

NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR SUMMIT RANCH
HOMEOWNERS' ASSOCIATION, INC.

THIS NOTICE OF DEDICATORY INSTRUMENT FOR SUMMIT RANCH HOMEOWNERS' ASSOCIATION, INC. is made effective upon its recording in the Official Public Records of Parker County, Texas.

WITNESSETH:

WHEREAS, Savage Creek, LLC ("Declarant") prepared and recorded an instrument titled "Declaration of Covenants, Conditions, Restrictions, and Easement of Summit Ranch" in the Official Public Records of Parker County, Texas (the "Declaration"); and

WHEREAS, the Summit Ranch Homeowners' Association, Inc. (the "Association") is the property owners' association created by the Declarant to manage or regulate the planned development covered by the Declaration; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

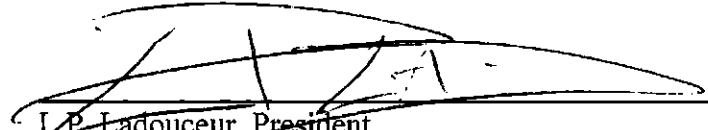
WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Parker County, Texas, pursuant to and accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit A (Bylaws of the Summit Ranch Homeowners' Association, Inc.), Exhibit B (Summit Ranch Homeowners' Association Enforcement Policy and Fining Schedule), Exhibit C (Record Production and Copying Policy), Exhibit D (Document Retention Policy), and Exhibit E (Alternative Payment Schedule), are true and correct copies of the originals and are hereby filed of record in the real property records of Parker County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its duly authorized agent.

"I, the undersigned, being the President of the Summit Ranch Homeowners' Association hereby certifies that the Board of Directors of Summit Ranch Homeowners' Association has adopted this Enforcement Policy at a properly called meeting of the Board of Directors."

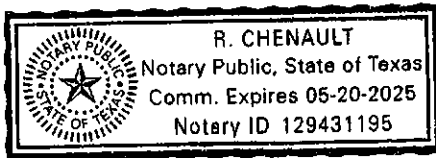
Summit Ranch Homeowners' Association,
a Texas nonprofit corporation,


L.P. Ladouceur, President

STATE OF TEXAS)

COUNTY OF PARKER)

This instrument was acknowledged before me on May 23, 2024, by L.P. Ladouceur, President of the Summit Ranch Homeowners' Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.





Notary Public, State of Texas

Exhibit A**BYLAWS OF THE SUMMIT RANCH HOMEOWNERS' ASSOCIATION, INC.****Parker County, Texas****A Texas Non-Profit Corporation****PREAMBLE**

These Bylaws of Summit Ranch Homeowners' Association, Inc. are subject to and governed by the Texas Non-Profit Corporation Act, the Articles of Incorporation of the Summit Ranch Homeowners' Association, Inc., a Texas non-profit corporation, and the Declaration of Covenants, Conditions, Restrictions, and Easements of Summit Ranch. In the event of a conflict between the foregoing, the Texas Non-Profit Corporation Act shall be superior to the foregoing and the order of superiority thereafter in descending order shall be as follows: the Articles of Incorporation of the Summit Ranch Homeowners' Association, Inc. a Texas non-profit corporation, the Declaration of Covenants, Conditions, Restrictions, and Easements of Summit Ranch (the "Declaration"), these Bylaws, and the Rules and Regulations, if any. Capitalized terms used herein shall have the meaning in the Declaration of Covenants, Conditions, Restrictions, and Easements of Summit Ranch.

ARTICLE ONE: OFFICES

1.1 Registered Office and Agent. The registered and registered agent of the Association will be as designated from time to time by the appropriate filing by the Association in the office of the Secretary of State of Texas.

ARTICLE TWO: MEMBERS

2.1 Annual Meetings. An annual meeting of the Members of the Association will be held during each calendar year on the date and time and place as designated by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice of such meeting. Subject to Article 5 of the Declaration of Covenants, Conditions, Restrictions, and Easements of Summit Ranch, at such meeting, the Members will elect directors and transact any other business that is properly brought before the meeting.

2.2 Special Meetings. A special meeting of the Members may be called at any time by the President of the Association or the Members holding one quarter (1/4) of the votes in the Association. The date, time, and place of the special meeting are to be designated by the person(s) calling the meeting and must be stated in the notice of the special meeting or in a duly executed waiver of notice of such meeting the business to be conducted. Only the business stated or indicated in the notice of the special meeting may be conducted at the special meeting.

2.3 Place of Meeting and Method. In person meetings of Members will be held in Parker County, Texas. Members are entitled to attend meetings electronically as long as the

identity of the Member can be confirmed by physically viewing the Member when determining whether a quorum is present.

2.4 Notice. Except as otherwise provided by law, written notice via email or text stating the place, day, and hour of each meeting of the Members and, in the case of a special meeting, the purpose(s) for which the meeting is called, must be delivered, in conformity with the Texas Property Code.

2.5 Quorum. With respect to any matter, a quorum is present at a meeting of Members if Members holding two-fifths (2/5) of the votes entitled to vote as specified in the Declaration on determining the affairs the Association are represented at the meeting in person (in person or electronically) or by proxy.

2.6 Voting Rights; Transaction of Business. When a quorum is present at any meeting the President will call the meeting to order and go over all the attendees. The President is to preside at all meetings of Members. The Secretary is to keep the records of each meeting of Members. In the absence or inability of either officer, such officer's duties are to be performed by the officer given the authority to act for the absent or non-acting officer by that officer.

ARTICLE THREE: DIRECTORS

3.1 Management by Board of Directors. The business and affairs of the Association will be managed by and under the direction of the Board of Directors. The Board of Directors may exercise all powers of the Association. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Properties and may do all such acts and things except as by prohibited law.

3.2 Number; Election; Term; Prohibition of Cumulative Voting; Qualification.

- (a) The Board of Directors shall consist of three (3) directors.
- (b) Each Director shall be elected at the annual meeting of Members and each Director elected shall hold office until the next annual meeting of Members or until his or her successor shall have been duly elected and qualified or, if earlier, until his or her death, resignation, or removal from office.
- (c) Directors shall be elected for a term of one (1) year.
- (d) Directors shall be elected by plurality vote. Cumulative voting shall not be permitted.
- (e) A decrease in the number of Directors constituting the entire Board of Directors will not have the effect of shortening the term of any incumbent Director. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Members at any annual or special Members' meeting called for that purpose.

3.3 Removal and Resignation.

(a) Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

(b) Any Director may resign at any time. A resignation must be made in writing and will take effect at the time specified therein, or if no time is specified, at the time of its receipt by the President or the Secretary. The acceptance of a resignation will not be necessary to make it effective, unless expressly so provided in the resignation.

3.4 Vacancies. Any vacancy occurring in the Board of Directors may be filled (a) by the Members at any annual or special meeting of Members called for that purpose or (b) by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy will be elected to serve for the unexpired term of his or her predecessor in office.

3.5 Place of Meeting. The Board of Directors may hold its meetings within Parker County, Texas.

3.6 Annual Meetings. Each newly elected Board of Directors may hold its annual meeting, if a quorum is present, at the same place as the annual meeting of Members. Notice of such meeting will not be necessary.

3.7 Meetings. Meetings of the Board of Directors shall comply with the Texas Property Code.

3.8 Order of Business. At meetings of the Board of Directors, business will be transacted in the order as the Board of Directors may determine from time to time. The President will preside at all meetings of the Board of Directors. In the absence or inability to act of the President, the Vice President or any other officer will conduct the meeting. The Secretary will prepare minutes of the meeting unless the Board of Directors appoints another person to act as Secretary of the meeting. The minutes of the proceedings must be placed in the minute book of the Association.

3.9 Action Without Meeting. Unless otherwise restricted by the Declaration, the Articles of Incorporation, or these Bylaws, or not permitted by applicable law, any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the members of the Board of Directors or committee, as the case may be, such consent will have the same force and effect, as of the date stated therein as a unanimous vote of the Board Of Directors or committee, as the case may be. The signed consent must be placed in the minute books of the Association.

3.10 Compensation. Directors as such shall not receive any salary or compensation for their service as Directors; provided, however, that nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity or receiving compensation.

ARTICLE FOUR: COMMITTEES

4.1 Designation. The Board of Directors may, by resolution adopted by a majority of the entire Board of Directors, designate one (1) or more committees.

4.2 Number; Qualification; Term. Each committee will consist of two (2) or more Members with one (1) Director being the committee chair. The Directors on each committee are to be appointed by the President and adopted by a majority of the entire Board of Directors. The Board may designate one or more of its Directors as alternate member(s) of any committee who may, subject to any limitations imposed by the Board of Directors, replace absent or disqualified committee members at any meeting of that committee. The number of committee members may be increased or decreased by resolution adopted by a majority of the entire Board of Directors. Each committee member shall serve as such until the earliest of (a) if a Director, the expiration of his or her term as Director, (b) his or her resignation as a committee member or as a Director, and (c) sale of his or her Lot.

4.3 Authority. Each committee to the extent expressly provided in the resolution establishing such committee will have and may exercise all of the authority assigned to it by the Board of Directors, except that no such Committee shall have the authority of the Board of Directors in reference to filling vacancies in the Board of Directors or any such committee, electing or removing officers or members of any such committee, or altering or repealing any resolution of the Board of Directors.

4.4 Committee Change. The Board of Directors will have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

4.5 Regular Meeting. Regular meetings of any committee may be held with notice at such time and place as may be designated by the committee and communicated to all its members.

4.6 Responsibility. The designation of any committee and the delegation of authority to it will not operate to relieve the Board of Directors or any Director of any responsibility imposed upon the Board or any director by law.

ARTICLE FIVE: GENERAL PROVISIONS RELATING TO MEETINGS

5.1 Notice. Whenever by law, the Declaration, the Articles of Incorporation, or these Bylaws notice is required to be given to any committee member, or Director, and no provision is made as to how the notice must be given, it will be construed to mean that any such notice may be given (a) in person, (b) in writing by U.S. mail or hand delivered addressed to such committee member or Director at his or her address as it appears on the books of the Association by overnight courier service or (c) by any other method permitted by law. Any notice required or permitted to be given by mail will be deemed to be given at the time when it is deposited in the United States mail as provided for above. Any notice required or permitted to be given by overnight courier

service will be deemed to be given at the time delivered to such service with all charges prepaid and property addressed. Any notice required or permitted to be given by email will be deemed to be given at the time transmitted with all charges prepaid and properly addressed. All notices to Members must be given in accordance with the specifications of the Declaration.

ARTICLE SIX: OFFICERS AND OTHER AGENTS

6.1 Number, Titles, Election, Term, Qualification. The officers of the Association will be a President, a Secretary, and a Treasurer and any other officers and agents as the Board of Directors may elect or appoint. The Board of Directors shall elect the Officers at its first meeting at which a quorum is present, unless otherwise specified by these Bylaws or by resolution of the Board of Directors or whenever a vacancy exists. The Board of Directors then, or from time to time, may also elect or appoint one (1) or more other Officers or agents as it may deem advisable. Each Officer and agent will hold office for the term for which he or she is elected or appointed and until his or her successor has been elected or appointed and qualified. Any person may hold any number of offices.

6.2 President. The President will be the chief executive officer of the Association and subject to the supervision of the Board of Directors and subject to the provisions of applicable law restricting the power of a President, will have general management and control of the business and property of the Association in the ordinary course of its business with all such powers with respect to general management and control as reasonably incident.

6.3 Vice President. The Vice President, if any, will have those powers and duties assigned to him or her by the Board of Directors or as delegated by the President. The Vice President will exercise the powers of the President during the President's absence or inability to act.

6.4 Treasurer. The Treasurer will have the responsibility of all the Association funds and must deposit them in such banks or other depositories as the Board of Directors or any officer(s), and agent jointly, duly authorized by the Board of Directors. He or she must keep a full and accurate account of all monies received and paid on account of the Association and must render a statement of his or her accounts whenever the Board of Directors so requires or when required by applicable law or other Association documents. Except as otherwise provided by the Board of Directors, the Treasurer must perform all other necessary acts and duties in connection with the administration of the Association's financial affairs.

6.8 Secretary. Except as otherwise provided in these Bylaws, the Secretary must keep the minutes of all meetings of the Board of Directors and of the Members or consents in lieu of such meetings in the Association's minute books and must cause notice of the meetings to be given when requested by any person authorized to call a meeting. The Secretary may sign with the President in the name of the Association. The Secretary is in charge of the Association records, books, and papers as the Board of Directors may direct, all of which will at all reasonable times, be open to inspection as provided by the applicable Association document.

ARTICLE SEVEN: MISCELLANEOUS PROVISIONS

7.1 Books and Records. The Association must keep correct and complete books and records of account and must keep minutes of the proceedings of its Members, the Board of Directors. The Association must keep at its registered office or principal place of business, a record of the original ownership of Lots by the Association and a record of each transfer of ownership of the Lots that have been presented to the Association for registration of ownership giving the names and addresses.

7.2 Fiscal Year. The fiscal year of the Association will be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors and the selection of the fiscal year is not expressly deferred by the Board of Directors, the fiscal year will be the calendar year.

7.3 Invalid Provisions. If any portion(s) of these Bylaws is held invalid or inoperative for any reason as to the portion(s) that is found invalid or unenforceable, such portion(s) shall be amended in accordance with as much as the original intent as possible while satisfying the requirements of the law, and the remaining parts so far as is possible and reasonable, will remain valid and operative.

7.4 Headings. The headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

7.5 References. In these Bylaws, whenever the singular number is used, the same includes the plural where appropriate, and words of any gender include each other gender where appropriate.

7.6 Amendment of Bylaws. Unless the Declaration, the Articles of Incorporation, or a Bylaws adopted by the Association provides otherwise as to all or some of the Bylaws, a majority of the voting Members may amend, modify, or repeal any Bylaw or adopt new bylaws.

7.7 Management Company. Notwithstanding anything herein, the Board may contract with a management company on behalf of the Association and delegate some or all of the day-to-day management of the Association to the management company.

Exhibit B**SUMMIT RANCH HOMEOWNERS' ASSOCIATION
ENFORCEMENT POLICY AND FINING SCHEDULE**

(Pursuant to Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, Summit Ranch Homeowners' Association (the "Association") is empowered and authorized to enforce the Declaration of Covenants, Conditions, Restrictions, and Easements of Summit Ranch any supplements and amendments thereto (collectively, the "Declaration"), the Bylaws, the Design Guidelines, if any, and Rules and Regulations, if any (the Declaration, Bylaws, Design Guideline, and Rules and Regulations are collectively referred to herein as the "Restrictions"); and

WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Property Code the Association has adopted this Enforcement Policy and Fining Schedule for the enforcement of the Restriction and for the levying of fines.

NOW, THEREFORE, the Association adopts the following procedures and practices to be referred to herein as the Association's "Enforcement Policy."

**I.
GENERALLY**

The procedures and practices contained in this Enforcement Policy serve as a general outline of the procedures and best practices for the Association to follow for enforcement of the Restrictions. Notwithstanding anything herein, (i) this Enforcement Policy and the procedures and practices herein as well as the fine schedule attached hereto do not apply to the Declarant or to any Lots owned by Declarant, (ii) this Enforcement Policy does not apply to the collection of Regular Assessments or Special Assessments and related expenses and charges related thereto as authorized in the Declaration, (iii) the Association is not required to follow the exact procedures and policies in every enforcement matter unless required to do by Chapter 209 of the Texas Property Code, (iii) the procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association pursuing a remedy to enforce the Restrictions against any violation or to obtain any legal relief or remedy except as required by Chapter 209 of the Texas Property Code, and (iv) this Enforcement Policy and the procedure and policies herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid Regular Assessments and/or Special Assessments, is pursuing judicial or nonjudicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Properties based upon a violation that occurred on the Common Properties and involved a significant and immediate risk of harm to another Member, and/or a counterclaim of the Association in a lawsuit brought against the Association by a Member.

Capitalized words and terms in this Enforcement Policy not defined herein shall have the same meaning as in the Declaration.

II. VIOLATION

A "Violation" under this Policy shall mean any condition, conduct, use, activity, Structure, or improvement, whether through action, lack of action, and/or omission, which does not comply with the Restrictions. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary Owner. A Violation is considered uncurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are statutory examples of acts considered uncurable and curable:

Uncurable:

- (1) shooting fireworks;
- (2) an act constituting a threat to health or safety;
- (3) a noise violation that is not ongoing;
- (4) property damage, including the removal or alteration of landscape; and
- (5) holding a garage sale or other event prohibited by the Restrictions.

Curable:

- (1) a parking violation;
- (2) a maintenance violation;
- (3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- (4) an ongoing noise violation such as a barking dog.

The foregoing are merely examples of curable and uncurable Violations and are not meant to constitute complete or comprehensive lists. The non-repetition of a one-time Violation or other Violation(s) that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

III. NOTICE OF VIOLATION

If the Violation(s) is or are not corrected or eliminated within the time period specified in a courtesy notice, if provided, or if the Board or its management company decides not to send a courtesy notice, the Association will send the Owner of the Lot in question a written notice of the Violation(s) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (the "Notice of Violation") as provided herein. If the Owner has not previously been given a Notice of Violation for a similar Violation within six (6) months, the Association may suspend an Owner's right to use the Common Properties, file a suit against an Owner (other than a suit to collect a Regular Assessment or Special Assessment, or foreclose under the Association's lien, charge an Owner for property damage, levy a fine for a violation of the Restrictions, or report any

delinquency of an Owner to a credit reporting service, the Association or its management company must give written notice to the owner by certified mail. The notice must:

- (1) describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner and state that the Owner;
 - (A) is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
 - (B) may request a hearing under Section 209.007 of the Texas Property Code on or before the 30th day after the date the notice was mailed to the Owner; and
 - (C) 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 501 et seq.), if the Owner is serving on active military duty;
- (3) specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;
- (4) be sent by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier to the Owner at the Owner's last known address as shown on the Association records; and
- (5) specify a reasonable time period and date to cure the Violation if the Violation is of a curable nature and does not pose a threat to public health or safety.

If the Owner cures the Violation before the expiration of the period for cure described in the Notice of Violation, a fine may not be assessed for the Violation.

Notwithstanding anything herein, a Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation, in which case the Board may impose fines as authorized by the Restrictions and/or this Enforcement Policy without notice to the Owner other than a notice of fine. A Notice of Violation is also not required if Chapter 209 of the Texas Property Code does not require it.

An Owner's conduct may violate more than one (1) provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation.

Additionally, upon discovery of a Violation, the Board or Officer of the Association, or its management company, may, prior to sending the Notice of Violation, forward to the Owner of the Lot in question written notice via regular first-class mail or email of the discovery of a Violation(s) as a courtesy giving the Owner a deadline for correction or cure of the Violation(s); provided, however, the Association is not required to do so.

IV.

OWNER'S RIGHT TO REQUEST A HEARING

If the Owner is entitled to an opportunity to cure the Violation, the Owner has the right to

submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation, (ii) if 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, or (iii) the Association temporarily suspends a person's right to use the Common Properties if the temporary suspension is the result of a Violation that occurred in a Common Properties and involved a significant and immediate risk of harm to others in the subdivision. If the Owner is entitled to a hearing and the Owner timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the Board receives the Owner's written 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. The Board or 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. The Owner or the Association may make an audio recording of the meeting. Not later than ten (10) days before the Association holds a hearing, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten (10) day period, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing. During the hearing, a Board member or the Association's designated representative, such as the Association's management company or attorney, shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

V.

REFERRAL TO LEGAL COUNSEL

Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of Violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorneys' fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner and shall be a lien upon the Owner's Lot.

VI.

CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the Restrictions and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**. Notwithstanding anything herein, the Board reserves the right to vary the fine amount on a case-by-case basis as permitted by Section 209.0061 of the Texas Property Code depending on the nature and severity of any Violation and the Owner's particular situation.

EXHIBIT A**SCHEDULE OF FINES**

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

Category of Violation	Initial Fine	Additional Fine and Escalation
Failing to Submit Plans and Specifications Prior to Construction, Even If Subsequently Approved	\$500	None
Construction Without Approved Plans and Specifications	\$100/day	Fine Amount Doubles Every 7 Days
Single Family Residential/Commercial Use	\$100/day	Up to \$250/day
Lease Restrictions	\$500/day	Fine Doubles Each Occurrence
No Mobile Homes	\$100/day	Up to \$250/day
No Temporary Structures	\$100/day	Up to \$250/day
Subdividing, Combination, or Replating	\$100/day	Fine Amount Doubles Every 30 Days
Parking	\$100/day	Up to \$250/day
Surface Mineral Operations	\$100/day	Fine Doubles Each Day
Trash	\$100/day	Up to \$250/day
No Nuisance or Noxious Activity	\$100/day	Up to \$250/day
Animals	\$100/day	Up to \$250/day
Lawns	\$10/day	Up to \$100/day
Signs	\$30/day	Up to \$100/day
No Adverse Conditions	\$100/day	Up to \$500/day
Failure to Maintain Required Insurance	\$10/day	Up to \$50/day
Reconstruction after Casualty Event	\$50/day	Up to \$100/day
Property Taxes	\$10/day	Up to \$50/day
Underground Utilities	\$100/day	Fine Amount Doubles Every 30 Days
Hunting/Firearms	\$500/violation	None
Fires and Fireworks	\$500/violation	Fine Double Each Occurrence
Approved Builders	\$100/day	Fine Amount Doubles Every 7 Days
Minimal Construction Requirements	\$100/day	Fine Amount Doubles Every 30 Days
Accessory Improvements	\$100/day	Fine Amount Doubles Every 30 Days
Recreational Improvements	\$100/day	Fine Amount Doubles Every 30 Days

Minimum Setbacks	\$100/day	Fine Amount Doubles Every 7 Days
Storage Building Materials	\$100/day	Fine Amount Doubles Every 7 Days
Construction Clean Up	\$100/day	Fine Amount Doubles Every 7 Days
Complete of Construction	\$100/day	Fine Amount Doubles Every 30 Days
Lighting	\$100/day	Fine Amount Doubles Every 30 Days
Sound Devices	100/violation	Up to \$500/occurrence
Fences	\$100/day	Fine Amount Doubles Every 30 Days
Sewage Disposal	\$100/day	Up to \$500/occurrence
Water Wells	\$100/day	Up to \$500/occurrence
Drainage	\$100/day	Up to \$500/occurrence
Impoundment of Surface Water	\$100/day	Up to \$500/occurrence
Antennas	\$100/day	Up to \$250/day
Solar Panels	\$100/day	Up to \$250/day
Storage Tanks	\$100/day	Up to \$250/day
Mailboxes	\$100/day	Up to \$250/day
House Numbering	\$100/day	Up to \$250/day
Building Code	\$100/day	Up to \$500/day
Easement for Maintenance	\$100/day	Up to \$500/occurrence
Utility and Other Easements	\$100/day	Up to \$500/occurrence

Exhibit C**Records Production and Copying Policy**

Subdivision: Summit Ranch

Homeowners Association: Summit Ranch Homeowners' Association (the "Homeowners Association") established by the certificate of formation filed with the Secretary of State of Texas on December 20, 2023, under filing number 805348050.

Charges: Charges for examining and copying Homeowners Association information are set out in Exhibit 1.

Except for information deemed confidential by law or court order, the Homeowners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Homeowners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to-

1. any document that constitutes the work product of the Homeowners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Homeowners Association's attorney relating to the Homeowners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(1), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Homeowners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Homeowners Association, including personnel files.

If a document in the Homeowners Association's attorney's files and records relating to the Homeowners Association would be subject to a request by an owner to inspect or copy Homeowners Association documents, the document will be produced by using the copy from the attorney's files and records if the Homeowners Association has not maintained a separate copy of

the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Homeowners Association's books and records requested, to the mailing address of the Homeowners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Tarrant County, Texas.

2. The request must include enough description and detail about the information requested to enable the Homeowners Association to accurately identify and locate the information requested. Owners must cooperate with the Homeowners Association's reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Homeowners Association forward copies of the requested books and records and-

- a. if an inspection is requested, the Homeowners Association, on or before the tenth business day after the date the Homeowners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Homeowners Association; or
- b. if copies of identified books and records are requested, the Homeowners Association will, to the extent those books and records are in the possession, custody, or control of the Homeowners Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Homeowners Association receives the request.

4. If the Homeowners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Homeowners Association receives the request, the Homeowners Association must provide to the requestor written notice that-

- a. informs the owner that the Homeowners Association is unable to produce the information on or before the tenth business day after the date the Homeowners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.

5. If an inspection is requested or required, the inspection will take place at a mutually

agreeable time during normal business hours, and the owner will identify the books and records for the Homeowners Association to copy and forward to the owner.

6. The Homeowners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Homeowners Association.

7. Before starting work on an owner's request, the Homeowners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

8. Within ten business days of the date the Homeowners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Homeowners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Homeowners Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Homeowners Association before the thirtieth 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 Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

Exhibit 1**Charges for Examining and Copying Property Owners****Association Information****A. Labor Charge for Computer Programming**

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Homeowners Association will charge \$28.50 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner's request for Homeowners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty 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 will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Homeowners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Homeowners Association 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 the Homeowners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \3.00 .
- b. Labor charge for computer programming— $\$28.50 \times .20 = \5.70 .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

D. Microfiche and Microfilm Charge

If the Homeowners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Homeowners Association's property results in a charge to comply with a request, the Homeowners Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Homeowners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. 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. nonrewritable 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., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

Exhibit D**DOCUMENT RETENTION POLICY**

Subdivision: Summit Ranch Homeowners' Association

Property Owners Association: Summit Ranch Homeowners' Association established by the certificate of formation filed with the Secretary of State of Texas on December 20, 2023, under filing number 805348050.

Pursuant to Section 209.005(m) of the Texas Residential Property Owners Protection Act, the Summit Ranch Homeowners' Association (the "Association") hereby adopts the following policy as to document retention:

Time Period To Retain	Document Description
Permanently	Certificate Of Formation, Bylaws, Restrictive Covenants, And All Amendments To The Certificates Of Formation, Bylaws, And Restrictive Covenants
Seven (7) Years	Financial Books And Records
Five (5) Years	Account Records Of Current Owners
Four (4) years after the expiration of the contract term	Contracts With A Term Of One (1) Year Or More
Seven (7) Years	Minutes Of Meetings Of The Owners And The Board
Seven (7) Years	Tax Returns And Audit Records

Exhibit E**ALTERNATIVE PAYMENT SCHEDULE**

Subdivision: Summit Ranch Homeowners' Association

Property Owners Association: Summit Ranch Homeowners' Association established by the certificate of formation filed with the Secretary of State of Texas on December 20, 2023, under filing number 805348050.

Pursuant to Section 209.0062 of the Texas Residential Property Owners Protection Act, the Summit Ranch Homeowners' Association (the "Association") hereby adopts the following guidelines with regard to alternative payment schedules for delinquent Assessments and other amounts owed by an Owner:

(a) Term. The minimum term for a payment agreement will be (3) three months and the maximum will be (18) eighteen months from the date of the Owner's request for a payment plan. Subject to such minimum and maximum terms, the Association will determine the appropriate term of the payment plan in its sole discretion.

(b) Form. Any and all alternative payment agreements will be in writing and signed by the Owner and a duly authorized Officer of the Association.

(c) Additional Monetary Expense. So long as an Owner is not in default under the terms of the payment agreement, the Owner will not incur additional monetary expenses; however, the Owner will be responsible for all interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest. A majority of the Members, in their sole discretion, may waive interest accruing during the term of the payment plan as well as reasonable costs associated with administering the payment plan or interest

(d) Application of Payments. If at the time the Association receives a payment and the Owner is not in default under an alternative payment agreement, the Association will apply the payment to the Owner's debt in the following order of priority: (i) any delinquent Assessment; (ii) any current Assessment; (iii) any attorneys' fees or third party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure; (iv) any attorneys' fees incurred by the Association that are not subject to subsection (iii); (v) any fines assessed by the Association; and (vi) any other amounts owed to the Association.

(e) Default. If the Owner defaults under a payment plan agreement, the account may immediately be turned over to the Association's Collection Agent. The

Association will not be required to enter into an alternative payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous alternative payment agreement. The Association may reduce or waive some or all of the charges addressed by this policy on an *ad hoc* basis without waiving the right to charge such fees on future requests.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

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05/29/2024 10:02:20 AM

Fee: \$113.00

Lila Deakle, County Clerk

Parker County, Texas

NOTICE