

**AMENDED AND RESTATED
BYLAWS
OF
CANYON CROSSING SECTION ONE PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE I

Name, Membership and Definitions

Section 1.1 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One originally recorded in the Official Public Records of Real Property in Montgomery County, Texas under Clerk's File No. 2005-127807 and Film Code No. 957-10-1713, *et seq.*, as amended (hereinafter referred to as the "Declaration"), unless the context shall prohibit.

Section 1.2 Name. The name of the association shall be Canyon Crossing Section One Property Owners' Association, Inc. (hereinafter referred to as the "Association"), a Texas non-profit corporation formed pursuant to Article V, Section 5.02, of the Declaration.

Section 1.3 Membership. Every person or entity who is an Owner of any Lot in Canyon Crossing, Section One and each Director of the Association shall be a member of the Association, ("Member") as is more fully set forth and subject to the requirements set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated by reference herein.

ARTICLE II

Association: Meetings, Quorum, Voting Proxies

Section 2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Association's Board of Directors ("Board").

Section 2.2 First Meeting and Annual Meetings. An annual or special meeting shall be held within one (1) year from the date that the Association is incorporated. Annual meetings shall be set by the Board to be held on the first Tuesday of August of each year at 8:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday (excluding Saturday and Sunday).

Section 2.3 Special Meetings. The President of the Board may call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or upon a petition signed by at least two-thirds (67%) of the Members' votes entitled to be cast in an election. The notice of any special meeting shall state the date, hour, place and general subject of such meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Section 2.4 Notice of Meetings. It shall be the duty of the Secretary of the Board to mail or to cause to be delivered (which may include delivery by electronic mail or other method(s) where allowed by Texas Property Code Section 209.0042 or other applicable laws) to the owner of record of each Lot a written notice of each annual or special meeting of the Association stating the date, hour, place and general subject of the meeting. If an Owner wishes notice to be given at an address other than that of his or its Lot or by some other method, he, she or it shall have designated by notice in writing to the Secretary such other address or method for providing notice. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) days nor more than sixty (60) days before a meeting.

Section 2.5 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 2.6 Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum later is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.7 Voting. The voting rights of the Members shall be as set forth in the Declaration and such voting rights are specifically incorporated herein. The Declaration provides that no Owner, whether one or more persons or entities, shall have more than one membership for each Lot owned, such that each Member shall have a vote or votes equal to the number of Lot or Lots owned by said Member. Certain votes must be cast in writing and signed by the Member voting, as set forth in the Texas Property Code, unless the Association adopts rules to allow for other voting procedures. Tabulation of voting and recounts, as may be requested, are also subject to the requirements set forth in the Texas Property Code.

Section 2.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her, or its Lot, or upon receipt by the Secretary of notice of the death or judicially-declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 2.9 Quorum. The presence, in person or by proxy, of ten percent (10%) of the Owners of Lots to which eligible votes appertain shall constitute a quorum at all meetings of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 3.1 Governing Body: Composition. The affairs of the Association shall be governed by its Board. No person and his or her spouse, co-tenant, joint owner, or roommate (*i.e.*, no two occupants of the same Lot) may serve on the Board at the same time. A Director of the Association is not required to be a resident of this state or a Member of the Association; provided, however, that at least one (1) member of the Board must be a resident within the Canyon Crossing Section One subdivision.

Section 3.2 Election and Term of Office. The Directors shall be elected at the annual meeting of the Members by a majority of the votes cast at such election by written ballot or proxy, unless voting is otherwise permitted pursuant to Section 2.7 of these Bylaws. Commencing with the 2016 annual meeting,

Directors shall hold office for two (2) year terms, with one (1) Director being elected in even-numbered years and two (2) Directors being elected in odd-numbered years (thus, one (1) Director elected in 2016 will serve from 2016-2018, then 2018-2020 and so on, and the other two (2) Directors elected in 2016 will serve from 2016-2017 and then be subject to election again in 2017 for the 2017-2019 term, 2019-2021 term and so on). Directors shall continue to serve in such capacity thereafter until their respective successors shall have been elected.

Section 3.3 Number of Directors. The Board shall consist of three (3) Members, and the Board shall have the authority to increase this number by amending these Bylaws.

Section 3.4 Nomination of Directors. Elected Directors shall be nominated by the Members. No later than ninety (90) days before the annual meeting, the Board shall send Members written notice of the opportunity to nominate candidates to serve on the Board. Such notice shall indicate that nominations must be made in writing and returned to the Secretary of the Board, or other designee approved by the Board, no later than sixty (60) days before the annual meeting. The Board shall subsequently send Members a copy of the written ballot, form of proxy, and/or other documentation approved by the Board to vote for Director candidates no later than thirty (30) days before the annual meeting. Proxies must be received by the Secretary of the Board no later than seven (7) days before the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.5 Vacancies and Removal. If the office of any Director becomes vacant between annual meetings by reason of death or resignation, the remaining Directors may, by majority vote, elect a Director in the place and stead of the one so dying or resigning, and any Director so elected shall hold office until the next annual meeting of the Members, and until his or her successor shall have been duly elected by the Members. Any Director may resign at any time. The Members shall have the right at any time to remove any Director of this Association, with or without cause, by majority vote of the Members entitled to vote on the election of Directors. If a Director be removed or if the number of Directors be increased, a Director to fill the vacancy or additional Directors shall be elected, by a majority vote of the Board of Directors, to hold office until the next annual meeting of the Members and until his, her, or their successors shall have been duly elected.

B. Board Meetings.

Section 3.6 Regular Meetings. The members of the Board shall hold a meeting immediately following the annual meeting of the Members and shall meet on at least a quarterly basis thereafter at such time and place as shall be determined by the Board. The Secretary shall give written notice of each regular meeting of the Board by either: (1) mail to each Member at least ten (10) days but no more than sixty (60) days before the date of the meeting; or (2) providing such notice at least seventy-two (72) hours before the meeting by (a) posting the notice in a conspicuous location within the Canyon Crossing Section One subdivision or on the internet, and (b) e-mailing such notice to all Members who have provided their e-mail address to the Association.

Section 3.7 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President or by any two (2) Directors. The notice requirements for special meetings shall be the same as those for regular meetings.

Section 3.8 Notice Not Required. As provided by the Texas Property Code, the Board may meet by any method of communication, including electronic and telephonic, without prior notice to Members, if each Director may hear and be heard by every other Director, or the Board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken without notice to 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.

Section 3.9 Quorum. A majority of the Directors of the Association shall constitute a quorum for the transaction of business at any regular or special meeting of the Board.

Section 3.10 Compensation. No Director shall receive any compensation from the Association for acting as such, but by resolution of the Board the Directors may be paid compensation in a reasonable amount for services and/or goods provided to the Association over and above those provided as a Director

or Officer and may be reimbursed for out-of-pocket expenses incurred by them on behalf of the Association.

Section 3.11 Open Meeting. All meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 3.12 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon 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. The nature of any and all business to be considered in executive session shall first be announced in open session and shall be summarized orally and placed in the minutes of the next regular or special Board meeting.

C. Powers and Duties.

Section 3.13 Powers. The Board shall be responsible for the affairs of the Association and shall 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 directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expense(s);
- (b) making assessments to defray the common expense(s), establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual and any special assessment(s);
- (c) providing for the operation, care, upkeep, and maintenance of all areas that are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association 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 the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to administer the affairs of the Association;
- (f) making and amending use restrictions and rules and regulations which are consistent with the rights and duties established by the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost(s) thereof;
- (j) paying the cost of all services rendered to the Association or its Members which are not directly chargeable to Owners;
- (k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

Section 3.14 Management Agent. The Board may employ for the Association a professional management agent or agent(s) at a compensation established by the Board to perform such duties and services as the Board shall authorize. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party without cause and without penalty, upon not more than ninety (90) days' written notice.

Section 3.15 Borrowing. The Board shall have the power to borrow money for the purpose of improvement, enhancement, repair, removal, reconstruction, or restoration of the Common Area and facilities without the approval of the Members of the Association.

Section 3.16 Enforcement Procedures. The Board shall not suspend a Member's right to use the Common Area, file a suit against a Member other than a suit to collect a regular or special assessment or foreclose under an Association's lien, charge a Member for property damage, or levy a fine for violation of the Declaration, the Bylaws or other rules and regulations of the Association (a Maintenance Charge, a Special Assessment, or other assessment or charge imposed pursuant to the Declaration, or a late charge on one of the preceding charges, shall not constitute a fine) unless and until the following procedure is followed:

- (a) Notice. Written notice of an alleged violation shall be served by certified mail upon the alleged violator. The notice must:
- (1) describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Member; and
 - (2) inform the Member that the Member:
 - (A) is entitled to ten (10) days to cure the violation and avoid the fine or suspension (unless the violation is "uncurable" as defined by law or the Member was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months);
 - (B) may request a hearing on or before the thirtieth (30th) day after the date the Member receives the notice; and
 - (C) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act if the Member is serving on active military duty;
- (b) Hearing. If a hearing is required, it shall be held before the Board in executive session of an upcoming regular or special meeting of the Board, and the alleged violator shall be given a reasonable opportunity to be heard including any statements, evidence, and witnesses which may be produced by the alleged violator at the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing.

Notwithstanding the foregoing, the Board or its designee may demand immediate abatement of any violation which, in the Board's determination, poses a danger to health, safety or property of Members of the Association. In the event the alleged violator fails or refuses to abate the violation and the health, safety or property risk continues, the Board, in its sole discretion, may take remedial action and impose all costs incurred in such remediation and any additional fines against the Member, subject to the Member's right to a hearing as outlined above. Further, all rights to have the fine, remediation costs, or other enforcement action(s) reconsidered are waived if a hearing is not requested on or before the thirtieth (30th) day after the date the Member receives notice of an alleged violation.

ARTICLE IV

Officers

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, all of whom shall be Directors. Any two or more offices may be held by the same person, excepting the offices of the President and Secretary.

Section 4.2 Elections, Term of Office, and Vacancies. The officers of the Association shall be selected annually by the Board at the first meeting of the Board following each annual meeting of the Members. A vacancy in any office arising because of death, resignation, removal, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 4.3 Removal. Any officer may be removed by the Board whenever, in its judgment, the best interest of the Association will be served thereby.

Section 4.4 President. It shall be the duty of the President to preside as chairman at all meetings of the Association and Board; to decide all questions of procedure and order; to prepare agendas for meetings; to enforce the Bylaws; to preserve order and decorum; to require all officers and members of the committees to perform their duties; to appoint all committee chairmen (except the Architectural Control Committee, hereinafter defined, which will be chaired by the Vice President); to sign all official documents of the Association; and to serve as the liaison (including routine communication, coordination and reporting) to all regulatory agencies with jurisdiction. He/she shall be an ex-officio member of all committees and generally perform all the duties appertaining to his/her office including the general powers and duties which are incident to the office of the president of a non-profit corporation organized under the Texas Business Organizations Code.

Section 4.5 Vice-President. It shall be the duty of the Vice-President to aid the President in the performance of his/her duties; and act as the presiding officer in the absence or inability of the President.

Section 4.6 Secretary. It shall be the duty of the Secretary to keep full and impartial records of the Association and the Board; to prepare and record minutes of meetings; to properly distribute Association and Board meeting notices (including maintaining a list of all Member e-mail addresses who have registered such addresses with the Association); to retain Treasurer records not otherwise in the possession of the Treasurer (such as historical accounting/bookkeeping records); to assist the President with required reporting and related correspondence to regulatory agencies; to coordinate communications with Members; to maintain an Association website (upon approval by the Board, possibly with the assistance of outside web hosting/consulting services approved by the Board); and to make all Association records available at all reasonable times for inspection by any Member in accordance with applicable state law. The Secretary shall, within five (5) days after retiring from office, deliver to his/her successor all records and other property in his/her possession belonging to the Association.

Section 4.7 Treasurer. It shall be the duty of the Treasurer to be the custodian of all Association funds; to keep a correct and faithful account of all receipts and expenditures; to manage and reconcile the bank accounts and financial records of the Association; to prepare an annual budget of the Association for review and approval by the Board at the annual meeting; to report quarterly to the Board and to report at all regularly scheduled meetings a full detail of all income and expenditures for the preceding reporting period (including a detailed report of balances of cash on hand as of the last day of the preceding reporting period, an up-to-date aged receivable list, and other items as required by the Board); to prepare annual tax returns and other required financial filings; to keep all current books and records of a financial nature belonging to the Association; and to make all Association financial records available at all reasonable times for inspection by any Member. The Treasurer shall, within five (5) days after retiring from office, deliver to his/her successor all monies, papers, records, account information and documentation, and other property in his/her possession belonging to the Association.

Section 4.8 Compensation. Officers of the Association shall receive no compensation for their services as an officer, but, by resolution approved by the Board, the officers may be reimbursed for out-of-pocket expenses incurred by them on behalf of the Association.

Section 4.9 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

Committees

Section 5.1 General. Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Section 5.2 Architectural Control Committee. The Architectural Control Committee (sometimes referred to as the "ACC") shall serve in accordance with the terms of the Declaration, any architectural control guidelines, and similar rules and regulations adopted by the Board.

ARTICLE VI

Assessment

Section 6.1 Initial Assessment. The initial annual assessment, or Maintenance Charge as described in the Declaration, will be established at \$240.00 per year at inception of the Association. The annual assessment as of the filing of these Amended and Restated Bylaws is \$450.00. The annual assessment may be used for any purpose(s) authorized by the Declaration or these Bylaws.

Section 6.2 Increase in Assessment. Any increase in the annual assessment shall be approved by the Board in accordance with the Declaration and these Bylaws.

Section 6.3 Payment Schedule. Payment of the annual assessment is due on January 1st of each year. A payment plan may be entered into with the Association for any delinquent annual or special assessments, or other amounts owed to the Association, pursuant to the terms of an alternative payment schedule adopted by the Board.

ARTICLE VII

Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 7.2 Parliamentary Rules. The then-current edition of "Roberts Rules of Order" shall govern the conduct of all Association proceedings, when not in conflict with Texas law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

Section 7.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Texas law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Texas law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 7.4 Amendment. The provisions of the Declaration applicable to amendment of the Declaration shall apply to any amendment to these Bylaws. In addition, these Bylaws may be amended by the Board by vote of a majority of all the Directors at any regular or special meeting of the Board.

Section 7.5 Reimbursement of Incorporators. The incorporators shall be reimbursed for any and all fees and expenses incident to, and necessary for, the organization and maintenance of this Association.

Section 7.6 Association Records. Association records must be maintained and made available to Members in accordance with the Texas Property Code and the records retention, production, copying policies adopted by the Board.

ARTICLE VIII

Indemnification

Section 8.1 When Indemnification is Required, Permitted and Prohibited.

(a) The Association shall indemnify a Director, officer, committee Member, employee, independent contractor or agent of the Association who was, is, or may be named as a defendant or respondent in any proceeding as a result of his, her or its actions or omissions within the scope of his, her or its official capacity in or with the Association. For purposes of this Article, an agent includes one who is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In the case of criminal proceedings, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful.

The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit in connection with activities related to the business of the Association. A person is conclusively deemed to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable or guilty by a court of competent jurisdiction, civil or criminal, as the case may be, and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.

(c) The Association shall pay or reimburse expenses incurred by a Director, officer, Member, committee member, employee, independent contractor or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not named as a defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Association may indemnify a Director, officer, Member, committee member, employee, independent contractor or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Section 8.1(a) above.

(e) Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is named as a defendant or respondent in a proceeding brought by the Association or one or more Members or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct in connection with activities related to the business of the Association.

(f) If the Association may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 8.2 Procedure Relating to Indemnification Payments.

(a) Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that any expenses to be reimbursed are reasonable, except as provided in Section 8.2(c) below. The Association may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum of Directors who, at the time of the vote, are not named as defendants or respondents in the proceeding.
- (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Members who at the time of the vote are not named as defendants or respondents in the proceeding.

- (iii) Determination by special legal counsel selected by the Board by vote as provided in Section 8.2(a)(i) or 8.2(a)(ii) above if such a quorum cannot be obtained and such a committee cannot be established.
- (iv) Majority vote of Members, excluding Directors and Members who are named as defendants or respondents in the proceeding.

(b) The Association shall authorize indemnification and determine that any expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 8.2(a)(iii) above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, these Bylaws, or a resolution of the Board that requires the indemnification permitted by this Article VIII, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(c) The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking, either with or without bond, from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 8.2(a) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation, with or without bond, of the financial ability to make repayment.

(d) Any indemnification or advance of expenses shall be reported in writing to the Members of the Association. The report shall be made with or before the notice of the next membership meeting, or with or before the next submission to Members of consent to action without a meeting. In any case, the report shall be sent within the 12-month period immediately following the date of the indemnification or advance.

ARTICLE IX

Authority to Enact

These Amended and Restated Bylaws have been promulgated and adopted by the Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Canyon Crossing, Section One, Article V, Section 5.03.

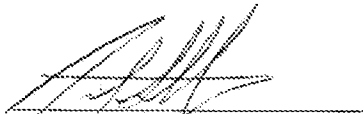
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The undersigned, Secretary of the Board of Directors of Canyon Crossing Section One Property Owners' Association, Inc. does hereby certify that these Amended and Restated Bylaws were duly adopted by the Board, effective the 29 day of OCTOBER, 2015.

Certification

I certify that I am the duly elected and acting Secretary of the Board of Directors of Canyon Crossing Section One Property Owners' Association, Inc., and that the foregoing Amended and Restated Bylaws constitute the Association's Bylaws, which were duly adopted by action of the Board on OCTOBER 29, 2015.

Dated: December 26, 2015.



Secretary, Board of Directors
Canyon Crossing Section One Property Owners' Association, Inc.

E-FILED FOR RECORD
02/19/2016 8:56AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

02/19/2016



County Clerk
Montgomery County, Texas