

advance expenses to a person who is not otherwise covered by this Article's indemnification as provided by (1) a provision in a Governing Document of the Association, (2) a contract to which the Association is a party, (3) common law, (4) a board resolution, or (5) a resolution approved by the Association's members. A person indemnified under this Section may seek indemnification or advancement of expenses from the Association to the same extent that an Association Leader may seek indemnification or advancement of expenses under this Article.

## **ARTICLE 12**

### **DECLARANT PROVISIONS**

12.1. **CONFLICT**. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

12.2. **BOARD OF DIRECTORS**. Article V of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be owners or residents. Directors appointed by Declarant may not be removed by the owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

12.3. **TRANSITION MEETING**. As provided by Article V of the Declaration, within 60 days after the Declarant files a statement with the Association that the Declarant will allow the members to vote, or sooner at Declarant's option, Declarant will call a meeting of the members of the Association for the purpose of electing directors, by ballot of members. Notice of the transition meeting will be given as if it were notice of an annual meeting.

12.4. **MAINTENANCE BY ASSOCIATION**. Declarant reserves the right to require the Association to maintain (a) Cross Lake and Timber Lake and (b) the Crosslake Boulevard and Crosslake Boulevard median (all of which are set forth on Exhibit B of the Declaration) at any and all times prior to Declarant conveyance of any of same to the Association.

## **ARTICLE 13**

### **AMENDMENTS TO BYLAWS**

13.1. **AUTHORITY**. Although the general authority for amending the Bylaws resides with the members of the Association, certain amendments may be made by the board without a vote of the members.

13.1.1. **Amendments by Board**. For the following limited purposes, the board may amend these Bylaws with or without approval by the members, provided the proposed amendment has the prior unanimous approval of the directors: (1) to correct mistakes in the Bylaws, (2) to conform the Bylaws to changes in controlling law applicable to any topic addressed in these Bylaws, (3) to change the name of the Association, and (4) to restate previously amended Bylaws for the sole purpose of incorporating the amendments into the body of the Bylaws.

13.1.2. Amendments. Until the Transition Meeting, as described in 12.3, Declarant may amend these Bylaws with approval by the board, for any purpose. Thereafter, all other amendments of these Bylaws must be approved by the members according to the terms of this Article.

### 13.2. AMENDMENTS BY MEMBERS.

13.2.1. Proposal. The Association will provide or make available to an owner of each lot with a description, if not exact wording, of any proposed amendment. The proposed amendment, description of the proposed amendment, or instructions for obtaining a copy of the proposed amendment at no cost will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

13.2.2. Consents. Subject to the following limitation, an amendment of these Bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy) at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by proxy) at an Association meeting, the owners of a majority of the lots represented at the meeting (in person or by proxy) -- even if less than a majority of the total lots -- may approve an amendment to these Bylaws. This section, however, may not be amended without the approval of owners representing at least a majority of the total lots in the Property.

13.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of these Bylaws and any amendments hereto; (2) signed and acknowledged by at least one officer of the Association, certifying the requisite authority and/or approvals; and (3) recorded in the Office of Public Records of Smith County, Texas. An amendment may be effective immediately if adopted at an Association meeting at which owners of two-thirds of the lots are represented. Otherwise, an amendment is not effective until 10 days after an owner of each lot is notified of the amendment and provided with a copy of the amendment or instructions for obtaining a copy.

13.4. MORTGAGEE PROTECTION. If a provision in a Governing Document or applicable law requires notices to and consent of mortgagees for certain actions and amendments, the Association must give the required notices to and obtain the required approvals from applicable mortgagees.

## **ARTICLE 14**

### **GENERAL PROVISIONS**

14.1. DRAFTER'S INTENT. Because Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Property, Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, Declarant compiled most of the Declarant-related

provisions in the Declaration. Although Declarant is initially an owner and a member of the Association, Declarant is intentionally exempt from a number of obligations that apply to other owners, and has a number of rights that other owners do not have.

14.2. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remains in full force and effect. If a provision of the Association's certificate of formation or Articles of Association conflicts with these Bylaws, the certificate of formation or Articles controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

14.3. SEVERABILITY. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

14.4. CONSTRUCTION. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

14.5. FISCAL YEAR. The fiscal year of the Association will be set by resolution of the board, and is subject to change from time to time as the board determines. In the absence of a resolution by the board, the calendar year is the fiscal year.

14.6. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

#### CERTIFICATION &. ACKNOWLEDGMENT

As the Declarant and the initial and sole member of the The Crossing Property Owners' Association, I certify that the foregoing Bylaws of The Crossing Property Owners' Association were adopted for the benefit of the Association by the initial Board of Directors of The Crossing Property Owners' Association, at the organization meeting of the Board called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

WERNER-TAYLOR LAND & DEVELOPMENT,  
L.P., a Texas limited partnership

By: WERNER-TAYLOR MANAGEMENT, LLC,  
a Texas limited liability company,  
Its General Partner

By: \_\_\_\_\_  
MICHAEL WERNER, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF SMITH   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
2010 by MICHAEL WERNER, President of WERNER-TAYLOR MANAGEMENT, LLC, a  
Texas limited liability company, General Partner of WERNER-TAYLOR LAND &  
DEVELOPMENT, L.P., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED RETURN TO:

Mr. Michael J. Werner  
Werner-Taylor Land & Development, L.P.  
1397 Dominion Plaza, Suite 120  
Tyler, Texas 75703

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