

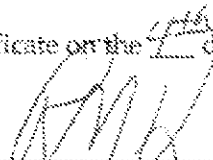


AFTER RECORDING RETURN TO:  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: cbelms@winstead.com

LEWIS MOUNTAIN RANCH  
COMMUNITY MANUAL

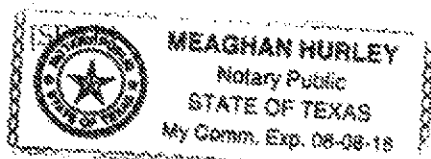
The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of the Lewis Mountain Ranch Property Owners Association, Inc., a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 1<sup>st</sup> day of October, 2012.

  
\_\_\_\_\_  
R.M. KRUEGER, President

STATE OF TEXAS            §  
COUNTY OF Texas       §

This instrument was acknowledged before me of this 1<sup>st</sup> day of October, 2012, by R. M. Krueger, the President of the Lewis Mountain Ranch Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public Signature

Cross-reference to the Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch - Phase One as recorded as Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto (collectively referred to herein as the "Declaration").

In the event of a conflict between the terms and provisions of the Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

**LEWIS MOUNTAIN RANCH**

**COMMUNITY MANUAL**

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**ATTACHMENT 1**

**THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.**  
**BYLAWS**

**A signed copy of the Bylaws of the Lewis Mountain Ranch Property Owners Association follows:**

**BYLAWS**

**OF**

**LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.**

**(the "Association")**

**ARTICLE I**

**Name and Location**

The name of the Association is LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, hereinafter referred to as the "Association." The principal business office of the Corporation shall be 3701 Bee Cave Road, #107, Austin, Texas, but meeting of Members and directors may be held at such places within the State of Texas, County of Travis, as may be designated by the Board of Directors.

**ARTICLE II**

**Definitions**

Section 1.01. Additional Property shall mean such tract or tracts, parcel or parcels of land, other than the Property, made subject to the Restrictions by Declarant.

Section 1.02. Annual Maintenance Charge shall mean the assessment made and levied by the Board against each Owner and such Owner's Lot in accordance with the provisions of the By-Laws and Declaration.

Section 1.03. Articles of Incorporation shall mean the Articles of Incorporation of the Association.

Section 1.04. Association shall mean Lewis Mountain Ranch Properties Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.05. Board or Board of Directors shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant (the "Appointed Board") or elected by the Association (the "Elected Board") in accordance with the provisions of the By-Laws and Declaration.

Section 1.06. By-Laws shall mean the By-Laws of the Association.

Section 1.07. Common Areas shall mean those portions of the Property so designated as such on the plat of the Property or any Additional Property, or so designated by the Declarant in any Supplemental Declaration.

Section 1.08. Commercial Property shall mean all those certain tracts or parcels of land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Section 1.09. Declarant shall mean the Flat Rock Investment Corporation, a Texas corporation, its successors and assigns that have been designated by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the office of the County Clerk of Travis County, Texas.

Section 1.10. Declaration shall mean the Covenants, Conditions, and Restrictions duly recorded in Volume 11065, Page 799, Real Property Records of Travis County, Texas, as the same may be amended from time to time.

Section 1.11. Lot shall mean each parcel of land shown as a Lot on a recorded Subdivision Plat of the Property and designated on such Subdivision Plat by a separate number. Lot shall also mean the Commercial Property, whether or not it is subsequently subdivided.

Section 1.12. Owner(s) shall mean and refer to the record Owner, whether one or more persons, associations or entities, of legal, equitable or beneficial title of or to any Lot. Owner shall include a purchaser of a Lot under an executory contract for deed. The foregoing does not include persons or entities who hold interest in any Lot merely for the security for the performance of an obligation.

Section 1.13. Property shall mean and refer to that certain real property situated in Travis County, Texas, more particularly described as follows:

Lots 10 through 17, 17a, 18 through 30, 30a, 31, 31a, 32 through 37, 43 through 49, and Lot 94 (which Lot 94 has been dedicated to the City of Austin as a Park), Lewis Mountain Ranch Phase One, according to the plat thereof recorded in Book 88, Pages 21 through 25, Plat Records of Travis County, Texas, and all amendments and modifications thereto.

Those certain tracts or parcels of land located at the entrance to the Subdivision on both sides of the intersection of FM Highway 1826 and Lewis Mountain Drive, being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference

for all purposes; which parcels are herein also called the "Commercial Property."

Section 1.14. Rules and Regulations shall mean the rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

Section 1.15. Subdivision shall mean the Property, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto and all Additional Property.

Section 1.16. Supplemental Declaration shall mean any Supplemental Declaration of covenants, conditions, and restrictions filed for record by Declarant in the office of the County Clerk of Travis County, Texas, to add Additional Property hereto.

### ARTICLE III

#### Membership and Meeting of Members

Section 1. Membership in Association. Each Owner, including Declarant, during the period of time in which Declarant owns any Lot, shall be a Member of the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

Section 2. Voting of Members. There shall be two classes of membership in the Association. Class A Member shall be all persons (other than the Declarant) owning one or more Lots. Class B Member shall be the Declarant. The Class B membership shall terminate upon the first to occur of (a) when the then Class B Member so designates in writing delivered to the Association, (b) five (5) years after the date of the recording of the Declaration, or (c) when both seventy-five percent (75%) of the Lots in the Subdivision are owned by persons other than the Declarant and the Declarant owns less than ten (10) acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time constructed) which are capable of becoming Additional Property. When entitled to vote, each Member shall be entitled to one (1) vote for each Lot owned by that Member. Until such time as Class B membership terminates, the Class B Member shall be vested with the sole and exclusive voting rights except on such matters as to which the Declaration, the Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A Members. If ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for

each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. If a Lot is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then none of such Members shall be allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

### Section 3. Meetings of the Members.

(a) First Meeting. The first meeting of Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given no later than thirty (30) days after both seventy-five percent (75%) of all of the Lots in the Subdivision have been sold by the Declarant and a deed is recorded in the office of the County Clerk of Travis County, Texas for each such Lot, and the Declarant owns less than ten (10) acres of other lands adjacent to or across a street from the Subdivision (as the same is from time to time constructed) which are capable of becoming Additional Property. The First Elected Board shall be elected at the first meeting of the members of the Association.

(b) Annual Meeting. Thereafter, annual meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified by the Board.

(c) Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

(d) Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(e) Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

(f) Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyances by the Member of his Lot.

#### ARTICLE IV

##### Board of Directors; Selection; Term of Office

Section 1. Management of the Association. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss, and reappoint all of the members of the Association's Board of Directors to ensure the stability of the Association and to administer the Association's and the Subdivisions' affairs, until the first meeting of the Members of the Association is held in accordance with the provisions of Article III, Section 3(a) and a Board of Directors is elected. The Board of Directors elected at the first meeting of Members of the Association is herein called the "First Elected Board." The First Elected Board shall consist of not less than three (3) directors, at least one of which shall be a Member of the Association. The Board of Directors appointed by Declarant pursuant to the provisions of this Section is herein called the "Appointed Board."

Section 2. Term of Office. At the first annual meeting the Members shall elect at least three (3) directors for a term of one year each, which directors shall serve until the next annual meeting or until their successors are elected and qualified.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. The Corporation may pay reasonable compensation to officers and directors for service rendered to the Association in furtherance of one or more of the purposes set forth herein or in the Articles of Incorporation or Declaration.



Further, any director or officer may be reimbursed for actual expenses incurred in the performance of his duties.

## ARTICLE V

### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meeting. Special meetings of the Board of Directors 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 3. 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.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the monthly or annual assessment against each Lot at, on or before January 1 of each calendar year;
  - (2) send written notice of each assessment to every Owner on or before January 1 of each calendar year; and
  - (3) foreclose non-judicially the lien against any property for which assessments are not paid within thirty (30) days after due date pursuant to the Texas Property Code, or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained; and
- (h) perform such other acts and deeds required or permitted to be performed by the Declaration and the Articles.

## ARTICLE VII

### Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the vote of a majority of the Board. Any officer may resign at any time giving 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President:

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

Vice President:

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary:

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; 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. The offices of secretary and treasurer may be combined.

Treasurer:

(d) 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; 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.

## ARTICLE VIII

### 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 Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE IX

### Assessments

The Board shall have the power to levy and collect the fees, charges and assessments set forth in the Declaration, as amended from time to time.

## ARTICLE X

### Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of the Owners of seventy-five percent (75%) of the Lots in the Subdivision, present in person or by proxy. Provided, however, no such amendment, modification, supplement or repeal shall be effective within the first five (5) years of these By-Laws unless the Declarant or its successors or assigns joins in the approval of same. And provided further, that during the first five (5) years of these By-Laws, Declarant shall have the right and power to amend this Declaration, without the requirement of the joinder of the Owners or other parties, in order to correct any typographical errors or omissions, or in order to conform any portion of these By-Laws to applicable law. And provided further, that during the time that Declarant retains voting control of the Association, any amendments to the Declaration, Articles of Incorporation and the By-Laws shall be first approved by the Field Office of HUD-FHA.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI

Limitation of Director Liability

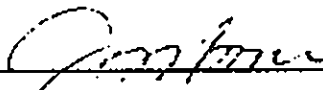
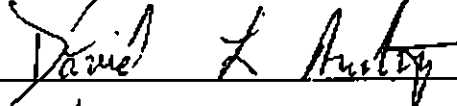
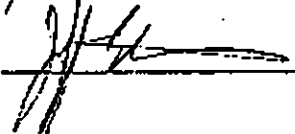
No director of the Corporation shall be personally liable to the Corporation or any of its members for monetary damages for any act or omission in the director's capacity as a director except in the following instances: (1) for any breach of a director's duty of loyalty to the Corporation or its members; (2) for any act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or that involves intentional misconduct or a knowing violation of the law; (3) any transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (4) for any act or omission for which the liability of a director is expressly provided for by statute.

ARTICLE XII

Miscellaneous

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.

IN WITNESS WHEREOF, we, being all of the directors of Lewis Mountain Property Owners Association hereunto set our hands this 21<sup>st</sup> day of August, 1990.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**EXHIBIT "A"**  
**COMMERCIAL PROPERTY**

# J. LEROY BUSH

REGISTERED PUBLIC SURVEYOR  
1714 FORTVIEW ROAD, SUITE 200  
AUSTIN, TEXAS 78704  
PHONE 442-0900

October 5, 1989

FIELD NOTES TO 4.56 ACRES OF LAND OUT OF THE CORBET STEVENS SURVEY NO. 63, IN TRAVIS COUNTY, TEXAS, SAME BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO FLAT ROCK INVESTMENT CORP. BY DEED RECORDED IN VOLUME 10592, PAGE 334 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN 0.23 ACRE TRACT OF LAND CONVEYED TO FLAT ROCK INVESTMENT CORP BY JESUS TURULLOLS BY DEED RECORDED IN VOLUME , PAGE OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID 4.56 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron stake found in the west right-of-way line of F.M. Highway No. 1826 at the Southeast corner of that certain (22.17) acre tract of land conveyed to John R. Paschall, et ux by deed recorded in Volume 1183, Page 165 of the Deed Records of Travis County, Texas, and a corner of that certain tract of land conveyed to Flat Rock Investment Corp. by deed recorded in Volume 10592, Page 334 of the Deed Records of Travis County, Texas, for the Northeast corner of the tract herein described;

THENCE with the west right-of-way line of F.M. Highway No. 1826 and the east line of the Flat Rock Investment Corp. tract of land, S 29 deg. 43' 40" W at 205.06 ft. pass a point at the Northeast corner of that certain 0.23 acre tract of land conveyed to Flat Rock Investment Corp. by Jesus Turullols by deed recorded in Volume , Page of the Deed Records of Travis County, Texas, and continuing with the same course for a total distance of 253.86 ft. to an iron rod at the intersection of the west right-of-way line of F.M. Highway No. 1826 and the north right-of-way line of Lewis Mountain Drive and the Southeast corner of the said 0.23 acre tract of land, for the Southeast corner of this tract;

THENCE with the north line of Lewis Mountain Drive, dedicated in the subdivision known as Lewis Mountain Phase One, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 88, Page 21-26, Travis County Plat Records, N 60 deg. 16' 20" W 20.88 ft. to a concrete monument at a corner of Lewis Mountain Drive and a corner of the Flat Rock Investment Corp. 0.23 acre, for a corner of this tract;

THENCE with a curve to the right, the radius is 20.00 ft., the arc distance is 31.42 ft. and the chord bears S 74 deg. 44' W 28.28 ft. to an iron rod at the point of tangency at an angle point in Lewis Mountain Drive and the Flat Rock Investment Corp 0.23 acre tract, for an angle point in this tract;

THENCE with the north right-of-way line of Lewis Mountain Drive and the south line of the said 0.23 acre tract of land, N 60 deg. 16' 20" W at 261.32 ft. pass a point at the most westerly corner of the said 0.23 acre tract of land continuing with the same course for a total distance of 445.74 ft. to an iron rod at a point of curve to right, for an angle point in this tract;



# J. LEROY BUSH

REGISTERED PUBLIC SURVEYOR

6028 MacCraw

Phone 444-8990

AUSTIN, TEXAS 78701

June 1, 1988

FIELD NOTES TO 7.47 ACRES OF LAND OUT OF THE CORBET STEVENS SURVEY NO. 63 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN (240.14 ACRE) TRACT OF LAND CONVEYED TO JESUS TURULLOLS BY DEED RECORDED IN VOLUME 7039 PAGE 2298 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set in the existing west R.O.W. line of R.M. Highway 1826, same being in the east line of that certain (240.14 acre) tract of land conveyed to Jesus Turullols by deed recorded in Volume 7039 Page 2298 of the Deed Records of Travis County, Texas, for the Northeast corner of the herein described tract, from which an iron rod found at an Easterly Northeast corner of the said Turullols tract, same being the Southeast corner of that certain (22.17 acre) tract of land conveyed to John R. Paschall, et ux, by deed recorded in Volume 1183, Page 165 of the Deed Records of Travis County, Texas, bears N 29 deg. 43' 40" E 373.86 ft.;

THENCE along the east line of the said Turullols tract, same being the west line of R.M. Highway 1826, S 29 deg. 43' 40" W 108.03 ft. to a concrete monument found at a point of curvature to the right, for an angle point in this tract;

THENCE along said curve to the right, the radius of which is 915.40 ft., the arc is 608.84 ft., and the sub-chord bears S 40 deg. 46' 55" W 597.68 ft. to a point for the Southeast corner of this tract;

THENCE N 22 deg. 05' W 545.82 ft. to an iron rod set at the Southeast corner of Lot 37, "Lewis Mountain Ranch", a proposed subdivision in Travis County, Texas, for the Southwest corner of this tract;

THENCE along the proposed east line of said Lot 37, N 32 deg. 52' 10" E 388.15 ft. to a point in the proposed south R.O.W. line of "Lewis Mountain Drive", for the Northwest corner of this tract;

THENCE along the proposed south R.O.W. line of "Lewis Mountain Drive", S 51 deg. 55' E 49.00 ft. to a point of curvature to the left, for an angle point in this tract;

THENCE along said curve to the left, the radius of which is 2363.32 ft., the arc is 344.64 ft., and the chord bears S 56 deg. 05' 40" E 344.34 ft. to the point of tangency, for an angle point in this tract;

THENCE S 60 deg. 16' 20" E 171.94 ft. to a point of curve to the right, for an angle point in this tract;

THENCE along said curve to the right, the radius of which is 20.00 ft., the arc is 31.42 ft., and the chord bears S 15 deg. 16' E 20.28 ft. to a point for a corner of this tract;

THENCE S 60 deg. 16' 20" E 20.00 ft. to the Place of Beginning, containing 7.47 acres of land.

BY:

  
J. Leroy Bush

Reg. Public Surveyor No. 1828

c:\jtlewis\mtr

EXHIBIT "A"

THENCE with the said curve to the right, the radius is 419.15 ft., the arc distance is 61.13 ft., and the chord bears N 56 deg. 05' 40" W 61.07 ft. to an iron rod at the point of tangency, for the angle point in this tract;

THENCE continuing with the north right-of-way line of Lewis Mountain Drive, N 51 deg. 55' W 62.00 ft. to an iron rod at a point of curve to the right, for an angle point in this tract;

THENCE with said curve to the right along a right-way-line known as Young Lane, dedicated in the above mentioned Lewis Mountain Phase One plat of record, the radius is 20.00 ft., the arc distance is 31.42 ft., and the chord bears N 6 deg. 55' W 20.28 ft. to an iron rod at the point of tangency, for an angle point in the east right-of-way line of Young Lane, for an angle point in this tract;

THENCE with the east right-of-way line of Young Lane, N 38 deg. 05' E 10.00 ft. to an iron rod at a point of curve to the left, for an angle point in this tract;

THENCE with the said curve to the left of which the radius is 380.00 ft., the arc distance is 204.51, and the chord bears N 22 deg. 39' 55" E 202.05 ft. to an iron rod at the point of tangency, for an angle point in this this tract;

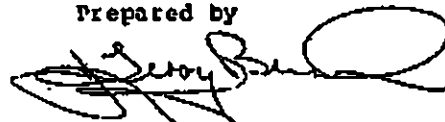
THENCE continuing with the east right-of-way line of Young Lane, N 7 deg. 14' 50" E 228.52 ft. to a concrete monument, for angle point in this tract;

THENCE leaving the east right-of-way line of Young Lane, N 68 deg. 54' E 254.88 ft. to an iron rod in the west line of the Paschall 22.17 acres, for the most northerly Northeast corner of this tract;

THENCE with the west line of the Paschall 22.17 acres, S 29 deg. 53' 30" W 418.00 ft. to an iron stake at the base of a corner fence post at the Southwest corner fo the said 22.17 acres, for a Re-entrant corner of this tract;

THENCE with the south line of the Paschall 22.17 acres, S 63 deg. 54' 20" E 576.98 ft. to the Place of Beginning, containing 4.56 acres of land.

Prepared by



J. Leroy Bush

## ATTACHMENT 2

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. SOLAR & WIND DEVICE POLICY ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

#### **A. DEFINITIONS AND GENERAL PROVISIONS**

1. Solar Energy Device Defined. A “Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, “Energy Efficiency Roofing” means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the “ACC”) is required prior to installing a Solar Energy Device or Energy Efficient Roofing. All Solar Energy Devices are restricted to the back or side yard, are to be located behind the property fence and not visible from the street. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

4. Wind Device Defined. A “Wind Energy Device” means a system or a series of mechanisms designed primarily to provide produce electrical or mechanical power by wind. The term includes a mechanical or chemical device that has the ability to capture wind energy for use in the production of electrical power.

## **B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below unless the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If

the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**C. ENERGY EFFICIENT ROOFING**

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

**D. WIND ENERGY DEVICES**

The installation of Wind Energy Devices is prohibited in Lewis Mountain Ranch.

### ATTACHMENT 3

#### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration

#### **A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.**

Approval by architectural review authority under the Declaration (the “ACC”) is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a “**Rainwater Harvesting System**”). A Rainwater Harvesting System is restricted to the back yard or side yard, is to also be located behind the property fence and not visible from the street. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS**

1. Approval Application. Approval by the ACC is required prior to installing a Rainwater Harvesting System. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the “**Rain System Application**”). A Rain System Application may only be submitted by an Owner unless the Owner’s tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii)

commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) Any and all Rain System Devices shall be shielded from view from the street and neighboring properties.

(vi) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

## ATTACHMENT 4

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Declaration.

#### **A. ARCHITECTURAL REVIEW APPROVAL**

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States Military ("**Permitted Flag**"). Only one (1) permitted flagpole is allowed per residence ("**Permitted Flagpole**"). A Permitted Flag need not be approved in advance by the architectural review authority under the Declaration (the "**ACC**").

2. Approval Required. Approval by the ACC is required prior to installing a vertical freestanding Permitted Flagpole in the front area of any residential lot ("**Freestanding Flagpole**"). The Freestanding Flagpole is permitted in the front yard only and is required to be placed in a straight line from the center of the front door of the home to the street. A Freestanding Flagpole is not permitted within any easements located upon the property. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association



or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole is permitted per residential lot, on which only Permitted Flags may be displayed;
- (b) Any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or the flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

## ATTACHMENT 5

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. **General Guidelines.** Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5"x5" = 25 square inches).

3. **Prohibitions.** No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. **Removal.** The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. **Covenants in Conflict with Statutes.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

## ATTACHMENT 6

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

1. Background. LEWIS MOUNTAIN RANCH is subject to that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto (“**Declaration**”). In accordance with the Declaration, the Lewis Mountain Ranch Property Owners Association, Inc., a Texas non-profit corporation (the “**Association**”) was created to administer the terms and provisions of the Declaration. Unless the 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 covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the “**Restrictions**”), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

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 Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, 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 Restrictions. 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 Restrictions 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 Restrictions. 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. See Attachment 12 for the Association’s Schedule of Fines.

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30<sup>th</sup>) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:
  - a. New 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 notice will state a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
  - b. Repeat Violation. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.
  - c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board 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. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.
6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing 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 may attend the hearing in person, or may be represented by another person or written communication. 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. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.
8. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.
9. 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. The notice may be published and distributed in an Association newsletter or other community-wide publication.

## 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 hearing an appeal by \_\_\_\_\_ from the penalties imposed by the Association for violation of the Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal 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 the appealing party 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 the 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, an acceptable 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 the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, 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 7

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. ASSESSMENT COLLECTION POLICY

Lewis Mountain Ranch is a community (the "**Community**") created by and subject to the Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto ("**Declaration**"). The operation of the Community is vested in the Lewis Mountain Ranch Property Owners Association, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Annual Assessments and Special Assessments pursuant to the terms and provisions of the Declaration.

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

#### **Section 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay Annual Assessments and Special Assessments. Annual 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 Annual Assessments or Special Assessments that are 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 Annual Assessment or Special Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee plus interest per month, pursuant to the Declaration, or at the highest rate allowed by applicable usury laws then in effect on the amount of the Annual Assessment or Special Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full. Please refer to Attachment 12 of this Community Manual for more information related to fees, fines and penalties.
- 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 an Annual 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 an Annual 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   | (4) Other attorney's fees not associated with delinquent assessments |
| (2) Current assessments  | (5) Fines and Interest   |
| (3) Attorney fees and costs associated with delinquent assessments, or third party collection costs associated with delinquent assessments, or any other charge that could provide for the basis for foreclosure | (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 and a maximum term of eighteen (18) 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. 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. 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. COLLECTION PROCEDURES**

- 4-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 managing agent, an attorney, or a debt collector.
- 4-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 hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. 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.
- 4-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.
- 4-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 4-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 4-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 4-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 of 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.
- 4-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.
- 4-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.
- 4-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 tenant, whose account with the Association is delinquent for at least thirty (30) days.

## **Section 5. GENERAL PROVISIONS**

- 5-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.
- 5-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Restrictions and the laws of the State of Texas.
- 5-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 Restrictions 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 Special Assessments and Annual Assessments, or reimbursed to the Owner if those assessments are paid in full.
- 5-D. Notices. Unless the Restrictions, 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

resident is deemed notice to all residents. 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.

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

## ATTACHMENT 8

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS 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 Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the 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 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) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not 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 or the Certificate of Formation, the Bylaws and the 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, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. 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 a 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.



**ATTACHMENT 9**

**THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS 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 **Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One** as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

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 declaration or 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, or as otherwise referred to in this notice as the “Governing Documents.”

2. **Recordation of All Governing Documents.** The Association shall file all of the Governing 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 Governing 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 Governing Documents.** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

## ATTACHMENT 10

### THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC. STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Annual Meetings Mandatory.** As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

2. **Notice of Election or Association Vote.** Not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board Members.

3. **Election of Board Members.** Except during any development period established in the Declaration (see Paragraph 11 below), any Board Member whose term has expired must be elected by Owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. **Eligibility for Board Membership.** The Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. **Right to Vote.** Except during any development period established in the Declaration (see Paragraph 11 below), 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.

6. **Voting; Quorum.** The voting rights of an Owner 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 any method of representative or delegated voting provided by the Association's governing documents.

7. **Written Ballots.** 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-wide election, written and signed ballots are not required for uncontested races.

8. **Absentee or Electronic Ballots.** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) 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.

a. **Meaning of Electronic Ballot.** Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. **Solicitation of Votes by Absentee Ballot.** Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) 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."*

9. **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. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. **Recount of Votes.** Any Owner may, not later than the fifteenth (15<sup>th</sup>) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) 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 Owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30<sup>th</sup>) day after the date of

receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

- a. Vote Tabulator. At the expense of the Owner requesting the recount, 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: (a) 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 (b) is either a person agreed on by the Association and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.
- b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.
- 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.

**ATTACHMENT 11**

**THE LEWIS MOUNTAIN RANCH PROPERTY OWNERS ASSOCIATION, INC.**  
**STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain **Declaration of Covenants, Conditions and Restrictions for Lewis Mountain Ranch – Phase One** as recorded at Document No. 7218461, Official Public Records of Travis County, Texas and any amendments or annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. **Definition of Board Meetings.** As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) 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; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. **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, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. **Location.** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. **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.

5. **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 property Owner not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) 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 Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner'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.

6. **Meeting without Prior Notice.** A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners 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, without prior notice to Owners under Paragraph 5 above consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or
- (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

**ATTACHMENT 12**

**SCHEDULE OF FINES, PENALTIES, INTEREST, AND FEES**

**FEES**

- ACC Project fee: \$75
- Sale of Property
  - Resale Certificate Fee: \$200
  - Membership Transfer Fee: \$200
- Refinance of Property
  - Resale Certificate Fee: \$100
  - Membership Transfer Fee: NA
- Document Copying & Delivery:
  - Electronic Copy & Delivery: \$25 per document plus the actual cost of the delivered media (e.g. DVD, Flash Drive, etc.)
  - Hard Copy: \$25 per document plus \$0.15 per page plus actual cost of postage or delivery service.

**FINES FOR VIOLATION OF CC&Rs**

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 Restrictions. The Board may elect to pursue 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, frequency, and effect of the violation:

**FINES:**

**New Violation:**

**Fine Amount:**

1 <sup>st</sup> Notice	<b>Warning</b>
2 <sup>nd</sup> Notice	<b>\$25.00</b>
3 <sup>rd</sup> Notice	<b>\$50.00</b>
4 <sup>th</sup> Notice	<b>\$100.00</b>
Each Subsequent Notice:	<b>\$125.00</b>

**Repeat Violation:**

1 <sup>st</sup> Notice	<b>\$50.00</b>
2 <sup>nd</sup> Notice	<b>\$75.00</b>
3 <sup>rd</sup> Notice	<b>\$100.00</b>
4 <sup>th</sup> Notice	<b>\$125.00</b>
Each Subsequent Notice:	<b>\$150.00</b>

**Continuous Violation:**

Final Notice

**\$100/month until cured**

**PENALTIES AND INTEREST FOR DELINQUENT ASSESSMENTS AND OVERDUE FINES**

Annual Dues are payable and due by January 31 each year. Special assessments are payable and due according to the specific invoice for each such assessment.

- If paid 1 month (or partial month) after due, an \$18 Penalty is added.
- If paid 2 months (or partial month) after due, a 36 Penalty is added.
- If paid 3 months (or partial month) after due, a \$54 Penalty is added.
- If paid 4 or more months (or partial month) after due, a \$54 Penalty plus 1.5% per month, compounded monthly.





**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

**DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS**

October 04 2012 04:12 PM

FEE: \$ 208.00 2012168367