement of covenants violations.

8.9 Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association must be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

8.10 Checks. Except as otherwise provided in this section, all checks must be signed by the President and Treasurer or by such other person or persons as to be designated by the Board of Directors. The Board of Directors may authorize that checks for less than $1,000.00 only require the signature of one (1) officer, Director or other person designated by the Board of Directors.

8.11 Compensation. No officer may receive any compensation from the Association for acting in such capacity.

9. COMMITTEES

9.1 Appointment. The Board of Directors may appoint committees as it deems appropriate to perform functions designated by the Board when creating each committee.

9.2 Architectural Control Committee. The Association will have an Architectural Control Committee ("ACC") as provided in the Declaration. The ACC will consist of not less than three (3) and not more than seven (7) members, as determined by the Board of Directors.

9.2.1 Nomination and Election. ACC members will be nominated in advance and chosen by election by the Members at an annual meeting. Newly elected ACC members begin their term at the conclusion of the annual meeting.

9.2.2 Term of Office. Each ACC member will serve a two-year term. Such terms will be staggered such that the ACC is assured of approximately 50% of the Committee continuing with experienced members in each subsequent year.

9.2.3 Removal. An ACC Member may be removed from the Committee, with or without cause, by a majority vote of the Members of the Association at a duly called annual or special meeting. In the event of death, resignation, or removal of an ACC Member, his successor will be appointed by the Board of Directors and will serve for the unexpired term of his predecessor.

9.2.4 Reporting. The ACC will provide a quarterly report to include approved building plans, variances granted, and other ACC actions as appropriate, to the Board of Directors.

10. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the lesser of (1) the rate of six percent (6%) per annum or (2) the maximum rate permitted by law, and the Association may bring action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Owner's property. Interest, costs, and reasonable attorney's fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his Lot.

11. BOOKS AND RECORDS.

Books and records of the Association will be retained by the Association in accordance with the Association's Records Retention Policy. Each Member or Member's designated representative will have a right to either inspect the requested books and records before obtaining copies or to have the Association forward copies of the requested books and records in accordance with the Association's recorded Open Records Policy. Provided that, this provision will not require the Association to release or allow inspection of books and records that are not required by law to be released or inspected, as set forth in the Association's recorded Open Records Policy.

12. FISCAL YEAR

The fiscal year of the Association is the calendar year.

13. AMENDMENTS

These Bylaws may be amended by a majority vote of the Board of Directors or by vote of a majority of a quorum of Members present in person or proxy at a regular of special meeting, subject to the notice requirements provided in these Bylaws.

14. CONFLICTS

In the case of conflict between the Articles of Incorporation and these Bylaws, the articles will control; in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

15. INDEMNIFICATION

The Association must indemnify a Director, officer or committee member who was, is or is threatened to be named as a defendant or respondent in a proceeding to the extent indemnification is consistent with the Texas Business Organizations Code, as it now exists or may hereafter be amended.

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CERTIFICATION

I, Steward E. Rogers, 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 22nd day of August, 2017, with at least a quorum of Board members being present and remaining throughout, and being duly authorized to transact business, the foregoing Amended and Restated Bylaws of the Association were duly approved by a majority vote of the members of the Board.

RIVER CROSSING PROPERTY OWNERS ASSOCIATION

Date: 8-28-2017

By: [signature]

Printed Name: Steward E. Rogers

Its: Secretary

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on the 28th day of August, 2017 by Steward E. Rogers, Secretary of River Crossing Property Owners Association, on behalf of said corporation.

Gwen Pain

Notary Public in and for the State of Texas

GWEN PAIN
NOTARY PUBLIC - STATE OF TEXAS
ID# 131055677
COMM. EXP. 03-22-2021

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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