51 PGS 20165722
AFF

GT GreenbergTraurig

**AFTER RECORDING RETURN TO:**

**Carey Gunn Venditti, Esq.**
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BOOT RANCH™

# POLICY MANUAL

The undersigned hereby certifies that he is the duly elected, qualified and acting President of Boot Ranch Property Owner's Association, Inc., a Texas nonprofit corporation (the "**Association**"), and that this Policy Manual was adopted at a duly called meeting of the Board.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 10th day of November, 2016.

Craig Martin, President

THE STATE OF TEXAS §
COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 10th day of November, 2016, by Craig Martin, President of Boot Ranch Property Owner's Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

DIANA L SAMPLE
Notary Public, State of Texas
My Commission Expires
August 22, 2018

Diana L. Sample
Notary Public Signature

**Cross-reference to Second Amended and Restated Declaration of Governance for Boot Ranch recorded under Document No. 20160757, Official Public Records of Gillespie County, Texas, as amended (the "Master Declaration"), as the same may be amended from time to time. In the event of a conflict between the terms and provisions of the Master Declaration or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.**

# POLICY MANUAL

## I. INTRODUCTION

More than a spot on the map or your destination at the end of the day, a community is a sense of place and belonging – it is your home. A community consists of people who share the same goals and interests as you and your family to make your home an extra-ordinary place to live, recreate and thrive. Boot Ranch is your Community.

**BOOT RANCH HOLDINGS, LLC,** a Delaware limited liability company is the developer of Boot Ranch. The guiding principles for the Community have been set forth in the governing documents for Boot Ranch, which include the Development Documents and the Association Documents (both defined below) and collectively referred to herein as the "**Documents**." The Documents include such instruments as the Second Amended and Restated Declaration of Governance for Boot Ranch recorded under Document No. 20160757, Official Public Records of Gillespie County, Texas (the "**Master Declaration**"), any applicable Notices of Annexation, any applicable Development Area Declaration (the "**DAD**"), the Architectural Design Guidelines, and this Policy Manual, as each may be amended from time to time (collectively referred to as the "**Development Documents**"). The Development Documents contain declarations, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "Sponsor" who has reserved certain rights during the Development Period to facilitate the development, construction, or marketing of the Community while the Community is being built-out. Furthermore, the Development Documents identify and set forth the obligations of Boot Ranch Property Owner's Association, Inc., the non-profit corporation created by the Sponsor to exercise the authority and assume the powers described in the Master Declaration (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Areas of Common Responsibility and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Articles of Incorporation and Bylaws which set forth the corporate governance structure of the Association, as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Policy Manual, as further set forth herein.

## II. PURPOSE

In furtherance of its obligation under Texas law to Record all defined dedicatory instruments, the Sponsor has developed this Policy Manual as a compilation of all of the Association Documents currently in effect for the Community. The Policy Manual does not include the Development Documents, which nonetheless bind you and all other Owners and Occupants of the Community. Rather, since all of the Association Documents must now be Recorded as dedicatory instruments, this Policy Manual allows you to access all of such documents in one place rather than as separately Recorded instruments.

## III. CONTENTS AND PROCESS

The Recorded Policy Manual contains the following Association Documents, the terms and provisions of each of which are applicable to or may be enforced against the Owners and Occupants within the Community as set forth therein: 1) the Articles of Incorporation; 2) the Amended and Restated Bylaws; 3) the Fine and Enforcement Policy; 4) the Assessment Collection Policy; 5) the Records Inspection, Copying and Retention Policy; 6) the Statutory Notice of Posting and Recordation of Association Governance Documents; 7) the Email Registration Policy; and 8) the Oak Wilt Policy.

As the Association Documents are changed from time to time as determined by the Sponsor or the Board, as applicable, or new Rules or other dedicatory instruments are adopted which require Recordation in the property records, a Majority of the Board may adopt a Supplement to the Policy Manual to include the documents being changed or added to the Policy Manual and cause such Supplement to be Recorded. If, for any reason, a document is added to the Policy Manual pursuant to a Supplement which has previously been Recorded, the effective date of such document shall the original date of Recordation, unless otherwise provided in the Supplement.

Capitalized terms used but not defined in this Policy Manual shall have the meaning subscribed to such terms in the Master Declaration.

## SPONSOR CONSENT TO POLICY MANUAL

Pursuant to *Section 3.08(a)* of the Declaration, the Sponsor does hereby approve the adoption of this Policy Manual by the Board and the Recording of this instrument against the Development.

**SPONSOR:**

**BOOT RANCH HOLDINGS, LLC,**
a Delaware limited liability company

By: _____
Name: D. Craig Martin
Title: Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF ~~DENTON~~ Gillespie §

This instrument was acknowledged before me on this 10th day of November, 2016, by D. Craig Martin, Authorized Signatory of BOOT RANCH HOLDINGS, LLC, a Delaware limited liability company, on behalf of such company.

(seal) DIANA L SAMPLE
Notary Public, State of Texas
My Commission Expires
August 22, 2018

_____
Notary Public, State of Texas

BOOT RANCH™

# POLICY MANUAL

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# ATTACHMENT 1

# ARTICLES OF INCORPORATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

614 664

# Office of the Secretary of State

## CERTIFICATE OF INCORPORATION
## OF

Boot Ranch Property Owners' Association, Inc.
Filing Number: 800532201

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/16/2005

Effective: 08/16/2005

Roger Williams
Secretary of State

Come visit us on the internet at http://www.sos.state.tx.us/
Phone: (512) 463-5555 Fax: (512) 463-5709 TTY: 7-1-1

In the Office of the
Secretary of State of Texas

AUG 16 2005 614 665

Corporations Section

# ARTICLES OF INCORPORATION

# OF

# BOOT RANCH PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned natural person, of the age of eighteen (18) years or more, acting as incorporator of a corporation, hereby adopts the following Articles of Incorporation.

## ARTICLE ONE

The corporation formed is a nonprofit corporation. The name of the corporation is "Boot Ranch Property Owners' Association, Inc."

## ARTICLE TWO

The street address of its initial registered office is 36 Fares Ranch Road, Fredericksburg, Texas 78624, and the name of its initial registered agent at such address is Robert E. Maynard.

## ARTICLE THREE

The number of directors constituting the initial board of directors are three (3) and the names and addresses of the persons who shall serve as directors until the first annual meeting of the Members or until their successors are elected and qualified are:

| Name(s): | Address: |
|---|---|
| 1. Hal E. Sutton | 212 Texas Street, Suite 117<br>Shreveport, LA 71101 |
| 2. Gilbert Little | 212 Texas Street, Suite 117<br>Shreveport, LA 71101 |
| 3. Robert E. Maynard | 129 Mariposa Drive<br>Fredericksburg, TX 78624 |

## ARTICLE FOUR

The corporation will have Members.

## ARTICLE FIVE

The period of its duration is perpetual.

ARTICLE SIX

The purposes for which the corporation is organized are to own, manage and operate the common area property and improvements thereon of the community in the Texas Hill Country known as "Boot Ranch" and to have the rights, privileges and powers as may be conferred upon nonprofit corporations under the laws of the State of Texas, including, but not limited to, making contracts, holding, purchasing and conveying real and personal property, and making bylaws for the management, regulation and government of its affairs and property, the transaction of is business, and the calling and holding of meetings of its Members; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any activities that are not in furtherance of the primary purpose of this corporation.

ARTICLE SEVEN

The name and address of the incorporator is Kyle E. Dundon, Addison Law Firm, 14901 Quorum Drive, Suite 650, Dallas, Texas, 75254.

This document will become effective upon filing by the secretary of state.

The undersigned incorporator signs these articles of incorporation subject to the penalties imposed by law for the submission of a false or fraudulent document.

Incorporator:

Signature: _____

Printed Name: Kyle E. Dundon

ATTACHMENT 2

**AMENDED AND RESTATED BYLAWS**
**OF**
**BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.**

17 PGS 20160761
AMEND

GT GreenbergTraurig

AFTER RECORDING RETURN TO:

Carey Gunn Venditti, Esq.
Jennifer Cook Purcell, Esq.
GREENBERG TRAURIG, LLP
300 West 6th Street, Suite 2050
Austin, Texas 78701
Email: vendittic@gtlaw.com

BOOT RANCH

# AMENDED AND RESTATED BYLAWS OF BOOT RANCH PROPERTY OWNERS' ASSOCIATION, INC.

**THIS DOCUMENT AMENDS AND RESTATES IN THE ENTIRETY THOSE CERTAIN PREVIOUSLY ADOPTED BYLAWS OF BOOT RANCH PROPERTY OWNERS' ASSOCIATION, INC., RECORDED IN VOL. 614, PAGE 667 OF THE OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS (DEFINED HEREIN AS THE "ORIGINAL BYLAWS").**

Declarant: BOOT RANCH HOLDINGS, LLC, a Delaware limited liability company

**Cross reference to Second Amended and Restated Declaration of Governance for Boot Ranch, recorded in the Official Public Records of Gillespie County, Texas, as amended.**



**AMENDED AND RESTATED BYLAWS**
**OF BOOT RANCH PROPERTY OWNERS' ASSOCIATION, INC.**

These Amended and Restated Bylaws of Boot Ranch Property Owners' Association, Inc. (the **"Bylaws"**) are made by **BOOT RANCH HOLDINGS, LLC,** a Delaware limited liability company (the **"Declarant"**) as follows:

## RECITALS

**A.** The Bylaws of Boot Ranch Property Owners' Association, Inc., were approved and adopted by a majority of the Board of Directors (the **"Board"**) of the Association on August 22, 2005 and recorded under Volume 614, Page 667 of the Official Public Records of Bexar County, Texas (the **"Original Bylaws"**).

**B.** Under *Section 6.6* of the Original Bylaws, Declarant has the right to unilaterally amend the Original Bylaws for any purpose until the termination of the Class "B" membership. The Class B membership has not terminated.

**C.** Therefore, in accordance with the aforementioned terms of the Original Bylaws, Declarant now desires to and hereby so does amend and restate the Original Bylaws in their entirety, as the Bylaws are set forth hereinbelow.

**D. Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Second Amended and Restated Declaration of Governance for Boot Ranch, recorded in the Official Public Records of Gillespie County, Texas (the "Master Declaration"), including the number, qualification, appointment, removal, and replacement of Directors.**

## ARTICLE I
## INTRODUCITON

The name of the corporation is Boot Ranch Property Owner's Association, Inc., a Texas nonprofit corporation, hereinafter referred to as the **"Association."** The principal office of the Association shall be located initially in Gillespie County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

## ARTICLE II
## DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning subscribed to such terms in the Master Declaration.

## ARTICLE III
## MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

**Section 3.1. Membership**. Each Owner of a Lot or Condominium Unit and Sunday House Interest is a mandatory Member of the Association, as more fully set forth in the Master Declaration.

**Section 3.2. Place of Meetings**. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

**Section 3.3. Annual Meetings**. There shall be an annual meeting of the Members or Neighborhood Delegates, as applicable, of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

**Section 3.4. Special Meetings**. Special meetings of Members or Neighborhood Delegates may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

**Section 3.5. Notice of Meetings**. Written or printed notice stating the place, day, and hour of any meeting of the Members or Neighborhood Delegates shall be delivered, either personally or by mail, to each Member or Neighborhood Delegate entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Neighborhood Delegate at his address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (*i.e.*, absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

**Section 3.6. Waiver of Notice**. Waiver of notice of a meeting of the Members or Neighborhood Delegates shall be deemed the equivalent of proper notice. Any Member or Neighborhood Delegate may, in writing, waive notice of any meeting of the Members or Neighborhood Delegates, either before or after such meeting. Attendance at a meeting by a Member or Neighborhood Delegate shall be deemed waiver by such Member or Neighborhood Delegate of notice of the time, date, and place thereof, unless such Member or Neighborhood Delegate specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member or Neighborhood Delegate shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member or Neighborhood Delegate on the basis of lack of proper notice is raised before the business is put to a vote.

**Section 3.7. Quorum**. Except as provided in these Bylaws or in the Master Declaration, the presence of the Members or Neighborhood Delegates, as applicable, representing ten percent

(10%) of the total votes in the Association shall constitute a quorum at all Association meetings. 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 departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Master Declaration.

**Section 3.8. Conduct of Meetings**. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

**Section 3.9. Voting**. The voting rights of the Members and Neighborhood Delegates shall be as set forth in the Master Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Master Declaration, action may be taken at any legally convened meeting of the Members or Neighborhood Delegates upon the affirmative vote of the Members or Neighborhood Delegates having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit or Sunday House Interest shall be entitled to cast the vote allocated to such Lot or Condominium Unit or Sunday House Interest and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Other than representative voting by Neighborhood Delegates, any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

**Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically**. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit or Sunday House Interest such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Notwithstanding anything to the contrary in the Documents, Neighborhood Delegates may not vote by proxy but only in person or through their designated alternates; provided, any Neighborhood Delegate who is only entitled to cast the vote(s) for his own Lot(s) or Condominium Unit(s) or Sunday House Interest pursuant to *Section 3.06* of the Master Declaration may cast such vote as provided herein until such time as the Board first calls for election of a Neighborhood Delegate to represent the Neighborhood where the Lot or Condominium Unit or Sunday House Interest is located. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Applicable Law relating to the

use of general proxies and subject to any specific provision to the contrary in the Master Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit or Sunday House Interest.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member or Neighborhood Delegate, as applicable, present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member or Neighborhood Delegate, as applicable, attends any meeting to vote in person, so that any vote cast at a meeting by a Member or Neighborhood Delegate supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(1) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Neighborhood Delegate or Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

i. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

ii. instructions for delivery of the completed absentee ballot, including the delivery location; and

iii. the following language: ***"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."***

(2) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Neighborhood Delegate or Member submitting the ballot can be confirmed; and (c) for which the Neighborhood Delegate or Member may receive a receipt of the electronic transmission and receipt of the

Neighborhood Delegate or Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Neighborhood Delegate or Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. **Tabulation of and Access to Ballots**. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.12* shall be given access to any Association ballots.

Section 3.12. **Recount of Votes**. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the

Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as a Specific Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

**Section 3.13. Action Without a Meeting**. Any action required or permitted by law to be taken at a meeting of the Members or Neighborhood Delegates, as applicable, may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members or Neighborhood Delegates, as applicable, holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members or Neighborhood Delegates entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members or Neighborhood Delegates at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members or Neighborhood Delegates entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

## ARTICLE IV
## BOARD OF DIRECTORS

**Section 4.1. Authority; Number of Directors.**

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Articles, and those thereafter appointed by Declarant during the Development Period, or elected as further set forth below.

(b) In accordance with *Section 3.04* of the Master Declaration, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots which have been made subject to the terms and provisions of this Master Declaration have been conveyed to Owners other than the Declarant or a Homebuilder, Declarant will have the sole right to appoint and remove all members of the Board and officers of the Association. Within one hundred and

twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots that may be subjected to the terms and provisions of the Master Declaration have been conveyed to Owners other than Declarant or a Homebuilder, the President of the Association will thereupon call a meeting of the Members of the Association (the **"Initial Member Election Meeting"**) where the Members or Neighborhood Delegates, as applicable, will elect at least one-third of the Board, which Director(s) shall serve for a one (1) year term (**"Initial Member Elected Director"**). The Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) years term and shall serve until his or her successor is elected or he or she is replaced in accordance with these Bylaws.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members or Neighborhood Delegates, as applicable, will elect three (3) new directors (to replace all Declarant appointed Directors and the Initial Member Elected Director) (the **"Member Election Meeting"**), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Notwithstanding the foregoing provision, if a Voting Group Designation is filed in accordance with the Master Declaration such designation may establish a different number of Board members to be elected at the Member Election Meeting provided that in any event the number of Board members shall be no less than three (3) in number. The Voting Group Designation may also assign an initial term to each Board member position. A Voting Group Designation which establishes a different number of Board members and the initial terms of such Board members shall be deemed an amendment to the Bylaws. Upon expiration of the term of a Director elected by the Members or Neighborhood Delegates pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporation, partnership or other entity ownership of a Lot or Condominium Unit, a duly authorized agent or representative of the corporation, the partnership, or other entity which owns a Lot or Condominium Unit. The corporation, partnership, or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

**Section 4.2. Compensation**. The Directors shall serve without compensation for such service.

**Section 4.3. Designation of Voting Groups by Declarant**. Declarant may (but is not obligated to) designate Voting Groups consisting of one or more Neighborhoods for the purpose of electing directors to the Board. If Neighborhood Delegates are elected, such Neighborhood Delegates within each Voting Group shall vote on a separate slate of candidates for election to the

Board. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration or termination of the Development Period by Recording a written instrument identifying each Voting Group by legal description or other means such that the Lots and Condominium Units within each Voting Group can easily be determined. Such designation may be amended from time to time by Declarant, acting alone, at any time prior to the expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Board will have the right by Recording an appropriate written instrument to amend any existing designation of Voting Groups, or to designate new Voting Groups, upon the vote of a Majority of the Board and approval of Neighborhood Delegates representing a Majority of the Neighborhoods. Until such time as Voting Groups are established, all of the Development shall constitute a single Voting Group. After a written instrument establishing Voting Groups has been Recorded, any and all portions of the Development which are not assigned to a specific Voting Group shall constitute a single Voting Group.

**Section 4.4. Nominations to Board of Directors**. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

**Section 4.5. Vacancies on Board of Directors**. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, 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. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members or the Neighborhood Delegates, as applicable.

**Section 4.6. Removal of Directors**. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the Majority of the Members or Neighborhood Delegates, as applicable, which elected such Director. In the event Voting Groups are established pursuant to the Master Declaration, only the Neighborhood Delegates within the Voting Group may vote to remove the Director elected from such Voting Group.

**Section 4.7. Solicitation of Candidate for Election to the Board**. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an

eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

## ARTICLE V
## MEETINGS OF DIRECTORS

**Section 5.1. Development Period**. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Master Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.12*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of General Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

**Section 5.2. Definition of Board Meetings**. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

**Section 5.3. Regular Meetings**. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 5.4. Special Meetings**. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

**Section 5.5. Quorum**. A Majority of the number of Directors 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 regarded as the act of the Board of Directors.

**Section 5.6. Open Board Meetings**. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

**Section 5.7. Location**. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

**Section 5.8. Record; Minutes**. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

**Section 5.9. Notices**. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth ($10^{th}$) day or earlier than the sixtieth ($60^{th}$) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

**Section 5.10. Unanimous Consent**. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of General Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

**Section 5.11. Meeting Without Prior Notice**. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. 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. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of

foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

**Section 5.12. Telephone and Electronic Meetings**. A meeting of the Board may be held by electronic or telephonic means provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## ARTICLE VI
## POWERS AND DUTIES OF THE BOARD

The Board shall have power and duty to undertake those actions to which the Association is authorized to take in accordance with the Master Declaration and Applicable Law.

## ARTICLE VII
## OFFICERS AND THEIR DUTIES

**Section 7.1. Enumeration of Offices**. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other offices as may be created by the Declarant during the Development Period, and the Board by resolution thereafter, setting forth the term, authority and duties thereof.

**Section 7.2. Appointment; Election of Officers**. Until the expiration or termination of the Development Period, officers shall be appointed and removed by Declarant, and elected by the Board thereafter at the first meeting of the Board following each annual meeting of the Members.

**Section 7.3. Term**. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

**Section 7.4. Special Appointments**. The Board may elect such other officers 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 7.5. Resignation and Removal**. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. Any officer may resign at any time by giving oral or written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.6. Vacancies**. During the Development Period, any officer may be removed from office with or without cause by Declarant, and the Board after expiration or termination of the Development Period. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7.7. Multiple Offices**. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

**Section 7.8. Duties**. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep 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 prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

**Section 7.9. Execution of Instruments**. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

## ARTICLE VIII
## 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 (2) or more Members, which may include Declarant and/or one or more Board members (with such alternates, if any, as may be deemed desirable), to a committee for any purpose; provided, that any such other committee or committees shall serve in an advisory capacity only with the sole powers of: (i) recommending action to the Board; and (ii) carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

## ARTICLE IX
## BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X
## ASSESSMENTS

As more fully provided in the Master 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 Master Declaration.

## ARTICLE XI
## CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

## ARTICLE XII
## AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors.

## ARTICLE XIII
## INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director. Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other Applicable Law at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a

breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

## ARTICLE XIV
## MISCELLANEOUS

**Section 14.1.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**Section 14.2.** Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

**Section 14.3.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control. In the case of any conflict between these Bylaws and any provision of Applicable Law, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

**Section 14.4.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or 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.

**Section 14.5.** 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.

EXECUTED to be effective the 12 day of February, 2016.

DECLARANT:

BOOT RANCH HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: D. Craig Martin
Title: Authorized Signatory

THE STATE OF TEXAS §
§
COUNTY OF Denton §

This instrument was acknowledged before me on this 12 day of February, 2016, by D. Craig Martin, Authorized Signatory of BOOT RANCH HOLDINGS, LLC, a Delaware limited liability company, on behalf of such company.

(seal)

BRITNEY GASKEY
Notary Public, State of Texas
Comm. Expires 07-29-2019
Notary ID 130313212

Britney Gaskey
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas
February 16, 2016 02 07 28 PM
FEE: $60.00 FELICIA 20160761
AMEND

## ATTACHMENT 3

## BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.
## AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY

1. Background. Boot Ranch is subject to that certain Second Amended and Restated Declaration of Governance for Boot Ranch recorded under Document No. 20160757, Official Public Records of Gillespie County, Texas, as amended (the "**Master Declaration**"). In accordance with the Master Declaration, Boot Ranch Property Owner's Association, Inc., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Master Declaration. Unless the Master Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the declarations, conditions and restrictions of the Master Declaration, Articles of Incorporation, Bylaws, Policy Manual, the Architectural Design Guidelines, any applicable Development Area Declaration, any applicable Notice of Annexation, and any rules and regulations promulgated by the Association pursuant to the Master Declaration or any Development Area Declaration, as each may be adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Master Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in *Paragraph 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records)(the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines.*

C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines.* After an Owner has been provided a Violation Notice as set forth herein and assessed fines, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. Except as set forth in *Paragraph 5(C)*, above, if the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written

request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (*i.e.*, attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as **Exhibit A**.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety, and the Owner does not request a hearing as set forth herein. If a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the First Violation notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.11* of the Master Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.01(b)* of the Master Declaration. Unless otherwise provided in the Master Declaration, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 6* of the Master Declaration.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

## Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to purse such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, severity, frequency, and effect of the violation:

**FINES:**

| | |
|---|---|
| **New Violation:**<br>**Notice of Violation** | **Fine Amount:**<br>**$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)** |
| **Repeat Violation (No Right to Cure or Uncurable Violation):** | **Fine Amount:**<br>**1st Notice $50.00**<br>**2nd Notice $75.00**<br>**3rd Notice $100.00**<br>**4th Notice $125.00** |
| **Continuous Violation:**<br>**Continuous Violation Notice** | **Amount TBD** |

## CONSTRUCTION FINES:

Pursuant to the Documents, any construction activities within Boot Ranch are subject to fines which may be assessed pursuant to the schedule of fines as follows:

| | |
|---|---|
| Premature Clearing | $500 |
| Construction Without Architectural Review Board Approval | $500 |
| Inadequate Construction Entry | $250 |
| Inadequate/Removed Silt Fence | $250 |
| Excessive Mud/Debris on Street | $250 plus $50/day |
| Excessive Construction Debris | $250 plus $50/day |
| No Dumpster Provided | $150 plus $50/day |
| No Chemical Toilet Provided | $150 plus $25/day |
| Violation of designated Construction Times (Mon-Sat; 7am–7pm) | $100 |
| Encroachment on Adjacent Properties | $500 plus repair cost |
| Damage to Streets, Curbs, Infrastructure | $500 minimum |
| Failure to Obtain Inspection from Architectural Review Board upon Completion of Construction | $500 minimum |
| Miscellaneous Violation of Construction Rules | TBD by Architectural Review Board |

The Board may elect to purse such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, severity, frequency, and effect of the violation.

## EXHIBIT A

## HEARING BEFORE THE BOARD

**Note:** An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

**I. Introduction:**

**Hearing Officer.** The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Documents sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for [Owner] to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

**II. Presentation of Facts:**

**Hearing Officer.** This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

**[Presentations]**

**III. Discussion:**

**Hearing Officer.** This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

**IV. Resolution:**

**Hearing Officer.** This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

## ATTACHMENT 4

## BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.
## ASSESSMENT COLLECTION POLICY

Boot Ranch is subject to that certain Second Amended and Restated Declaration of Governance for Boot Ranch recorded under Document No. 20160757, Official Public Records of Gillespie County, Texas (the "**Master Declaration**"). The operation of the Community is vested in Boot Ranch Property Owner's Association, Inc., a Texas nonprofit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Declaration, Articles, Bylaws, Policy Manual, the Architectural Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Annexation, and any rules and regulations promulgated by the Association pursuant to the Master Declaration or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Documents.

### SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. General Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

## SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a General Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a General Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

## SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

## SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

## SECTION 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the *Initial Notice of Demand for Payment* letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the *Lien Notice and Demand for Payment* letter and Record a *Notice of Unpaid Assessment Lien.* If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the *Final Notice of Demand for Payment* letter and *Intent to Foreclose and Notice of Intent to Foreclose* to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least thirty (30) days.

## SECTION 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed

notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

## ATTACHMENT 5

## BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.
## RECORDS INSPECTION, COPYING AND RETENTION POLICY

**Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Second Amended and Restated Declaration of Governance for Boot Ranch recorded in the Official Public Records of Gillespie County, Texas, as the same may be amended from time to time (the "Master Declaration").**

Note: Texas statutes presently render null and void any restriction in the Master Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Master Declaration.

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:

   a. **PERMANENT:** The Articles of Incorporation, the Bylaws and the Master Declaration, any and all other governing documents, guidelines, rules, regulations

and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2016, and the retention period is five (5) years, the retention period begins on December 31, 2016 and ends on December 31, 2021. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

**5.** **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

**6.** **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

**7.** **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

## TEXAS ADMINISTRATIVE CODE
## TITLE 1, PART 3, CHAPTER 70
## RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

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

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

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

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

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

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

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

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or

microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

**Source Note:** The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

## ATTACHMENT 6

## BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC. STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

**Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Second Amended and Restated Declaration of Governance for Boot Ranch recorded in the Official Public Records of Gillespie County, Texas, as the same may be amended from time to time (the "Master Declaration").**

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Declaration, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners association; (b) properly adopted rules and regulations of the property owners association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Master Declaration as the "Documents."

2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents.** The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association or a management company, on behalf of the Association, maintains a publicly accessible website.

## ATTACHMENT 7

## BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.
## AMENDED AND RESTATED EMAIL REGISTRATION POLICY

**Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Second Amended and Restated Declaration of Governance for Boot Ranch recorded in the Official Public Records of Gillespie County, Texas, as the same may be amended from time to time (the "Master Declaration").**

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.

3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

**ATTACHMENT 8**
**BOOT RANCH PROPERTY OWNER'S ASSOCIATION, INC.**
**OAK WILT POLICY**

## I. Oak Wilt

A. Disclosure of Information Regarding Oak Wilt.

Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see Texas Cooperative Extension TAMU System Tubakia Leaf Spots on Oaks leaflet, attached hereto as Exhibit "B". Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

(1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.

(2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.

(3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.

(4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

## II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Boot Ranch, as defined under Second Amended and Restated Declaration of Governance for Boot Ranch recorded under Document No. 20160757, Official Public Records of Gillespie County, Texas, as amended (the "**Master Declaration**"), any Owner at such Owner's own expense, Boot Ranch Holdings, LLC, a Delaware limited liability company (the **"Sponsor"**) and Boot Ranch Property Owner's Association, Inc. (the **"Association"**) each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Sponsor, the Association, or Gillespie County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner's Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner's Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under *Section 3.08(e)* of the Master Declaration and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in this Policy Manual for the Association. **The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Declaration.**

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

**Any questions regarding this policy should be directed to the Association's community manager.**

Texas Cooperative EXTENSION
The Texas A&M University System

Texas A&M Dallas Research and Extension Center
17360 Coit Road
Dallas, TX 75252

# Tubakia (Actinopelte) Leaf Spot on Oaks

This disease can occur on many species of oak, but are most prevalent on red oaks.


SEVERE INFECTIONS on RED OAK

**CAUSAL AGENT**
*Tubakia (*formerly known as *Actinopelte*) *dryina* (fungus)
The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

**ENVIRONMENTAL CONDITIONS**
This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



**SYMPTOMS**
Leaf spots are circular in shape with a diameter of ¼ - ½ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.



**MANAGEMENT**
Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by

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**FILED AND RECORDED**
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas

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AFF