

STATE OF TEXAS	§	RESOLUTION ADOPTING RECORDS
	§	PRODUCTION AND COPYING POLICY
	§	FOR RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

Pursuant to Section 209.005(i), Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005(i), to-wit:

1. Copy Charges-

- a. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.09 per page or part of a page. Each side that has recorded information is considered a page.
- b. The charge for oversize copies (e.g.: 11 inches by 17 inches, not including maps and photographs using specialty paper) shall be \$.50 per page.
- c. The charge for specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) shall be at actual cost.
- d. The charge for copies made onto a form of electronic media shall be the actual cost of the supplies used, for example a rewritable CD. Charges in this subsection are to cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request.

2. Labor Charges for locating, compiling, manipulating data, and reproducing information-

- a. The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- b. 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:
 - (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.

- c. A labor charge shall not be recovered for anytime spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.
- d. When confidential information is mixed with non-confidential 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 non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:
 - (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.

3. Miscellaneous supplies-

- a. 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 information.

4. Postal and shipping charges-

- a. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

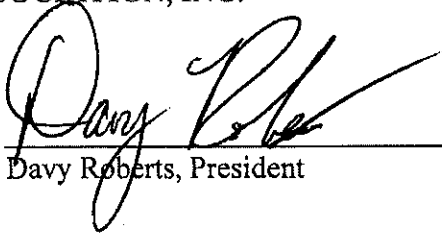
5. Advance payment-

- a. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th 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 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 exceed 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 invoice is sent to the owner.

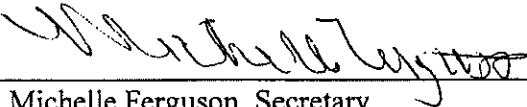
By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 30th day of June 2020.

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Davy Roberts, President

ATTEST:

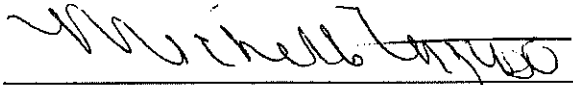
By: 
Michelle Ferguson, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BLAINCO §

CERTIFICATE OF ACKNOWLEDGMENT

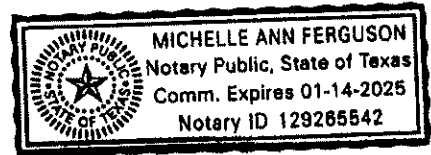
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23rd day of FEB 2021.


Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654





VG-240-2021-210970

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 210970

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 210970
Receipt Number: 20210223000010
Recorded Date/Time: February 23, 2021 11:39 AM
User: Melody E
Station: cclerk01

Record and Return To:

MICHELLE FERGUSON



**STATE OF TEXAS
Blanco County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

STATE OF TEXAS	§	RESOLUTION ADOPTING RECORDS
	§	RETENTION POLICY FOR
	§	RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY**

Pursuant to Section 209.005(m) of the Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records retention policy, to-wit:

Records of the Association shall be kept on the following schedule:

- (1) The certificate of formation, bylaws, restrictive covenants, and all amendments to the certificate for formation, bylaws and covenants shall be retained permanently.
- (2) Financial books and records shall be retained for seven years.
- (3) Account records of current owners shall be retained for five years.
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (5) Minutes of meetings of the owners and the Board shall be retained for seven years.
- (6) Tax returns and audit records shall be retained for seven years.
- (7) Emails are not stored or saved electronically by Board Members, Committee Members, or anyone associated with the Association, including a management company. In the event that any communication is kept that started as an email, it will be printed and kept with the subject it involves. Emails are not kept as a practice and they are printed as necessary. In the event that an email is printed it may only contain the final decision or request, and not all pages of communication.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 30th day of June 2020.

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Davy Roberts, President

ATTEST:

By: [Signature]
Michelle Ferguson, Secretary

THE STATE OF TEXAS §
COUNTY OF BLANCO §
§

CERTIFICATE OF ACKNOWLEDGMENT

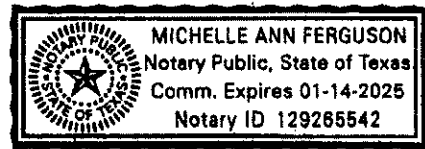
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

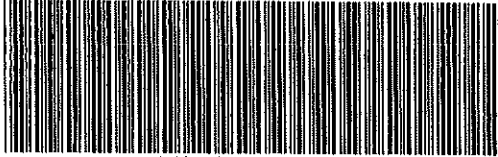
Given under my hand and seal of office on this the 23rd day of FEB 2021 2020.

[Signature]
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654





VG-240-2021-210971

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 210971

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$25.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

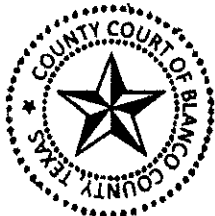
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 210971
Receipt Number: 20210223000010
Recorded Date/Time: February 23, 2021 11:39 AM
User: Melody E
Station: cclerk01

Record and Return To:

MICHELLE FERGUSON



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

STATE OF TEXAS	§	RESOLUTION ADOPTING PAYMENT PLAN
	§	FOR RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0062 to create and record an alternative payment schedule for the Association governing Red Oak Mountain Subdivision located in Blanco County, Texas in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision, filed in the Official Records of Blanco County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall be 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.

2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.

3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

4. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty-day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however, no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

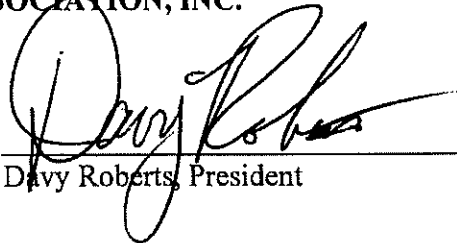
- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-

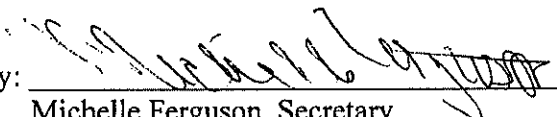
called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 30th day of June 2020.

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Davy Roberts, President

ATTEST:

By: 
Michelle Ferguson, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

CERTIFICATE OF ACKNOWLEDGMENT

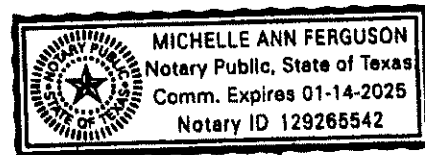
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23rd day of FEB 2021


Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654





VG-324-2021-210972

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 210972

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 210972
Receipt Number: 20210223000010
Recorded Date/Time: February 23, 2021 11:39 AM
User: Melody E
Station: cclerk01

Record and Return To:

MICHELLE FERGUSON



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

AFFIDAVIT AUTHENTICATING DOCUMENT

**THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §**

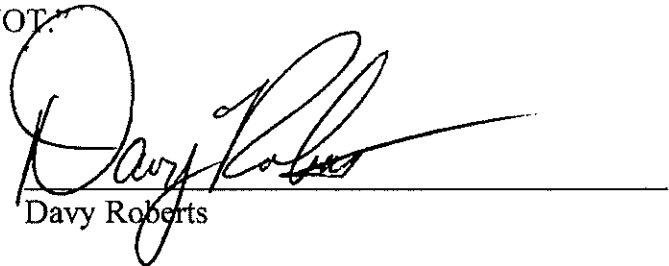
BEFORE ME, the undersigned authority, on this day personally appeared Davy Roberts, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Davy Roberts. I am the president of Red Oak Mountain Property Owners’ Association, Inc.

“Attached to this affidavit is a true and correct copy of the Bylaws for Red Oak Mountain Property Owners’ Association, Inc. These Bylaws have been duly adopted by Red Oak Mountain Property Owners’ Association, Inc.

“These Bylaws are being filed in the Official Records of Blanco County, Texas pursuant to Sections 202.001 and 202.006 of the Texas Property Code.

FURTHER AFFIANT SAITH NOT.”

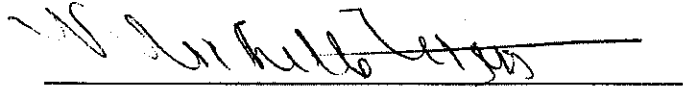

Davy Roberts

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

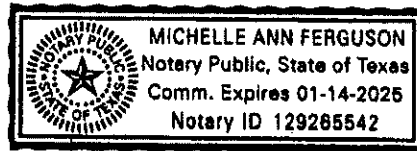
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 23rd day of FEB 2020. 2021



Notary Public, State of Texas



**BYLAWS OF
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.,
A NONPROFIT CORPORATION**

**ARTICLE I
DEFINITIONS**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision executed by Red Oak Mountain, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office in Blanco County, Texas (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to Red Oak Mountain Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property, if any, owned by the association for the common use and enjoyment of the Owners.

Section 1.3 "Developer" means and refers to Red Oak Mountain, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any tract of land originally sold by the Developer that comes from the 492.663 acres described by metes and bounds in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision which are filed in the Official Public Records of Blanco County, Texas.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article I of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision.

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property located within the 492.663 acres described by metes and bounds in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision which are filed in the Official Public Records of Blanco County, Texas. All references to "Red Oak Mountain", "Property",

“Project” or “Subdivision” means this subdivision as defined in this Section 1.8.

ARTICLE II
ADMINISTRATION OF SUBDIVISION

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the “Act”) and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the Act, and the Governing Documents.

ARTICLE III
OFFICES-SEAL-FISCAL YEAR

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles

with the name of the Association printed between the two concentric circles with "Corporate Non-Profit" printed in the inner circle and "Seal Texas 2020" printed in the center of the seal.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

ARTICLE IV **MEMBERSHIP**

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Blanco County, Texas, of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Blanco County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting.

Section 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or no later than thirty-days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in June of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day, which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget

changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

ARTICLE V **BOARD**

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority

of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services, which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meetings and Special Meetings: Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the 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 sent in one of two ways:

1. by mail to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; *or*
2. by providing at least 72 hours before the start of the meeting by:

- a. posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:
 - i. in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - ii. on any Internet website maintained by the association or other Internet media; and
- b. sending the notice by e-mail to each owner who has registered an e-mail address with the association. (It is an owner's duty to keep an updated e-mail address registered with the property owners' association.)

C. Meetings Without Notice: The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners, if each Director may hear and be heard by every other Director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. Any action taken without notice to 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, without prior notice to owners under Subsection (e), consider or vote on:

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure actions;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in assessments;
6. Levying of special assessments; or
7. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

D. Meeting Place: Except for a meeting held by electronic or telephonic means, a board meeting must be held in a county in which all or part of the subdivision is located or in a county adjacent to that county.

E. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the

action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.12 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;
- B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments for the Owners, as provided in the Governing Documents;
- C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;
- D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area and any adoption of rules and regulations necessary to promote the recreation, health, safety and welfare of the Members so long as they do not conflict with the Declarations, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;
- E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- F. Obtaining insurance;
- G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;
- H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;
- I. Supervising all officers, agents and employees of the Association and insuring that

their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore; and

S. Exercising any other powers allowed in the Declaration, the Certificate of

Formation, these Bylaws, or otherwise by law.

T. Suspend the voting rights and right to use the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty-days for infraction of published rules and regulations;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.13 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.14 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner

personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area to be maintained.

ARTICLE VI **COMMITTEES**

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

ARTICLE VII **OFFICERS**

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute

Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Board) and the other reports to be furnished to the Members as required in the Texas Property Code. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

ARTICLE VIII **AMENDMENTS**

Section 8.1 Amendments by Members: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities that own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws, which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns lots in the subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage.

ARTICLE IX **MISCELLANEOUS**

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

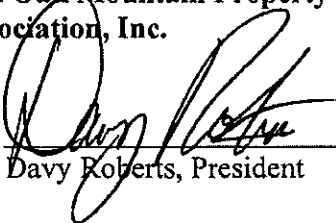
Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.


Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

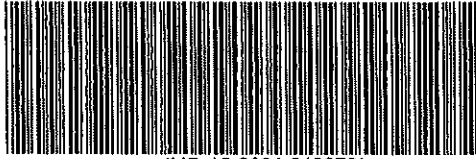
PASSED, ADOPTED, AND APPROVED on this the 30th day of June 2020.

**Red Oak Mountain Property Owners'
Association, Inc.**

By: 
Davy Roberts, President

ATTEST:

By: 
Michelle Ferguson, Secretary/Treasurer



VG-15-2021-210973

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 210973

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 17

" Examined and Charged as Follows: "

Total Recording: \$81.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 210973
Receipt Number: 20210223000010
Recorded Date/Time: February 23, 2021 11:39 AM
User: Melody E
Station: cclerk01

Record and Return To:

MICHELLE FERGUSON



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

1. Name of Subdivision: Red Oak Mountain Subdivision

2. Name of Homeowners Association: Red Oak Mountain Property Owners' Association, Inc.

3. Recording Data for Subdivision: Volume 3, Pages 298-303, of the Map and Plat Records of Blanco County, Texas

4. Recording Data for Declaration: See Exhibit "A"

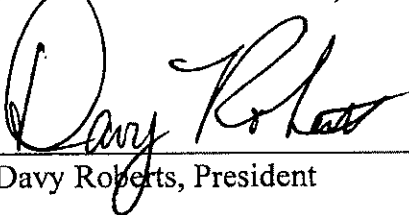
5. Name and mailing address of Association: Red Oak Mountain Property Owners' Association, P.O. Box 1987, Marble Falls, Texas 78654.

6. The association's designated representative is: Davy Roberts

7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Blanco County Clerk as set forth on Exhibit A.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Red Oak Mountain Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Davy Roberts, President

THE STATE OF TEXAS §

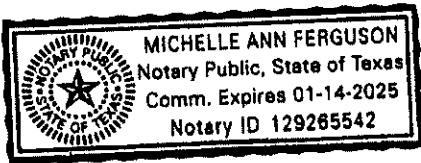
COUNTY OF BLANCO §
§

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23rd day of FEB ~~2020~~ 2021

Michelle Ann Ferguson
Notary Public in and for The State of Texas



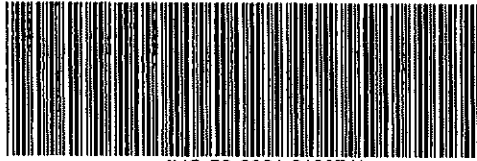
AFTER RECORDING, RETURN TO:

Red Oak Mountain Property
Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654

EXHIBIT "A"

Red Oak Mountain, a subdivision located in Blanco County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Red Oak Mountain Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Blanco County, Texas, as follows:

DATE RECORDED	BLANCO CLERK'S FILE NO.	DOCUMENT
11/10/2020	204645	Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision
<u>2/23/2021</u>	<u>210970</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Records Production And Copying Policy
<u>2/23/2021</u>	<u>210971</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Records Retention Policy
<u>2/23/2021</u>	<u>210972</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Payment Plan Policy
<u>2/23/2021</u>	<u>210 973</u>	Bylaws Of Red Oak Mountain Property Owners' Association, Inc., A Nonprofit Corporation



VG-79-2021-210974

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 210974

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 210974
Receipt Number: 20210223000010
Recorded Date/Time: February 23, 2021 11:39 AM
User: Melody E
Station: cclerk01

Record and Return To:

MICHELLE FERGUSON



**STATE OF TEXAS
Blanco County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
RED OAK MOUNTAIN SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This First Amendment To The Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision (the "First Amendment") is made by the Developer to clarify a drafting error regarding allowed building materials.

WHEREAS, the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision was filed of record under Blanco County Instrument No. 204645 (the "Declarations"); and

WHEREAS, Red Oak Mountain, LLC is the Developer as defined in the Declarations; and

WHEREAS, reference is hereby made to the Declarations for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declarations, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article XII, Section 7.01 of the Declarations, the Developer holds the Developer rights until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tract or Common Area in the Subdivision, whichever occurs last; and

WHEREAS, pursuant to Article IX, Section 9.03 of the Declarations, the Developer has the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend the Declarations by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Declarations; and

WHEREAS, the Control Transfer Date has not occurred and the Developer still owns the Common Area and at least one Tract of land in the Subdivision; and

WHEREAS, it was always the intent of the Developer to allow for Barndominium style homes in the Subdivision; and

WHEREAS, the website for the Subdivision references that Bardominium housing is allowed; and

WHEREAS, the marketing materials for the Subdivision contained pictures of Barndominium style houses being allowed and contained pictures of metal houses; and

WHEREAS, a drafting mistake was made in not allowing for metal construction materials;

NOW THEREFORE, pursuant to the authority contained in the Declarations, the undersigned, hereby amends the Declarations as follows:

That portion of Article III, Section 3.14 that currently reads as follows:

Section 3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above. Log cabins may be built as long as they comply with building requirements and are approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).

is hereby deleted and replaced with the following:

3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, stucco or metal. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above. Barndominium style homes are allowed for the main residence. Log cabins may be built as long as they comply with building requirements and are approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).

If any provision of this First Amendment is found to be in conflict with the Declarations, this First Amendment shall control. All other provisions of the Declarations not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment To The Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision shall be effective upon recording in the Official Records of Blanco County, Texas.

SIGNED this the 20th day of July 2021.

[Signature follows on next page]

Red Oak Mountain, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

By: *Price Keever*
Printed Name: PRICE KEEVER
Title: Authorized Agent

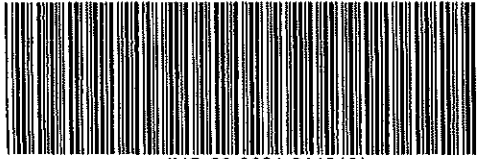
STATE OF TEXAS §
 §
COUNTY OF BLANCO §

Before me, the undersigned Notary Public, on this day personally appeared PRICE KEEVER who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 20th day of July 2021.



Michelle Ferguson
Notary Public, State of Texas



VG-29-2021-214240

**Blanco County
Laura Walla
Blanco County Clerk**

Instrument Number: 214240

Real Property Recordings

Recorded On: July 20, 2021 12:12 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 214240
Receipt Number: 20210720000004
Recorded Date/Time: July 20, 2021 12:12 PM
User: Melody E
Station: cclerk01

Record and Return To:



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

AFFIDAVIT TO THE PUBLIC

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BLANCO §

BEFORE ME, the undersigned authority, on this day personally appeared Price Keever, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Price Keever. I am an adult, I am under no legal disability and I know of no reason that would disqualify me from making this affidavit. I hereby state that the facts and matters contained herein are true and correct and are made based upon my personal knowledge. I am the authorized agent for Red Oak Mountain, LLC.

Red Oak Mountain, LLC is the developer of Red Oak Mountain Subdivision (“Subdivision”) located in Blanco County, Texas. I am filing this affidavit pursuant to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Red Oak Mountain Subdivision recorded under Instrument No. 204645 of the Official Public Records of Blanco County, Texas (“Declaration”). The Declaration requires that when the Developer transfers control of the board of the Property Owners’ Association and Architectural Control Committee, notice be filed in the Official Records of Blanco County, Texas.

On June 1, 2021, a meeting of the Members was held and at that meeting control of Red Oak Mountain Property Owners’ Association, Inc. Board of Directors was transferred from the Developer. The Developer Board Members were Davy Roberts, Michelle Ferguson and Price Keever. An election was held at the June 1, 2021, meeting and the members elected to the Board of Directors for the Red Oak Mountain Property Owners’ Association, Inc. were: Christian Van Kleef, Betty Wiesner, Elias Zepeda, Travis West and Meredith Dunn.

On June 8, 2021, a Board of Directors meeting was held and officers were elected and terms were set for the Directors.

At the June 8, 2021, Board of Directors meeting the members appointed by the Board of Directors to the Architectural Control Committee were: Joe Schrieber, Melissa Pindell, R. Shelton, Ric Walters, Dominic Porter and Director Elias Zepeda as Board Liaison.

At the June 8, 2021, Board of Directors meeting the members appointed by the Board of Directors for the Wildlife Committee were: Ray McElroy and Ric Walters with Director

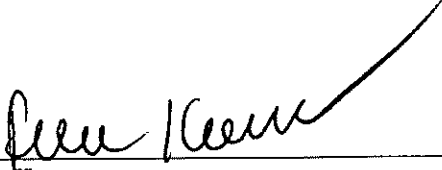
Christian Van Kleef as the Board Liaison.

On June 29, 2021, at the meeting of the Board of Directors, the Board appointed Marva Shelton as the Secretary/Treasurer.

Christian Van Kleef, Betty Wiesner, Elias Zepeda, Travis West, Meredith Dunn and Marva Shelton now comprise the Board of Directors of Red Oak Mountain Property Owners' Association, Inc. and Joe Schrieber, Melissa Pindell, R. Shelton, Ric Walters, Dominic Porter and Director Elias Zepeda as Board Liaison comprise the Architectural Control Committee.

Nothing in this Affidavit affects or terminates the Developer Rights set forth in Article XII and Article IX of the Declaration."

FURTHER AFFIANT SAID NOT.



Price Kever

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Price Kever who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of Red Oak Mountain, LLC and that by authority duly given and as the act of Red Oak Mountain, LLC executed the instrument for the purposes and considerations expressed.

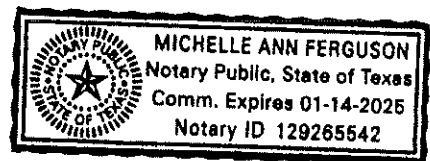
Given under my hand and seal of office on this 20th day of July 2021.

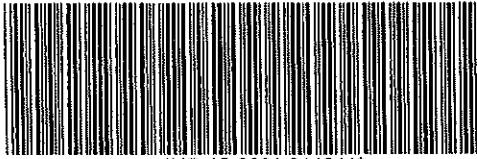


Notary Public in and for The State of Texas

AFTER RECORDING RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.
P.O. Box 1987
Marble Falls, Texas 78654





VG-15-2021-214241

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 214241

Real Property Recordings

Recorded On: July 20, 2021 12:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$25.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 214241
Receipt Number: 20210720000004
Recorded Date/Time: July 20, 2021 12:12 PM
User: Melody E
Station: cclerk01

Record and Return To:



STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

**MANAGEMENT CERTIFICATE FOR
RED OAK MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS

COUNTY OF BLANCO

The undersigned, being an officer of PMI Bluebonnet Realty, managing agent of Red Oak Mountain Property Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

- 1) **Name of Subdivision:** Red Oak Mountain
- 2) **Name of the Association:** Red Oak Mountain Property Owners Association, Inc.
- 3) **Recording Data for the Subdivision Development:** A 492.663 Acre tract of land, out of the G.C. Manius Survey No. 96, Abstract 1543, The C. Schamhorst Survey No. 92, Abstract 1366, and the C.C.S.D. & R.G.N.G. Survey No. 91, Abstract 677, Blanco County, Texas incorporated on June 29, 2020.
- 4) **Recording Data for the Declaration:** The recording data for the Declaration applicable to the Subdivision Development is as follows: Declaration of Covenants, Conditions & Restrictions for Red Oak Mountain dated November 6, 2020 and recorded November 10, 2020, Official Public Records, Blanco County, Texas.
- 5) **Name and Mailing Address for the Association:**

Red Oak Mountain Property Owners Association
c/o PMI Bluebonnet Realty
20540 HWY 46 W Ste 115
Spring Branch, TX 78070
- 6) **Name and Mailing Address of Person Managing the Association or its Designated Representative:**

PMI Bluebonnet Realty
20540 HWY 46 W Ste 115
Spring Branch, TX 78070
830-264-8120
- 7) **Other information the Association considers appropriate:** Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase. **The purpose of this certificate is to provide information sufficient for the title company to correctly identify the subdivision and to contact its governing Association or representative.** This certificate does not purport to identify every piece of information pertinent to the subdivision. No person should rely on this certificate for anything other than instructions for contacting the Association in connection with the transfer of title to a home in the subdivision.

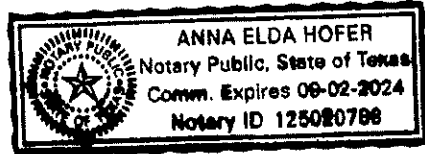
SIGNED this the 19 day of APRIL, 2021.

RED OAK MOUNTAIN PROPERTY OWNERS ASSOCIATION
A Texas Non-Profit Corporation

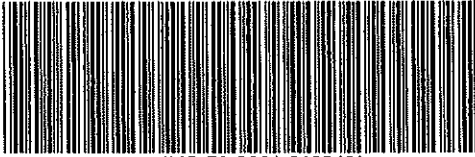
By: *Steven Poer*
Steven Poer (Community Manager and Agent for POA)

SUBSCRIBED AND SWORN TO BEFORE ME, by Steven Poer, the Community Manager and Agent for Red Oak Mountain Property Owners Association

on this the 19th day of April, 2021, to certify which witness my hand and seal of office.



Anna Elda Hofer
NOTARY PUBLIC, STATE OF TEXAS



VG-79-2021-212242

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 212242

Real Property Recordings

Recorded On: April 23, 2021 10:16 AM

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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User: Melody E
Station: cclerk03

Record and Return To:

POER STRAIGHTLINE CONSULTING LLC



STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX