

AFTER RECORDING RETURN TO:  
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**HIGHLANDS AT MAYFIELD RANCH**  
**FIRST AMENDED AND RESTATED COMMUNITY**  
**MANUAL**

THIS DOCUMENT AMENDS AND RESTATES THAT CERTAIN HIGHLANDS AT MAYFIELD RANCH COMMUNITY MANUAL RECORDED AS DOCUMENT NO. 2013078161, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND HIGHLANDS AT MAYFIELD RANCH FIRST SUPPLEMENT TO COMMUNITY MANUAL RECORDED AS DOCUMENT NO. 2019120188, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ALL POLICIES HEREIN HAVE BEEN REPLACED IN THEIR ENTIRETY WHETHER SUCH POLICIES WERE OR WERE NOT PREVIOUSLY RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Cross reference to (i) Highlands at Mayfield Ranch First Amended and Restated Master Covenant, recorded as Document No. 2022133956 in the Official Public Records of Williamson County, Texas, as amended.

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

**HIGHLANDS AT MAYFIELD RANCH**

**FIRST AMENDED AND RESTATED COMMUNITY MANUAL**

HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership, is the Declarant under the Highlands at Mayfield Ranch First Amended and Restated Master Covenant, recorded as Document No. 2022133956 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Covenant"). Highlands at Mayfield Ranch Master Community, Inc., a Texas nonprofit corporation (the "Association"), caused to be adopted and recorded that Highlands at Mayfield Ranch Community Manual, recorded under Document No. 2013078161 in the Official Public Records of Williamson County, Texas, as supplemented (collectively the "Community Manual"). Pursuant to *Article 1* of the Covenant, Declarant reserved the right to amend the Community Manual during the Development Period. The Development Period has not yet expired. This Highlands at Mayfield Ranch First Amended and Restated Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Highlands at Mayfield Ranch First Amended and Restated Community Manual on the 2nd day of December, 20 22.

**DECLARANT:**

**HIGHLANDS AT MAYFIELD RANCH, LTD.**, a Texas limited partnership

By: **BJM Mayfield Ranch, GP, Inc.**, a Texas corporation, its General Partner

*[Handwritten Signature]*  
By: \_\_\_\_\_

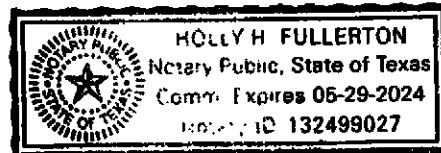
Blake J. Magee, President

THE STATE OF TEXAS        §  
   §  
COUNTY OF Travis        §

This instrument was acknowledged before me on December 2, 2022 by Blake J. Magee, President of BJM Mayfield Ranch, GP, Inc., a Texas corporation, General Partner of Highlands at Mayfield Ranch, Ltd., a Texas limited partnership, on behalf of said entities.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

[SEAL]



**HIGHLANDS AT MAYFIELD RANCH  
FIRST AMENDED AND RESTATED COMMUNITY MANUAL  
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**ATTACHMENT 1**

**CERTIFICATE OF FORMATION**

[SEE ATTACHED]

Unofficial Document

Form 202

Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 FAX: 812/463-5709



**Certificate of Formation  
 Nonprofit Corporation**

Filed in the Office of the  
 Secretary of State of Texas  
 Filing #: 801812231 07/08/2013  
 Document #: 488827770002  
 Image Generated Electronically  
 for Web Filing

Filing Fee: \$25

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**Highlands at Mayfield Ranch Master Community, Inc.**

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Blake J. Magee**

C. The business address of the registered agent and the registered office address is:

Street Address:

**1011 North Lamar Austin TX 78703**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Blake J. Magee**

Title: **Director**

Address: **1011 North Lamar Austin TX, USA 78703**

Director 2: **Blair Magee**

Title: **Director**

Address: **1011 North Lamar Austin TX, USA 78703**

Director 3: **Amy Frederick**

Title: **Director**

Address: **1011 North Lamar Austin TX, USA 78703**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. The Association is formed**

for the purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain Highlands at Mayfield Ranch Master Covenant, to be recorded in the Official Public Records of Williamson County, (as the same may be amended from time to time, the "Master Covenant"). Without limiting the generality of the foregoing, the Association is organized for the following general purposes:

- (a) to fix, levy, collect, and enforce payment by any lawful means all charges or assessments arising pursuant to the terms of the Master Covenant;
- (b) to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Association's property; and
- (c) to have and to exercise any and all powers, rights, and privileges which a corporation organized under the Texas Business Organizations Code may now, or later, have or exercise.

The above statement of purposes shall be construed as a statement of both purposes and powers. The purposes and powers stated in each of the clauses above shall not be limited or restricted by reference to, or inference from, the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

#### Supplemental Provisions / Information

##### ARTICLE 6 - MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Master Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

##### ARTICLE 7 - VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Master Covenant. No owner, other than the Declarant under the Master Covenant, shall be entitled to vote at any meeting of the Association until such owner has presented to the Association evidence of ownership of a qualifying property interest in the Property. The vote of each owner may be cast by such owner or by proxy given to such owner's duly authorized representative.

##### ARTICLE 8 - LIMITATION OF DIRECTOR LIABILITY

A director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only,

and shall not adversely affect any limitation of the personal liability of a director of the Association existing at the time of the repeal or modification.

#### **ARTICLE 9 - INDEMNIFICATION**

Each person who acts as a director or officer of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his being or having been such director or officer, or by reason of any action alleged to have been taken or omitted by him in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association.

#### **ARTICLE 10 - DISSOLUTION**

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Master Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

#### **ARTICLE 11 - ACTION WITHOUT MEETING**

To the fullest extent permitted by applicable law, any action required by law to be taken at any annual or special meeting of the members of the Association, or any action that may be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of members having the total number of votes of the Association necessary to enact the action taken, as determined under the Master Covenant or this Certificate of Formation.

#### **ARTICLE 12 - AMENDMENT**

Amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association. In the case of any conflict between the Master Covenant and this Certificate of Formation, the Master Covenant shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[The attached addendum, if any, is incorporated herein by reference.]

#### **Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer are set forth below.

**Joshua D. Bernstein**      **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Joshua D. Bernstein**

Signature of organizer.

FILING OFFICE COPY

Unofficial Document



## ATTACHMENT 2

### FIRST AMENDED AND RESTATED BYLAWS OF HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.

#### ARTICLE I INTRODUCTION

The name of the corporation is Highlands at Mayfield Ranch Master Community, Inc., a Texas nonprofit corporation, hereinafter referred to as the ("Association"). The principal office of the Association shall initially be located in Williamson County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Williamson, as may be designated by the Board of Directors as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Highlands at Mayfield Ranch First Amended and Restated Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "Covenant"), including the number, qualification, appointment, removal, and replacement of Directors.

#### ARTICLE II DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning ascribed to such terms in the Covenant.

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

**Section 3.1. Membership.** Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Covenant.

**Section 3.2. Place of Meetings.** Except if otherwise held by electronic or telephonic means, meetings of the Association shall be held at a location designated by the Board, either within the Development or as convenient thereto as possible and practical.

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

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

**Section 3.5. Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in an electronic newsletter of general

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

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

**Section 3.7. Quorum.** Except as provided in these Bylaws or in the Covenant, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings.

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

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

**Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically.**

On any matter as to which a Member is entitled individually to cast the vote for his Lot such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic HIGHLANDS AT MAYFIELD RANCH ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(A) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

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

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

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

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

(2) **Electronic Ballots.** "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

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

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

(a) **Cost of Recount.** The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than

the 20<sup>th</sup> day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30<sup>th</sup> day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30<sup>th</sup> day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30<sup>th</sup> day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount Requesting Member on or before the 30<sup>th</sup> business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30<sup>th</sup> business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

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

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

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

#### ARTICLE IV BOARD OF DIRECTORS

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

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with *Section 3.3* of the Covenant, no later than the 10<sup>th</sup> anniversary of the date the Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10<sup>th</sup> anniversary of the date the Covenant is Recorded, or sooner as determined by Declarant, the Board will call a meeting of the Members of the Association for the purpose of electing one-third (1/3) of the Board (the "**Initial Member Election Meeting**"), where the Members will elect one (1) Director for a one (1) year term ("**Initial Member Elected Director**"). Declarant will continue to appoint and remove two-thirds (2/3) of the Board after the Initial Member Election Meeting until expiration or termination of the Development Period or sooner as determined by Declarant. Notwithstanding the foregoing, the Initial Member Elected Director's term will expire as of the date of the Member Election Meeting.

(c) At the expiration of the Development Period, Declarant will thereupon call a meeting of the Members of the Association (the "**Member Election Meeting**") where the Declarant-appointed Directors will resign and the Members will elect seven (7) new directors. At the first Member Election Meeting, the three (3) candidates receiving the highest numbers of votes shall be elected to serve three (3) year terms, the two (2) candidates receiving the next highest numbers of votes shall be elected to serve two (2) year terms, and the two (2) candidates receiving the next highest numbers of votes shall be elected to serve one (1) year terms. After the first Member Election Meeting, all directors shall be elected for terms of three (3) years. The Board may increase or decrease the number of directors on the Board from time to time, but the number

of directors must always be an odd number, shall not contain less than three (3) directors and shall not exceed nine (9) directors. The Board shall at all times preserve the staggered terms.

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

(e) Each Director, other than Directors appointed by Declarant, shall be a Member. In the case of corporate, partnership, or other entity ownership of a Lot, the Director must be a duly authorized agent or representative of the corporation, the partnership, or other entity which owns the Lot. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

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

**Section 4.3. Nominations to Board of Directors.** Members may be nominated for election to the Board of Directors in either of the following ways:

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

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

**Section 4.5. Vacancies on Board of Directors.** Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

**Section 4.6. Removal of Directors.** Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the majority of the Members which elected such Director.

**Section 4.7. Solicitation of Candidate for Election to the Board.** At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Master Community Facilities or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

## ARTICLE V MEETINGS OF DIRECTORS

**Section 5.1. Development Period.** The provisions of this Article V do not apply to Board meetings during the Development Period (as defined in the Covenant) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

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

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

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

**Section 5.5. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 5.6. Open Board Meetings.** All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed



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

**Section 5.7. Location.** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in a location designated by the Board, either within the Development or in an alternate location as convenient thereto and practical as possible.

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

**Section 5.9. Notices.** Members shall be given notice of the date, hour, and place, and agenda of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10<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 one hundred forty-four (144) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Master Community Facilities or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) days hours after adjourning the meeting being continued.

**Section 5.10. Unanimous Consent.** During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the

same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents (*i.e.*, declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

**Section 5.11. Meeting Without Prior Notice.** The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than 10 percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

**Section 5.12. Telephone and Electronic Meetings.** Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting.

## ARTICLE VI POWERS AND DUTIES OF THE BOARD

**Section 6.1. Powers.** The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

- (a) adopt, amend, revoke, Record, and publish the Rules and Regulations;
- (b) suspend the right of a Member to use of the Master Community Facilities during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules and Regulations by such Member exists;
- (c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;
- (d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;
- (e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (f) employ such employees as they deem necessary, and to prescribe their duties;
- (g) as more fully provided in the Covenant, to:
  - (1) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Covenant; and
  - (2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);
- (i) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (k) exercise such other and further powers or duties as provided in the Covenant or by law.

## ARTICLE VII OFFICERS AND THEIR DUTIES

**Section 7.1. Enumeration of Offices.** The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 7.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

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

**Section 7.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 7.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

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

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

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

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

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board

and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

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

#### **ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, create a committee or committees for any purpose; provided, that any such committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

#### **ARTICLE IX BOOKS AND RECORDS**

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

#### **ARTICLE X ASSESSMENTS**

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which

the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

#### ARTICLE XI CORPORATE SEAL

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

#### ARTICLE XII AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period; or (iii) after the expiration or termination of the Development Period, by a Majority vote of the Board of Directors.

#### ARTICLE XIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

#### ARTICLE XIV MISCELLANEOUS

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

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

**Section 14.3. Conflict.** In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control. In the case of any conflict between these Bylaws and

any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

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

**Section 14.5. No Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Unofficial Document

**ATTACHMENT 3****HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.****FIRST AMENDED AND RESTATED FINE AND ENFORCEMENT POLICY**

1. **Background.** Highlands at Mayfield Ranch is subject to that certain Highlands at Mayfield Ranch First Amended and Restated Master Covenant recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time ("**Covenant**"). In accordance with the Covenant, Highlands at Mayfield Ranch Master Community, Inc., a Texas nonprofit corporation (the "**Association**") was created to administer the terms and provisions of the Covenant. Unless the Covenant 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 Documents including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

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

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

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

4. **Amount.** The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association



may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

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

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

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

C. Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within

the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, or virtually if available, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and Request 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 209 Hearing Policy in Attachment 12 of the First Amended and Restated Community Manual.

7. Due Date. Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the

attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including reasonable attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.13 of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

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

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

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

**Schedule of Fines**

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to 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:**

**Violation Enforcement Policy:**

|   |   |
|---|---|
| <p><b>New Violation:</b><br/><b>Notice of Violation</b></p> | <p><b>Fine Amount:</b><br/><b>\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)</b></p> |
|---|---|

|  |   |
|--|---|
| <b>Repeat Violation (No Right to Cure or Uncurable Violation):</b> | <b>Fine Amount:</b><br>1st Notice \$50.00<br>2nd Notice \$75.00<br>3rd Notice \$100.00<br>4th Notice \$125.00 |
| <b>Continuous Violation:<br/>Continuous Violation Notice</b>       | <b>Amount TBD by the Board on a case-by-case basis.</b>   |

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

Unofficial Document

## ATTACHMENT 4

### HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.

#### FIRST AMENDED AND RESTATED ASSESSMENT COLLECTION POLICY

Highlands at Mayfield Ranch is a community (the "**Community**") created by and subject to the Highlands at Mayfield Ranch First Amended and Restated Master Covenant recorded in the Official Public Records of Williamson County, Texas, and any amendments or supplements thereto ("**Covenant**"). The operation of the Community is vested in Highlands at Mayfield Ranch Master Community, Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the Documents, including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

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

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

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

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

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

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

1-E. Insufficient Funds. The Association may levy a charge of \$25, or such greater amount charged to the Association by its bank, for any check returned to the Association marked "not sufficient funds" or the equivalent.

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

## Section 2. INSTALLMENTS & ACCELERATION

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

## Section 3. PAYMENTS

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

- (1) Delinquent assessments
- (2) Current assessments
- (3) Reasonable Attorney fees and costs associated
- (4) Other reasonable attorney's fees
- (5) Fines
- (6) Any other amount with delinquent assessments

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

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

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

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

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

#### **Section 4. LIABILITY FOR COLLECTION COSTS**

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

#### **Section 5. COLLECTION PROCEDURES**

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

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the

Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

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

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

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

5-F. Collection. If the Owner's account remains delinquent for a period of five (5) months or more, with the Board's approval, the Manager of the Association or the Board of the Association may refer the delinquent account to the Association's attorney or assign the debt to one or more collection agencies for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association), then
- (2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
- (3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
- (4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

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



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

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

## Section 6. GENERAL PROVISIONS

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

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

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

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

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

**ATTACHMENT 5****HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.****FIRST AMENDED AND RESTATED RECORDS INSPECTION, COPYING AND  
RETENTION POLICY**

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Highlands at Mayfield Ranch First Amended and Restated Master Covenant recorded in the Official Public Records of Williamson County, Texas, as amended (collectively the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant 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 Covenant.

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

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

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

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, 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, 2020, and the retention period is five (5) years, the retention period begins on December 31, 2020 and ends on December 31, 2025. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed.

Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.
6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.
7. **Presence of Board Member or Manager; No Removal.** At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

Unofficial Document

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

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

(b) Copy charge.

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

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

- (A) Diskette--\$1.00;
- (B) Magnetic tape--actual cost;
- (C) Data cartridge--actual cost;
- (D) Tape cartridge--actual cost;
- (E) Rewritable CD (CD-RW)--\$1.00;
- (F) Non-rewritable CD (CD-R)--\$1.00;
- (G) Digital video disc (DVD)--\$3.00;
- (H) JAZ drive--actual cost;
- (I) Other electronic media--actual cost;
- (J) VHS video cassette--\$2.50;
- (K) Audio cassette--\$1.00;
- (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;
- (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested

information may be accessed and copied, the governmental body may charge for the programmer's time.

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

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

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

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

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

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

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

(B) A remote storage facility.

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

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

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

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

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

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

(e) Overhead charge.

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

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

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

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

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

(g) Remote document retrieval charge.

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

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

(h) Computer resource charge.

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

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

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

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



processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

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

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

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

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

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

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

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

**ATTACHMENT 6****HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.****FIRST AMENDED AND RESTATED STATUTORY NOTICE OF  
POSTING AND RECORDATION OF ASSOCIATION GOVERNING  
DOCUMENTS**

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Highlands at Mayfield Ranch First Amended and Restated Master Covenant recorded in the Official Public Records of Williamson County, Texas, as amended (collectively the "Covenant").

1. **Dedictory Instruments.** As set forth in Texas Property Code Section 202.001, "dedictory 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 Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedictory instrument" is referred to in this notice and the Covenant as the "Documents."
2. **Recordation of All Documents.** The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedictory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. **Online Posting of Documents.** The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association, or a management company on behalf of the Association, maintains a publicly accessible website.

**ATTACHMENT 7****HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.****EMAIL REGISTRATION POLICY**

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain **Highlands at Mayfield Ranch First Amended and Restated Master Covenant** recorded in the Official Public Records of Williamson County, Texas, as amended (collectively the "Covenant").

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.
2. **Email Registration.** Should the owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. **Failure to Register.** An owner may not receive email notification or communication of annual or special meetings of members of the Association should the owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association manager from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.
4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

## ATTACHMENT 8

### HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.

#### PARKING RULES AND REGULATIONS

1. Owner or Resident On Street Parking. No owner or resident may park a vehicle on any road or street within the Development Area unless in the event of an emergency or as otherwise approved in writing by the Board.

2. Guests and/or Visitors Parking. Guests and/or visitors may not park a vehicle on any road or street within the development Area for more than twenty-four (24) consecutive hours unless in the event of an emergency or as otherwise approved in writing by the Board.

3. Amenity Center Parking. The Amenity Center parking lot is temporary parking only while using the Amenity Center, Pool or Playground. No overnight parking is permitted.

4. Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, all-terrain vehicles and garden maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from view. No repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner. (Development Area Declaration 2.15)

5. Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles. No mobile home (with or without wheels, temporarily or permanently affixed), manufactured home, travel trailer, or recreational vehicle may be parked or placed on any Lot and used as a residence, either temporary or permanent, at any time. In the event of any dispute regarding the effect or application, the interpretation of the Highlands at Mayfield Ranch Reviewer will be final. (Development Area Declaration 2.17)

6. Loading & Unloading Recreational Vehicles and Boats. A resident may park their Recreational Vehicle ("RV") or Boat on the street outside their residence for a period not to exceed twenty-four (24) consecutive hours in any seven (7) day period for the purpose of loading and unloading. The RV or boat may not be used as a temporary residence during this time.

7. Blocking the Sidewalk. No vehicle is to park on a sidewalk, or park with the body of the vehicle extending over a portion of a sidewalk.

8. Miscellaneous. Parking is prohibited on landscaping or unpaved areas at all times.

9. Definitions.

**Emergency**. An event which jeopardizes life or property.

**Guests**. A person or persons staying at the residence less than ten (10) days in a thirty (30) day period.

**Park**. A vehicle left unattended for more than thirty (30) consecutive minutes.

Unofficial Document

**ATTACHMENT 9****HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.****RULES FOR USE OF POOLS, SPLASH-PAD AND PLAYGROUND**

The pools and splash-pad are open seasonally every year. Please check the Community website HMR-HOA.com for specific dates and times.

**THERE IS NO LIFEGUARD ON DUTY AT THE POOL.  
SWIM AT YOUR OWN RISK.**

**Access:** The use of the facility is for Highlands at Mayfield Ranch residents and their guests only. Residents must have an activated pool fob to access the pool area. Upon payment of the fee set by the Board and completion of the waiver, a resident in good standing will be issued a pool fob by the Management Company. A pool fob may not be given or loaned to any person outside the resident's immediate family. A resident's pool fob may be deactivated following the loss of pool privileges. All pool fobs will be deactivated when the pool closes for the season and reactivated at the start of the next season on completion of a new waiver, if one is required. Additional information about pool fobs and the required waiver can be found on the Association's web site, HMR-HOA.com.

**Guests:** Each household has a limit of 4 guests per day.

**Supervision:** All children 14 years of age and under must have adult supervision at all times.

**Swim Diapers:** All infants/toddlers must wear swim diapers with plastic training pants. No regular disposable diapers or other diapers are allowed at ANY time. Changing diapers within six feet (6') of the pools and splash-pad is prohibited.

**Conduct:** Any conduct deemed to be dangerous or unwarranted is grounds for a word of caution, reprimand or suspension from the pool area.

- Running, jumping, skipping, or anything other than walking inside the pool area is prohibited.
- No pets, bikes, skateboards, rollerblades, scooters, or motorized cycles are allowed within the pool area.
- No vaping, smoking or tobacco products.
- No person may take, throw, admit, or allow any foreign substances in the pools.

- Drinks and food items must be consumed in designated areas only and at least six feet (6') away from the pools and splash-pad. Glass articles are prohibited.
- No diving.
- No alcohol or drugs.
- Do not swim if you have been ill with Diarrhea within the past two (2) weeks.
- Do not swim if you have a contagious disease.
- No profanity, swearing, cursing, or other language that is deemed inappropriate for a family setting.
- No loud music.

HOA management shall have the authority to enforce all policies and procedures.

**Bad Weather:** When lightning or thunder is in the area, all swimmers will clear the pools and remain away from the water for a minimum of thirty (30) minutes after lightning or thunder has ceased. Swimmers do not have to leave the pool area, however they must remain a safe distance from the water.

**Loss of Pool Privileges:** Any individual(s) using the pools after hours (see Association web site), will lose all pool privileges for the season.

Any individual(s) committing acts of vandalism to the pool, pool house, jumping fence, equipment and/or surrounding area will lose all pool privileges for a period of time to be determined by the Association Board, and be held responsible for cleaning and/or repair of damaged items.

Vandalism and trespassing will be prosecuted.

**Restrooms:** The restrooms are cleaned with a germicide which when applied reduces and controls the growth or harmful bacteria found on urinals, commodes and seats. The designated maintenance person(s) is responsible for cleaning mirrors, counters, stocking hand towels, emptying trash, and hosing down floors. Please help keep your restrooms clean by cleaning up after yourself.

#### **PLAYGROUND RULES**

Playground/park for use by residents only.

Use playground at your own risk.

Proper footwear required.

Improper use of equipment prohibited.

No glass containers or alcoholic beverages.

Use of play equipment could lead to exposure of direct airborne illnesses.

**SECURITY CAMERAS**

There are security cameras at various points around the Amenity Center and pool area. In the event of dangerous behavior, vandalism or trespassing the security tape may be reviewed by a minimum of two Board members together and, if appropriate, turned over to the Williamson County Sheriff's Department.

**IF ADDITIONAL RULES ARE NECESSARY, THEY WILL BE POSTED AT THE  
POOL AREA AND/OR PLAYGROUND AND WILL ALSO APPLY**

Unofficial Document



## ATTACHMENT 10

### HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.

#### FIRST AMENDED AND RESTATED RULES AND REGULATIONS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Highlands at Mayfield Ranch First Amended and Restated Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "Covenant").

#### INITIAL RULES & REGULATIONS

These First Amended and Restated Rules & Regulations are established by **HIGHLANDS AT MAYFIELD RANCH, LTD**, a Texas limited partnership, for the benefit of Highlands at Mayfield Ranch Master Community, Inc., a Texas non-profit corporation (the "Association"). These Community Rules are the "Rules" defined in *Article 1* of the Highlands at Mayfield Ranch First Amended and Restated Master Covenant, recorded in the Official Public Records of Williamson County, Texas (the "Covenant").

These Rules are in addition to the provisions of the Covenant and Bylaws. By owning or occupying a Residential Lot, each Owner and Occupant agrees to abide by these Rules and to comply with the obligations of Owners and Occupants under the Covenant and Bylaws of the Association.

Words and phrases defined in the Covenant have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Covenant (highest), any applicable Development Area Declaration, Bylaws, and these Rules (lowest). The Association's board of directors is empowered to interpret, enforce, amend, and repeal these Rules.

#### A. COMPLIANCE

A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Occupants of his Residential Lot, and his or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Occupant," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Occupant is responsible. The Owner is ultimately responsible for compliance by all persons using or related to his Residential Lot. An Owner should contact the Association if he has a

question about these Rules. The Association has the right to enforce these Rules against any person on the Property.

- A-2. Additional Rules – Posted Signs. Each Occupant must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Occupant must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.
- A-4. Limits. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem and that it is fiscally prudent to take action. The Association may not be compelled by one Occupant to enforce these Rules against another Occupant.
- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association may accept complaints from Occupants to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. Generally, a complaint must be in writing and must be signed by an Occupant or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (a) that cannot be easily and independently verified, (b) for which it did not receive a signed written complaint, (c) for which the complainant will not cooperate with monitoring the violation and compliance, (d) which the Board does not consider to be significant or community-wide, or (e) if the Board determines it is not fiscally prudent or otherwise in the best interests of the Association to enforce.

## **B. OBLIGATIONS OF OWNERS AND OCCUPANTS**

- B-1. Damage. An Owner is responsible for any loss or damage he causes to his Residential Lot, other Residential Lots, the personal property of other Occupants or their guests, or to the Common Areas.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his personal property in or on the Property. Each Occupant is solely responsible for

insuring his personal property in the Residential Lot and on the Property, including furnishings and vehicles.

THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND OCCUPANTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.

- B-3. Risk Management. An Owner may not permit anything to be done or kept in his Residential Lot or the Common Areas that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his Residential Lot, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Common Area caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage Sales. Without the Board's prior written permission, or unless sponsored by the Board, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Residential Lot, unless combined with a prohibited activity.

### C. OCCUPANCY STANDARDS

- C-1. Leases. Each lease must be in writing. At the Association's request, an Owner must give the Board the name, mailing address, telephone number and email address for each person who will reside on the Residential Lot, along with the start date and term of the lease. A Residential Lot may not be leased for hotel or transient purposes. Less than the entire Residential Lot may not be leased. See applicable provisions of the Documents for additional leasing requirements.
- C-2. Danger. As permitted by the federal Fair Housing Act Rules, no Residential Lot may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

#### **D. SAFETY**

- D-1. **Safety.** Each Occupant is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Occupant has a duty of care, control, or custody.
- D-2. **Security.** The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Occupant, guest, and invitee on the Property assumes all risk for loss or damage to his person, to his Residential Lot, to the contents of his Residential Lot, and to any other of his property on the Property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.
- D-3. **Responsibility.** Each Owner and Occupant is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and/or invitees and any person on the Property to whom the Owner or Occupant has a duty of care, control, or custody.

#### **E. GENERAL USE AND MAINTENANCE OF RESIDENTIAL LOT**

- E-1. **Residential Use.** Each Residential Lot must be used solely for residential use, and may not be used for commercial or business purposes, except as permitted in the Covenant. This restriction does not prohibit an Occupant from using his Residential Lot for personal, business, or professional pursuits, provided that: (a) the non-residential use is incidental to the Residential Lot's residential use; (b) the use conforms to applicable laws and ordinances; (c) there is no external evidence of the non-residential use; (d) the non-residential use does not entail visits to the Residential Lot by the public, employees, suppliers, or clients; and (e) the non-residential use does not interfere with the use and enjoyment of neighboring Residential Lots.
- E-2. **Annoyance.** An Occupant may not use his Residential Lot in a way that: (a) annoys Occupants of neighboring Residential Lots; (b) reduces the desirability of the Property as a residential community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.

E-3. Maintenance. An Owner, at his expense, will maintain his Residential Lot and keep it in good repair.

#### **F. GENERAL USE & MAINTENANCE OF COMMON AREAS**

F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.

F-2. Personal Property. The sidewalks, entrances, passages, driveways, parking areas and similar portions of the Common Areas shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property and the Residential Lots. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Areas, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Residential Lot.

F-3. Grounds. Unless the Board designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Areas.

F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Areas, except by the Board or with the Board's prior written consent. Items of personal property found on the General Common Areas are deemed abandoned and may be disposed of by the Board.

#### **G. COMMUNITY ETIQUETTE**

G-1. Courtesy. Each Occupant will endeavor to use his Residential Lot and the Common Areas in a manner calculated to respect the rights and privileges of other Occupants.

G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants or their guests, or the Association's employees and agents.

G-3. Noise and Odors. Each Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Occupants of other Residential Lots or any person while on the Common Areas.

G-4. Feeding of Wildlife Prohibited. The feeding of wildlife within the Common Area, Cave Lots, MUD Pond Lots, and Greenbelt is prohibited.

G-5. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Residential Lot for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Occupants of nearby Residential Lots timely prior notice of the event, as a courtesy.

#### **H. MISCELLANEOUS**

H-1. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.

H-2. Mailing Address. An Owner who receives mail at any address other than the address of his Residential Lot must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Residential Lot is deemed effective for purposes of delivery.

H-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Occupants are urged to contact the Association to verify the rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after an Owner of each Residential Lot has been given a notice of the amendment or revocation of these Rules.

Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Texas.

## ATTACHMENT 11

### HIGHLANDS AT MAYFIELD RANCH

#### ARCHITECTURAL REVIEW APPLICATION AND PROCESS FOR ALL OWNERS (OTHER THAN HOMEBUILDERS)

Approval by the Highlands at Mayfield Ranch Architectural Control Committee ("Committee") is required prior to starting any project that modifies the existing look of the residence, fence, or the land. Any element that is added or changed on the exterior of the residence or the Lot including, but not limited to, solar energy devices, room additions, patio enclosures or covers, play equipment, storage sheds, pergolas/gazebos, pools, spas, hot tubs, fire pits, landscaping, gutters, driveway or sidewalk modifications, exterior paint colors, external generators.

Additional information and restrictions can be found in the relevant sections of the Architectural Rules and Regulations, First Amended and Restated Development Area Declaration and First Amended and Restated Design Guidelines for the Highlands at Mayfield Ranch Master Community. An Architectural Review Application ("**Application**") can only be submitted by an Owner. The Owner is responsible for adherence to the Documents.

The following projects are considered maintenance and do not need to be submitted for approval:

- Repairs that return the property to its original condition.
- Replacing the roof with the same design and color as the old roof.
- Painting the house, trim or exterior doors the same color.
- Staining wood fence with an approved color stain.
- Refreshing or replacing existing landscaping with new plants that are commonly used in South Central Texas.

#### Application - Required Documents

- Completed Application form signed and dated by the Owner. This can be found on the Association's or the Management Company's web site.
- Site plan or survey showing the location of the proposed project, the building setback lines and any easements.
- A copy of any County or City permit required by law.
- A list of all materials to be used including paint and/or stain colors. The approved wood stain colors can be found on the Association's web site.
- Exact dimensions of the project including height, length and width.
- Photo samples of the materials and colors to be used. For landscaping projects, a list of all plants, trees, shrubs and ground cover to be used. All plants must be those commonly used in South Central Texas.
- Photo of the project.

- Estimated dates for the commencement and completion of the project.

#### Application – Submittal, Payment and Review

- The completed Application and all relevant documents should be submitted to the address listed on the Association's or the Management Company's web site.
- Instructions for payment of any applicable fees can be found on the Association's or the Management Company's web site.
- Failure to submit all the required documents and payment will result in a delay in reviewing the application and the Owner will be asked to provide any missing information. Failure to do so within thirty (30) days may result in the denial of the application.
- The Committee has thirty (30) days from the receipt of the completed Application to review the Application and render a decision. The Owner will be notified of approval or denial of the Application by mail.
- The project must commence within thirty (30) days of approval and be diligently prosecuted to completion.
- Within seven (7) days of completion of the project, Owner is required to notify the Architectural Control Committee, through the Management Company, so an inspection of the COMPLETED project can be performed if deemed necessary by the Committee.
- If a project is not started within 180 days of approval, the approval is no longer valid and the Owner must submit a new request for the project.

#### Denied Request and Right of Appeal

- If a request is denied, the Owner must be notified by certified mail, hand delivery, or electronic delivery. The notice must:
  - describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - inform the Owner that the Owner may request a hearing by the Board on or before the 30th day after the date the notice was mailed to the Owner.
- The Board shall hold a hearing under this section not later than the 30th day after the date the board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required under this subsection.
- During a hearing, the Board and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the Committee in the notice provided to the Owner.
- The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
- The Board or the Owner may make an audio recording of the meeting.
- The Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee as consistent with the Documents.



Violations

- If a project is not completed in accordance with the approved Application, the Committee may require the Owner to modify or remove the project. Failure to install a project in accordance with the application is a violation of the Master Documents and may subject the Owner to fines and penalties.
- Any Owner who starts a project without receiving written approval from the Committee will be in violation of the Master Documents and may be subject to fines and penalties.

Disclaimers

The Highlands at Mayfield Ranch Architectural Control Committee is not responsible for:

- Any errors or omissions in the Owner's application.
- Supervising installation or construction to confirm compliance with an approved application.
- Compliance of an approved application with Applicable Law.
- Any project 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.

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**ATTACHMENT 12**

**HIGHLANDS AT MAYFIELD RANCH**

**209 HEARING POLICY**

**RECITALS:**

1. The property encumbered by this 209 Hearing Policy is that property restricted by the "Highlands at Mayfield Ranch Master Covenant", recorded in the Official Public Records of Real Property of Williamson County, Texas, under Clerk's File No. 2013077987, as same has been or may be amended and/or supplemented from time to time ("**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article 10, Section 10.05 of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).

3. Section 209.007 of the Texas Property Code ("**Code**") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.

4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.

5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**BOARD HEARING PARAMETERS**

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

**I.**

### Definitions

- A. "ARC" means the Association's architectural review authority, as defined by Section 209.00505 of the Code which is the Architectural Control Committee. Except during the development period or any period in which the declarant appoints at least a majority of the ARC members or has the authority to veto or modify a decision of the ARC, a person may not be appointed or elected to serve on the ARC if the person is:
- a. A current board member;
  - b. A current board member's spouse; or
  - c. A person residing in a current board member's household.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

### **II.**

#### **Rules Applicable to All Hearings**

- A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case

the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.

- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

### III.

#### **Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application**

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
  - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

### IV.

#### **Additional Rules Applicable to Other Hearings**

- A. Subject to the exceptions set forth in Section II (H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
  - a. the levying of fines for violations of the Dedicatory Instruments;

- b. suspension of an Owner's right to use the Common Areas;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage; or
  - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

Unofficial Document

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2022134062**

Pages: 63 Fee: \$270.00

12/06/2022 02:59 PM

OSALINAS



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

Unofficial Document