SCANNED

BYLAWS
OF
CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC.
as amended 2019

ARTICLE I
INTRODUCTION

The name of the corporation is CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, previously known as the Cross Mountain Ranch Homeowners Cooperative, hereinafter referred to as the "Association".

The principal office of the Association shall be located within Bexar County, Texas, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have meanings hereinafter specified:

Section 2.1 Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.2 Association. "Association" shall mean and refer to CROSS MOUNTAIN RANCH HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation formerly known as Cross Mountain Ranch Homeowners Cooperative.

Section 2.3 Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easements, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.4. Association Restrictions. "Association Restrictions" shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cross Mountain Ranch, as the same may be amended from time to time, together with the Certificate, Bylaws, and Association Rules from time to time in effect.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.

Section 2.6 Board. "Board" shall mean and refer to the Board of Directors of the Association.

Section 2.7. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as the same may be amended from time to time.

Section 2.8 Certificate. "Certificate" shall mean and refer to the Certificate of Formation of the Association, also known as the Articles of Incorporation, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be or have been amended.

Section 2.9 Declaration. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cross Mountain Ranch

and instruments applicable to the various units for the CROSS MOUNTAIN RANCH subdivision of Bexar County, as recorded at the following as augmented by any amendments thereto:

Section 2.10 Prior Restrictions. "Prior Restrictions" shall means and refer to the following collectively:

1. For Unit I, Volume 1934, Pages 552 through 558 of the Real Property Records of Bexar County, Texas,
2. For Unit II, Volume 2405, Pages 1493 through 1501 of the Real Property Records of Bexar County, Texas,
3. For Unit III, Volume 3028, Pages 1691 through 1698 of the Real Property Records of Bexar County, Texas,
4. For Unit IV, volume 3577, Pages 1861 through 1868 of the Real Property Records of Bexar County, Texas,

and as same are amended from time to time.

Section 2.11 CROSS MOUNTAIN RANCH. "CROSS MOUNTAIN RANCH" shall refer to that area which, in the aggregate, comprises the Properties as defined herein.

Section 2.12 Lot. "Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision maps or plats of the Properties.

Section 2.13 Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association as specified by the Board.

Section 2.14 Member. "Member" shall mean and refer to every record owner, whether one or more persons or entities, of fee simple title in any lot which is subject by covenants of record to assessment by the Association, and shall include contract sellers but shall not include persons or entities holding an interest merely as security for the performance of an obligation. For example, if three persons together own one such lot, then (i) the three persons together shall be deemed to be one member; and (ii) such three persons must determine among themselves how to cast the one vote attributable to such lot in connection with any vote of members.

Section 2.15 Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.16. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.17 Owner. "Owner" or "Owners" shall mean the person(s), entity or entities holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

Section 2.18 Good Standing. "Good Standing" shall mean members whose annual dues are current and who are not in violation of the Declaration.

Section 2.19 Properties. "Properties" shall mean and refer to that certain real property described in the Declaration and any amendment, supplementation, or extension thereof.

Unless otherwise defined in these Bylaws or the context otherwise requires, each term used in these Bylaws with its initial letter capitalized which has been specifically defined in the Declaration and not otherwise

specifically defined in this Article II shall have the same meaning herein as given to such term in the Declaration.

ARTICLE III
MEETINGS OF MEMBERS

Section 3.1 Place of Meeting

Meetings of the members shall be held at such places within Bexar County, Texas, as may be designated by the Board in the notice of the meeting.

Section 3.2 Annual Meeting

The annual meeting of members for the election of Directors and for the transaction of such business as may properly come before the members shall be held the second Thursday of October in Bexar County, Texas, or at such other reasonable time and place not more than 30 days before or after such date, as determined by the Board of Directors and as specified in the notice of such meeting. The annual meeting shall not be held on a Saturday, Sunday, or legal holiday.

Section 3.3 Special Meetings

Special meetings of the members may be called at any time by the President of the Association, by a majority vote of the Directors, or upon a petition signed by ten percent (10%) of the members who would be entitled to cast a vote or votes at such meeting.

Section 3.4 Notice of Meetings

At the direction of the Board, written notice of meetings of the Association will be given to the Members at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

Section 3.5. Voting Member List

The Board will prepare and make available a list of the Association's voting Members in accordance with the Texas Business Organization Code.

Section 3.5 Quorum and Mail Votes

3.5.1 The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws.

3.5.2 The Secretary of the Association shall send to the members, with the notice of any meeting, a copy of any proposal to be voted on at such meeting, and each vote cast by mail shall be counted together with those cast at the meeting, to the extent that the mail vote is received by the Association on or before the start of the meeting.

3.5.3 All mail votes cast in the manner set out above shall be counted when determining the existence of a quorum.

Section 3.6 Proxies

Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Lot to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes.

Section 3.7 Conduct of Meetings

The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. Votes should be tallied by tellers appointed by the person presiding over the meeting.

Section 3.8 Order of Business

Unless the notice of meeting states otherwise or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Election of Directors (when required)
- Unfinished or old business
- New business

Section 3.9 Adjournment of Meeting

At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

Section 3.10 Action without Meeting

Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by the Texas Business Organization Code, which may include hand delivery, United States Mail, facsimile, e-mail, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of Directors.

ARTICLE IV
MEMBER VOTING

Section 4.1 Member voting

Each member, regardless shall be entitled to cast one (1) vote on each issue submitted to the members. In accordance with Texas Property Code Chapter 209, members who are not in good standing may not be denied the right to vote; however, members who fail to be in good standing may lose other privileges as allowed by law.

Section 4.2 Cumulative Voting

Cumulative voting shall not be permitted.

Section 4.3 Majority Voting

A majority of the votes cast by the members, present in person or by mail, in connection with a meeting for which a quorum has been obtained, shall be necessary for the adoption of any matter by the members, unless a greater proportion is otherwise required by these Bylaws, the Certificate, the Declaration, or the Property Code.

Section 4.4 Tie Vote

In the event of a tie, the vote of the President of the Association shall be counted twice, so as to break the tie.

ARTICLE V
BOARD OF DIRECTORS

Section 5.1 Number of Directors

The affairs of the Association shall be governed by a Board of Directors which shall consist of no less than five (5) persons.

Section 5.2 Election

Members of the Board of Directors shall be elected at large by members of the Association.

Section 5.3 Qualifications of Directors

A director shall be a member of the Association at the time of nomination and election. If the Board of the Association is presented with written documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to further serve on the Board of the Association, and is automatically considered removed from the Board and prohibited from future service on the Board. Any person who cohabitates at the same primary residence with a member of the Board is ineligible to serve on the Board.

Section 5.4 Nomination

5.4.1 Nomination for election to the Board shall be made in writing on the form approved and provided by the Nominating Committee (which shall be appointed each year by the Board). However, nomination may also be made orally from the floor at any annual meeting of members.

Written nominations shall include the written undertaking of the nominee to serve if elected. Written nominations shall be accepted until 60 days before the annual meeting by the election officer designated by the Board, and no written nomination shall be accepted thereafter.

5.4.2 The election officer shall check all nominations and shall disqualify from election any nominee not qualified for election or improperly nominated. In the event a nominee is disqualified by the election officer, he or she shall be immediately notified in person, by telephone or in writing of such disqualification and shall be entitled to attempt to remedy such disqualification within forty-eight (48) hours of such notification, in which case his or her nomination shall be accepted notwithstanding the initial disqualification. The decision of the election officer regarding disqualification shall be final.

5.4.3 Notice of election shall be included with the notice of annual meeting and nominees shall provide by specific deadline brief biographical information not exceeding 100 words in length and a picture to be distributed with such notice.

Section 5.5 Direction of Election

The Board shall, by resolution, designate one of its members not standing for re-election to the Board to serve as election officer for the annual election. The election officer shall receive written nominations as provided herein and shall administer the annual election. The election officer shall appoint in writing such assistants as are in his/her judgment required to conduct the election, but in no case shall less than two (2) assistants be designated. Such assistants shall not be paid for their services nor be members of the Board of Directors or a candidate for election thereto.

Section 5.6 Voting

5.6.1 Unless another form of voting is adopted at the annual meeting, election to the Board shall be by secret written ballot. The election officer shall prepare or cause to be prepared a written ballot listing in random order the names of nominees for election, said ballot shall also provide write-in space for the names of candidates nominated from the floor at the annual meeting.

5.6.2 Voting shall remain open for thirty (30) minutes after the announcement of the opening of the vote; provided, however that members present and waiting to vote at the end of the voting period aforesaid shall be afforded the opportunity to do so.

5.6.3 Voting and the counting of ballots cast shall be conducted by the election officer and his or her assistants. No mail votes for Directors received after the start of the meeting shall be counted. The election officer shall announce the results of balloting before the close of the annual meeting. The President of the Board shall announce only the names(s) of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates. The election officer shall thereafter certify in writing the results of the balloting, which results shall be countersigned by his or her assistants.

Section 5.7 Staggered Terms

No more than three (3) Directors shall be elected to the Board during any one year. Alternate years, no more than two (2) Directors shall be elected to the Board.

Section 5.8 Term of Office

Unless otherwise provided herein, each Director shall be elected for a term of two (2) years.

Section 5.9 Removal of Directors for Cause

If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Certificate, the Association Rules or these Bylaws, such Director may be removed by a majority vote of the remaining Directors.

5.9.1 Vacancies on Board of Directors

In the event a Director shall be absent from three consecutive meetings of the Board the Board may by resolution declare his or her office to be vacant, and in such case such Director shall be deemed to have resigned from the Board as of the adoption of such resolution. If the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

5.9.2 Removal of Directors by Members

A Director may be removed from the Board, at an annual or special meeting of members, by the vote of a majority of a quorum of members entitled to vote at such meeting. The notice of any Special Meeting for such purpose must state that the removal of the Director at issue shall be voted upon at the meeting. Such Director must be given the opportunity to answer his or her critics at such meeting, prior to the vote on the proposed removal.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 6.1 Regular Meetings

Regular meetings of the Board shall be held quarterly or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by the Board. Notice of such meetings shall be given to each Director at least seven days prior to each such meeting, and shall specify the place and time of such meeting. Notice of meetings of the Board shall also be given to each Member of the Association, either (a) at least ten days, and no more than sixty days, in advance of each meeting, by mail, or (b) at least seventy-two hours in advance, by email to those owners who have registered an email address with the Association and by posting the notice on an Internet website of the Association or a prominent physical location in Cross Mountain Ranch.

Section 6.2 Special Meetings

6.2.1 Special meetings of the Board shall be held when called by the President of the Board or by any two (2) directors. Notice of special meetings of the Board shall be given orally or in writing to each Director at least Twenty four (24) hours before any such meeting. Notice shall be deemed to have been given in writing when delivered to the present home address of a Director as shown on the records of the Association, or by email or other electronic means with confirmation of receipt of notice. Notice of special meetings of the Board shall also be given to each Member of the Association, either (a) at least ten days, and no more than sixty days, in advance of each meeting, by mail, or (b) at least seventy-two hours in advance, by email to those owners who have registered an

email address with the Association and by posting the notice on an Internet website of the Association or a prominent physical location in Cross Mountain Ranch.

6.2.2 Attendance at a special meeting by a Director shall constitute a waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.3 Open Meetings

Regular meetings of the Board shall be open to all members of the Association; provided, however, that members who are not members of the Board may not participate in any deliberation or discussion unless recognized by the Chair to so participate. Such recognition may be overruled by a vote of a majority of a quorum of the Board. The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, property matters, litigation in which the Association is or may become involved, and orders of business relating to matters which are or may be the subject of a claim or privilege or for any other purpose deemed appropriate in the discretion of the Board as allowed by law.

Section 6.4 Quorum

A majority of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board.

Section 6.5 Action Taken Without a Meeting

6.5.1 Emergency: Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members, except for those matters which must be decided at a meeting as required by Section 209.0051(h), Texas Property Code. Any action so approved shall have the same effect as if taken at a meeting of the Board, shall be evidenced by sworn affidavit and shall be documented in the minutes of the next regular Board meeting.

6.5.2 By Consent: Any action which may be taken at a meeting of the Directors may be taken without a meeting, except for those matters which must be decided at a meeting as required by Section 209.0051(h), Texas Property Code, if a consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be documented in the minutes of the next regular Board meeting.

6.5.3 By Conference, Telephone, or Similar Equipment: Any regular or special meeting of the Board may be held by means of conference telephone or similar communications equipment whereby all persons participating in the meeting and/or attending can hear and be heard by each other. Participation in such a meeting shall be deemed to be presence in person at the meeting.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers of the Board

The Board of Directors shall have the power to:

a) hire such personnel as are in the opinion of the Board necessary for the efficient and effective

operation of the Association and delegate to such personnel such of the rights, powers, and privileges of the Board as to the Board may seem necessary and advisable;

b) exercise the rights, powers, and privileges delegated to the Board herein, including the establishment of mandatory assessments to each member as allowed by the dedicatory instruments on file and/or as established by that prior Court order clarifying the power to assess charges to the members; exercise for the Association all powers, duties, and authorities vested in or delegated to the Association and not otherwise reserved to the members of the Association herein, or in the Articles, the Declaration, or the Property Code or Business Organizations Code as it relates to non-profits.

Section 7.2 Method of Exercise of Powers

The Board shall exercise its rights, powers, and privileges by majority vote, via written resolution whenever practical.

Section 7.3 Organization of the Board

The Board shall organize itself to exercise its rights, powers, and privileges and carry out it duties and responsibilities in such a manner as it shall, from time to time, determine and shall be authorized to organize, appoint, and regulate standing and select committees to advise the Board from time to time as seems prudent.

Section 7.4 Offices Of the Board

7.4.1 Election: The Board shall meet each year within fourteen (14) days following the annual meeting to elect a President, Vice President, Secretary and Treasurer who shall at all times be members of the Board. Officers of the Board shall serve for one (1) year unless they or any of them shall sooner resign, be removed or otherwise become disqualified to serve.

7.4.2 Removal: An officer may be removed from office at any time by the vote of a majority of the Board. An officer may resign at any time by giving written notice to the Board and such resignation shall be effective on the date of receipt of such notice or such later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 7.5 Compensation of Directors

No Director shall receive compensation for any service he or she shall render to the Association. Any Director may be reimbursed for his or her actual expenses incurred in the performance of designated duties.

Section 7.6 Duties of the Board

It shall be the duty of the Board to:

a) cause to be kept a complete record of all its acts and corporate affairs and to present an annual report thereof to the members at the annual meeting of the members;

b) supervise all Association officers and agents and to see that their duties are properly performed;

c) fix the amount of the annual assessment of each lot as provided herein and in the Declaration;

d) cause written notice of assessment to be sent to each owner subject thereto at least thirty (30) days before the date when payment of such assessment is due;

e) cause collection action to be taken to secure and collect delinquent assessments as provided herein and in the Declaration;

f) procure and maintain adequate liability, property, and casualty insurance on employees, and cause all officers or employees to be bonded, as it may deem appropriate;

g) carry out short term and long range planning and policy development for the Association;

h) supervise and direct the financial management and development of the Association;

i) direct the provision of services to members;

j) undertake to provide means of communications with Association members;

k) cause the enforcement of the Declaration.

Section 7.7 Recordkeeping

The Board shall ensure that a set of books for the Association is kept, according to standard accounting practices. A written report shall be submitted by the Board to the annual meeting of the Association, which shall include a balance sheet, and an income and expense statement.

Section 7.8 Annual Report

The Board shall prepare or cause to have prepared, within 120 days after the end of each fiscal year, a report of the Association's financial condition, sworn to by the President and the Secretary, which report shall be filed in the Association's registered office. The report shall state:

(a) the name and principal address of the Association;
(b) the names, addresses, and the date of expiration of the terms of the officers and directors of the Association,
(c) the receipt, expenditures, assets and liabilities of the Association for such fiscal-year.

ARTICLE VIII
OFFICERS

Section 8.1 Officers

8.1.1 Officers Generally: The offices of the Association shall be the President of the Board, Vice President, Secretary, Treasurer, and such other offices as the Board may from time to time create by resolution.

8.1.2 Offices of President and Secretary: The office of President and Secretary of the Association cannot be held by the same Director.

8.1.3 Offices of Vice President. Secretary, and Treasurer: The offices of Vice President, Secretary, and Treasurer of the Association may, but need not, be held by the same Director.

8.1.4 Special Appointments. The Board may elect such other officers and appoint committees as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.2 Removal or Resignation of Officers

Any officer may be removed from office by the Board at any time without cause, and may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.3 Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8.4 Duties of Officers

8.4.1 President: The President of the Board shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Board and of the members; shall in consultation with the Secretary set the agenda for all meetings of the Board and of the members; and with the approval of the Board shall appoint committee chairpersons. The President of the Board shall be at liberty to participate in all the discussions of the Board and vote on any motion thereof.

8.4.2 Vice President: The Vice President of the Board shall act in the place and stead of the President in his or her absence, or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

8.4.3 Secretary: the Secretary shall be the Chief Administrative Officer of the Association and shall record or cause to be recorded the proceedings of all meetings of the Board and of the members; serve or cause to be served notice of meetings of the Board and of the members; keep or cause to be kept appropriate records showing the members of the Association; and perform such other duties as may be required by the Board.

8.4.4 Treasurer: The Treasurer shall be the Chief Financial Officer of the Association and shall oversee the receipts and deposits in appropriate bank accounts all monies of the Association and shall oversee the disbursement of such funds as directed by resolution of the Board; shall keep or cause to be kept proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting.

ARTICLE IX
COMMUNITY MANAGER

Section 9.1 Appointment

The Board may employ or contract with a Community Manager to whom the Board may delegate such duties and responsibilities as are appropriate on such terms and conditions and with such compensation as the Board may determine. A corporation, limited liability company, or partnership may be appointed as Community Manager.

ARTICLE X
INDEMNIFICATION

Section 10.1 Liability and Indemnification

No member of the Board or any other officer or employee of the Association or member of any committee of the Association appointed by the Board shall be personally liable in his or her official capacity to any member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, the Association, the Board, or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith. In the event any action is brought against any such person or entity, the Association shall, to the fullest extent allowed by applicable law, indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. The Board shall be responsible to obtain insurance, to the extend practicable, to provide the indemnification described in this section.

ARTICLE XI
ASSESSMENTS

Section 11.1 Lien and Personal Obligation of Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration and these bylaws.

Section 11.2 Purpose of Annual Assessments

The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvements and maintenance of the common areas, if any, and of the homes situated within the subdivision. Annual assessments may include, and the Association may use the funds derived from annual assessments for the purposes following:

11.2.3 Social functions for members of the Association and their families.

11.2.5 liability insurance insuring the Association and its directors and officers against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

11.2.7 A Standard Fidelity Bond covering all members of the Board of Directors of the Association and all offices of the Association and, at the discretion of the Board, employees of the Association, in such amounts to be determined by the Board of Directors.

11.2.8 Security Services as may be deemed necessary in the opinion of the Board of Directors.

11.2.9 Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of the Declaration or by law, or for the benefit of the Association's members.

11.2.11 All of the above and foregoing services are listed for the purpose of showing what is within the authority of the Board of Directors, but not as an obligation of the Board of Directors or the Association. The Board of Directors shall not obligate the Association to provide any additional services without an affirmative vote of the members, and the Board of Directors shall not enter into any contract for services for duration in excess of one year.

Section 11.3 Assessments

11.3.1 The sum of no less than $ 85.00 per year, payable annually, will be paid by all lot owners per lot. Any increase in excess of 10% of the prior year's annual assessment proposed by the Board shall be authorized by the members at a duly noticed and quorumed meeting of members as provided for in Section III.

11.3.2 Additional assessments, which shall be charged members, shall be authorized by the members at a duly noticed and quorumed meeting of members, in such amounts as are necessary to cover the actual costs of services furnished and other authorized purposes of the Association, and shall not exceed such costs.

Section 11.4 Notice and Quorum for Action Authorized Under Section 11.3

Written notice of any meeting called for the purpose of authorizing annual or additional assessments shall be sent to all members as provided for in Section III.

Section 11.5 Uniform Rate of Assessment

Both annual and special assessments much be fixed at a uniform rate for all lots.

Section 11.6 Collection of Annual Assessments

Assessments are to be paid annually. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid, and shall, on or before July 15 of each year, cause to be recorded in the office of the County Clerk of Bexar County, a list of delinquent assessments as of that date.

Section 11.7 Effect of Nonpayment of Assessments; Remedies of the Association

Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall bear a late fee charge as specified in the Policy of Fees, Fines and Assessments to cover the Association's administrative costs in connection with the delinquency. If the assessment and late fee are not paid within ninety (90) days after the due date, including any grace period, the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the real property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 11.8 Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any purchase money mortgage, home equity mortgage, reverse mortgage, and bona fide mechanics liens. A sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XII
COMMITTEES OF THE BOARD OF DIRECTORS

Section 12.1 One Architectural Review Committee and One Restrictions Committee for Entire Subdivision

A single Architectural Review Committee (ARC) and a separate but single Restrictions Committee (RC) shall undertake all responsibilities assigned to each such Committee under each Declaration identified in these Bylaws. Each member of the ARC, and each member of the RC, must be a homeowner in Cross Mountain Ranch. When making a decision affecting a particular parcel of real property, the ARC and RC shall only take into consideration the Declaration applicable to such real property.

Section 12.2 Appointment of Members to ARC and RC Committees

The Architectural Review Committee and the Deed Restriction Committee shall be appointed by, and report to, the Board of Directors, as defined more thoroughly in the Declaration.

Section 12.3 Recording of Membership in ARC and RC Committees

The membership and Chair of each Committee shall be publicly available by contacting the Community Manager or President of the Association or by locating such information on the Association's website. When a membership change occurs, it will not be necessary to record the new membership of the ARC or RC, as applicable, in the Official Public Records of Bexar County, Texas, the Real Property Records of Bexar County, Texas, or any other public records.

Section 12.4 Other Committees of the Board Of Directors

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE XIII
BOOKS AND RECORDS

Section 13.1 Inspection

The books, records, and papers of the Association shall at all times during reasonable business hours be available for inspection by any member as set forth in the Texas Property Code. Copies may be charged as allowed by the stated recorded policies on file herein.

Section 13.2 Copies of Declaration, Articles, and Bylaws

Copies of the Declaration, Articles, and Bylaws of the Association shall be made available to any member at the principal office of the Association at a reasonable cost to be fixed from time to time by resolution of the Board.

Section 13.3 Minutes Generally

Minutes shall be kept of all meetings of the members, the Board, and committees of the Board.

Section 13.4 Content of Minutes

Minutes shall record motions made, resolutions adopted, decisions made, and actions taken and shall briefly summarize the discussions and deliberations of the meeting so as to provide appropriate background information. Minutes shall state whether or not a motion was carried unanimously, or was carried, or defeated, and in the case of Board meetings, shall identify those Directors voting for or against a motion, as well as those Directors abstaining from voting thereon.

Section 13.5 Adoption and Signature of Minutes

Minutes of a meeting of the members shall be presented to the members for adoption at the next meeting of the members. Upon adoption, the minutes shall be certified as correct by the then President and Community Manager. Minutes of a meeting of the Board shall be presented to the Board for adoption at the next regular meeting of the Board. Upon adoption, the minutes shall be certified as correct by the then President. Minutes of a meeting of a committee of the Board shall not require adoption nor certification.

ARTICLE XIV
CHECKS

Section 14.1 Signature of Checks

Checks in operating accounts for all authorized and budgeted expenditures may be signed by an authorized Board member or, if authorized by the Board, the Community Manager. Checks in operating accounts for all non-budgeted expenditures shall require Board approval and recorded in meeting minutes. Withdrawals from all reserve accounts shall be authorized by written and signed Board Resolution. Only members of the Board and the Community-Manager may be designated as authorized signatories on these accounts.

Section 14.1 Non-Profit Purpose

In order to preserve the non-profit status of the Association, neither the Board nor any member thereof shall do any act, authorize or suffer the doing an any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the Declaration, Articles, these Bylaws, the Texas Property Code, or Section 528 of the Internal Revenue Code, and any such act shall be *ultra vires* (beyond the authority of the board) and void.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Corporate Seal

The Board of Directors may, but shall have no obligation to, adopt a corporate seal.

Section 15.2 Registered Agent

The Registered Agent shall be the President of the Board or Community Manager, and a Statement of Change of Registered Agent and Registered Office shall be executed by the new President and filed with the Texas Secretary of State upon the election of a new President of the Association or contract with a new Community Manager.

Section 15.3 Execution of Documents

The Board may, except as otherwise provided in the Declaration, Certificate or these Bylaws, authorize any Director, officer or agent to execute any instrument or document in the name of and on behalf of the Association and affix the corporate seal thereto. Such authority may be general or confined to specific instances. Unless so expressly authorized by the Board through written resolution, no Director, officer, agent, or employee shall have any power or authority to bind the Association to any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 15.4 Fiscal Year

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year.

Section 15.5 Conflicts

These Bylaws are intended to comply with the Texas Property Code, the Declaration, and Articles of Incorporation. In case of an irreconcilable-conflict, such statute and documents shall control over these Bylaws.

Section 15.6 Replacement

These Bylaws supersede and completely replace any and all previous Bylaws and amendments thereto, and will be considered the official Bylaws of the Association.

ARTICLE XVI
AMENDMENTS

Section 16.1 Amendments

These Bylaws may be amended by a majority vote of the Board of Directors, and recorded in the minutes with the details of any amendments.

ATTEST/ACKNOWLEDGEMENT

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, after which a majority of the membership present at the Annual Meeting for which a quorum was present on October 17, 2019 voted to approve these amended bylaws.

President of the Association

James S. Balentine
Printed Name of President

Secretary of the Association

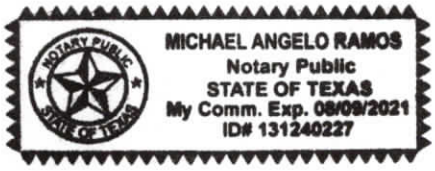
John Cairo
Printed Name of Secretary

STATE OF TEXAS

COUNTY OF BEXAR

I hereby certify that the forgoing instrument was acknowledge before me, the undersigned Notary, by James S. Balentine, President, Cross Mountain Ranch Homeowners Association, on the date of execution set forth above.

Notary Public, State of Texas

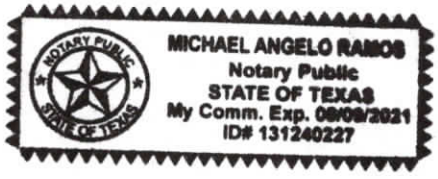


STATE OF TEXAS

COUNTY OF BEXAR

I hereby certify that the forgoing instrument was acknowledge before me, the undersigned Notary, by John Cairo, Secretary, Cross Mountain Ranch Homeowners Association on the date of execution set forth above.

Notary Public, State of Texas



MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm Exp. 08/09/2025
ID# 132240227

MICHAEL ANGELO RAMOS
Notary Public
STATE OF TEXAS
My Comm Exp. 08/09/2025
ID# 132240227



VG-76-2019-20190219915

File Information

FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20190219915
Recorded Date:	October 30, 2019
Recorded Time:	1:42 PM
Total Pages:	18
Total Fees:	$90.00

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
10/30/2019 1:42 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk