



HUNTER BROOK HOMEOWNER ASSOCIATION COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Board Members of the Hunter Brook Homeowners Association, a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 31st day of August 2011.

Timothy A. Boardman

Board Member

[Signature]

Board Member

Bob. Long

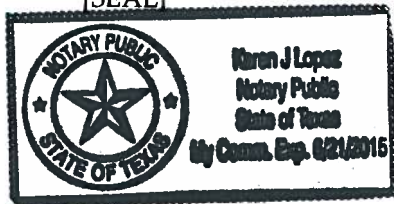
Board Member

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned Notary Public, on this 1st day of September 2011, by **Timothy A. Boardman**, the **President** of the Hunter Brook Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said Association.

This instrument was given to me under my hand and seal on this 1st day of Sept. 2011, 2011.

[SEAL]



Karen J. Lopez
Notary Public Signature

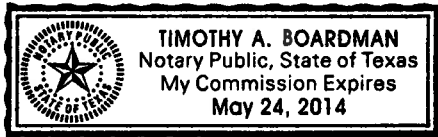
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned Notary Public, on this 31st day of August 2011, by **Darrell Sargent**, the **Vice President** of the Hunter Brook Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said Association.

This instrument was given to me under my hand and seal on this 31st day of August 2011.

[SEAL]

Timothy A. Boardman
Notary Public Signature



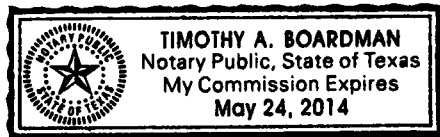
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned Notary Public, on this 31st day of August 2011, by **Robert Symington**, the **Secretary & Treasurer** of the Hunter Brook Homeowners Association, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said Association.

This instrument was given to me under my hand and seal on this 31st day of August 2011.

[SEAL]

Timothy A. Boardman
Notary Public Signature



Cross-reference to Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Travis County, Texas, as amended (the "Declaration").

The policies contained in this Community Manual hereby supersede and replace any and all other previously adopted policies as set forth herein.

HUNTER BROOK HOMEOWNER ASSOCIATION
COMMUNITY MANUAL

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ATTACHMENT 1
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

FILED
In the Office of the
Secretary of State of Texas

FEB 01 2000

WOODS OF BRUSHY CREEK SECTION FOUR OWNERS ASSOCIATION, INC.
Corporations Section

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Nonprofit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation

ARTICLE I
NAME

The name of the corporation is **Woods of Brushy Creek Section Four Owners Association, Inc.**, a Texas non-profit corporation (hereinafter called the "Association")

ARTICLE II
NONPROFIT CORPORATION

The Association is a nonprofit corporation

ARTICLE III
DURATION

The period of its duration is perpetual.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Nonprofit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in the Declaration of Covenants, Conditions, and Restrictions - Woods of Brushy Creek - Section Four, dated August 21, 1997, and filed for record in the real property records of Williamson County, Texas, as the same may be amended, restated, and supplemented from time to time (the "Declaration")

ARTICLE V
REGISTERED OFFICE: REGISTERED AGENT

The street address of the initial registered office of the Association is 14611 Burnet Road, Suite 106, Austin, Texas 78728 The name of its initial registered agent at such address is Larry Jessen

ARTICLE VI
BOARD OF DIRECTORS

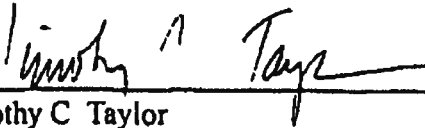
The number of directors constituting the initial Board of Directors of the Association is three (3) and the names and address of the persons who are to serve as the initial directors are

Name	Street Address
Larry Jessen	14611 Burnet Road, Suite 106 Austin, Texas 78728
Ron Montague	14611 Burnet Road, Suite 106 Austin, Texas 78728
Paula Ogden	14611 Burnet Road, Suite 106 Austin, Texas 78728

ARTICLE VII
INCORPORATOR

The name and address of the incorporator is Timothy C Taylor, Jackson Walker L L P , 100 Congress Avenue, Suite 1100, Austin, Texas, 78701

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2000



Timothy C Taylor

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



Hope Andrade
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

WOODS OF BRUSHY CREEK SECTION FOUR OWNERS ASSOCIATION, INC.

File Number: 156767101

Assumed Name:

Hunterbrook Homeowners Association

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 04/16/2010

Effective: 04/16/2010



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Debbie Gustafson

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10342

Dial: 7-1-1 for Relay Services
Document: 304061120002

FILED
In the Office of the
Secretary of State of Texas

APR 16 2010

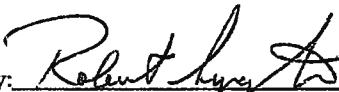
File with the Secretary of State

ASSUMED NAME CERTIFICATE

Corporations Section

1. **Assumed Name:** The assumed name under which the business is to be conducted is Hunterbrook Homeowners Association.
2. **Entity Information:** The name of the entity filing the assumed name is Woods of Brushy Creek Section Four Owners Association, Inc.
 - A. The filing entity is a Non-Profit Corporation.
 - B. The file number issued to the filing entity by the secretary of state is 156767101.
 - C. The state, country, or other jurisdiction of formation is Texas.
 - D. The entity is required to maintain a registered office and agent in Texas, its jurisdiction of formation. The address of its registered office in Texas is 15806 Chatham Wood Drive, Austin, Texas 78717, and the name of the registered agent at such address is Robert Symington.
 - E. The address of the principal office of the entity is the same as the registered agent address.
3. **Period of Duration:** The period during which the assumed name will be used is 10 years from the date of filing with the Secretary of State.
4. **County in which Assumed Name Used:** All counties.
5. **Execution:** The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

WOODS OF BRUSHY CREEK SECTION FOUR
OWNERS ASSOCIATION, INC., a Texas non-profit
corporation

By: 
Printed Name: ROBERT SYMINGTON
Title: TREASURER

386191-1 04/09/2010

ATTACHMENT 2

BYLAWS OF HUNTER BROOK HOMEOWNERS ASSOCIATION

ARTICLE I INTRODUCTION

The name of the corporation is Hunter Brook Homeowners Association, hereinafter referred to as the "Association." The principal office of the Association shall be located in Williamson County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas, County of Williamson, as may be designated by the Board of Directors.

The Association is organized to be a nonprofit corporation.

ARTICLE II DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of Hunterbrook Homeowners Association, filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.2. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of the Declaration.

Section 2.3. Association. "Association" shall mean and refer to Hunter Brook Homeowners Association, a Texas non-profit corporation.

Section 2.4. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.5. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.6. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.7. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.8. Declarant. "Declarant" shall mean Heyl Homes, Inc., a Texas corporation, and its duly authorized representatives or their successors or assigns.

Section 2.9. Declaration. "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four" recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time.

Section 2.10. Development. "Development" shall mean and refer to the property subject to the terms and provisions of the Declaration.

Section 2.11. Majority. "Majority" shall mean more than half.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership privileges in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

ARTICLE III MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.01. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.02. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.03. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.04. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.05. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the

notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

Section 3.06. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.07. Quorum. Except as provided in these Bylaws or in the Declaration, the presence of the Members representing twenty-five percent (25%) of the total votes in the Association shall constitute a quorum at all Association meetings.

Section 3.08. Adjournment of Meetings. If any Association meeting cannot be held because a quorum is not present or for any other reason as determined in the discretion of the Board, a majority of the Members, as the case may be, who are present at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, the quorum requirement shall be reduced to ten percent (10%) of the total votes outstanding in the Association. If quorum is met, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least ten percent (10%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a majority of the votes present at such adjourned meeting, unless otherwise provided in the Declaration.

Section 3.09. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.10. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the owner is void.**

Section 3.11. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. The voting rights of an owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by any method of representative or delegated voting provided by the Association's governing documents. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this section:

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

(b) **Absentee and Electronic Ballots.** An absentee or electronic ballot: (i) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by an owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

(i) **Absentee Ballots.** A Member's vote by absentee ballot is subject to any limitations of Texas law relating to the use of absentee ballots and subject to any specific provision to the contrary in the Declaration or these Bylaws. No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot which it was given. Any solicitation for votes by absentee ballot must include:

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

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

c. the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are*

amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) Electronic Ballots. A Member's vote by electronic ballot is subject to any limitations of Texas law relating to the use of electronic ballots and subject to any specific provision to the contrary in the Declaration or these Bylaws. "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of owner submitting the ballot can be confirmed; and (c) for which the owner may receive a receipt of the electronic transmission and receipt of the owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

Section 3.12. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots case in the election or vote as part of a recount process. Any other person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

Section 3.13. Recount of Votes. Any owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

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

(b) Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount. The Association shall provide the results of the recount to each owner who requested the recount.

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

Section 3.14. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the

minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

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

(b) Upon expiration of the term of a Director elected by the Members pursuant to this Section, his or her successor will be elected for a term of two (2) years. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(c) Each Director shall be a Member and resident, or in the case of corporate or partnership ownership of a Lot or Lot, a duly authorized agent or representative of the corporate or partnership Owner. The corporate, or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors.

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

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

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

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

Section 4.4. Removal of Directors. An elected Director may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast in the Association. If a Director breaches such Director's duties hereunder or violates the terms of the Declaration, the Articles of Incorporation, the Rules and Regulations or these Bylaws, such Director may be removed by a majority vote of the remaining Directors.

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

Section 4.6. Eligibility for Board Membership. Except as otherwise provided herein, the Association may not restrict an owner's right to run for a position on the Board, notwithstanding any provision to the contrary in the Association's governing documents. However, if the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

Section 4.7. Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, appeal from a denial or architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Definition of Board Meetings. As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

Section 5.2. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.3. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5. Open Board Meetings. All regular and special Board meetings must be open to owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.6. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.7. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.8. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each owner who has registered an e-mail address with the Association. It is an owner's duty to keep an updated e-mail address registered with the Association. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.8. Meeting without Prior Notice. A board may meet by any method of communication, including electronic and telephonic, without prior notice to owners if each director may hear and be heard 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 owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to owners under Section 5.8 above consider or vote on: (a) fines; (b) damage assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control

approval; or (h) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board meeting to present the owner's position, including any defense, on the issue.

Section 5.4. Telephone and Electronic Meetings. Any action permitted to be taken by the Board without prior notice to owners may be taken by telephone or electronic methods by means of which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.6. Action without a Meeting. Any action permitted to be taken by the Board without prior notice to owners by unanimous written consent occurs if all Directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

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

- (a) Adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a Member and right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;
- (c) Exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Association Restrictions;
- (d) To enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;
- (e) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;
- (f) Employ such employees as they deem necessary, and to prescribe their duties;
- (g) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the Assessments against each Lot and/or Condominium Lot in advance of each annual assessment period and any other assessments provided by the Declaration; and
 - (2) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) Exercise such other and further powers or duties as provided in the Declaration or by law.

Section 6.2. Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by Members who are entitled to cast fifty-one percent (51%) of all outstanding votes; and

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE VII OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX BOOKS AND RECORDS

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

**ARTICLE X
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

**ARTICLE XI
CORPORATE SEAL**

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

**ARTICLE XII
AMENDMENTS**

Section 13.1. These Bylaws may be amended by: (i) a majority vote of the Board of Directors or (ii) at a regular or special meeting of the Members, by a vote of all the Members of the Association provided that such amendment has been approved by Members of the Association entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association.

Section 13.2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

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

**ARTICLE XIV
MISCELLANEOUS**

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

ATTACHMENT 3

HUNTER BROOK HOMEOWNERS ASSOCIATION SOLAR DEVICE POLICY ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, as amended.

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

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.
3. Architectural Review Approval Required. Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Declaration, the architectural review approval authority established under the Declaration need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to a right to facilitate the development, construction, size, shape, composition and marketing of the community. For the purpose of the Solar Device Policy, the development period means [the period of time Declarant owns all or any portion of the property described on Exhibit " A" of the Declaration.

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

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

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

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:
 - (i) The Solar Energy Device must be located on the roof of the residence located on the owner's lot, entirely within a fenced area of the owner's lot, or entirely within a fenced patio located on the owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by

the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the owner desires to contest the alternate location proposed by the ACC, the owner should submit information to the ACC which demonstrates that the owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

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

C. ENERGY EFFICIENT ROOFING

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

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

ATTACHMENT 4

HUNTER BROOK HOMEOWNERS ASSOCIATION RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, as amended.

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

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "Rainwater Harvesting System"). The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "Rain System Application"). A Rain System Application may only be submitted by an owner unless the owner's tenant provides written confirmation at the time of submission that the owner consents to the Rain System Application.
2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board of Directors of the Association, and the Board need not adhere to this policy when considering any such request.

Each owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If

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

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

- (i) The Rain System Device must be consistent with the color scheme of the residence constructed on the owner's lot, as reasonably determined by the ACC. The following colors are preferred:
- (ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.
- (iii) The Rain System Device is in no event located between the front of the residence constructed on the owner's lot and any adjoining or adjacent street.
- (iv) There is sufficient area on the owner's lot to install the Rain System Device, as reasonably determined by the ACC.
- (v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

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

ATTACHMENT 5

HUNTER BROOK HOMEOWNERS ASSOCIATION FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, as amended.

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

A. ARCHITECTURAL REVIEW APPROVAL

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an owner is permitted to display the flag of the United States of America, the flag of the State of Texas or an official or replica flag of any branch of the United States Military ("**Permitted Flag**") and permitted to install a flagpole affixed to a front porch or back deck ("**Permitted Flagpole**") on a residential lot without approval by the architectural review authority under the Declaration (the "**ACC**").
2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an owner UNLESS the owner's tenant provides written confirmation at the time of submission that the owner consents to the Flagpole Application.
2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property

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

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

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags and Flagpoles and Freestanding Flagpoles, installed in accordance with the Freestanding Flagpole Application, must comply with the following:
- (a) No more than one (1) Freestanding Flagpole or no more than two (2) Permitted Flags and Flagpoles are permitted per residential lot;
 - (b) Any Permitted Flagpole must be no longer than four feet (4') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
 - (c) Any Permitted Flag displayed on any flagpole may not be more than three feet by five feet in size (3'x5');
 - (d) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
 - (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
 - (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
 - (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
 - (h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property;

- (i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole; and
- (j) No flag or flagpole may be located on property that is owned in common by the Members of the Association or owned or maintained by the Association.

ATTACHMENT 6

HUNTER BROOK HOMEOWNERS ASSOCIATION DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. **Display of Certain Religious Items Permitted.** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief. While the Association encourages the display of certain religious items, it must balance that use with its responsibility to improve and enhance the attractiveness, desirability and safety of the community. Therefore, consistent with controlling statutes, and the terms and conditions of the Association's governing documents, this Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.
2. **General Guidelines.** Religious items may be displayed or affixed to an Owner's or resident's entry door or door frame of the Owner's or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5" x 5").
3. **Prohibitions.** No religious item may be displayed or affixed to an Owner's or resident's dwelling that: (a) threatens the public health or safety; (b) violates a law; or (c) contains language, graphics or any display that is patently offensive to a passerby. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner's or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.
4. **Removal.** The Association shall remove any item which is in violation of the terms and provisions of this Policy.
5. **Covenants in Conflict with Statutes.** To the extent that any provisions of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

ATTACHMENT 7

AMENDED AND RESTATED RULES AND REGULATIONS:
WOODS OF BRUSH CREEK SECTION FOUR
(AKA HUNTER BROOK HOMEOWNERS ASSOCIATION)

The Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, ("Declaration") as amended gives the Board of Directors of Hunter Brook Homeowners Association ("Association") the power to adopt rules governing the property described in the Declaration. The Board has adopted the following rules:

Section 1. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may;

- (1) record a notice of non-compliance encumbering the Lot;
- (2) levy a damage assessment against a Lot for damages caused by Owners' actions in violation of the Declaration, Bylaws, or Rules;
- (3) levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a Lot ; and
- (4) assess a fine against the Lot Owner and Lot for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors.

The Association must comply with any notice requirements of state law. Owners are responsible for all violations of their occupants, tenants, guests, agents and invitees.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

It is the owners' responsibility to notify the association, in writing, when a violation has been cured so as to stop any fines from being assessed. Fines may continue to be assessed until the association receives this notice from the owner.

The standard fine schedule shall be as follows, but the Board reserves the right in its sole discretion to deviate from the standard fine schedule when in its sole discretion circumstances warrant such deviation (for example, the Board may waive fines if extenuating circumstances so warrant it, or impose larger fines if circumstances so warrant):

- (a) First violation/notice: \$25-\$50;
- (b) Second violation/notice (or second fine level if violation is not cured by a given deadline): \$50-\$100;
- (c) Third violation/notice (or third fine level if violation is not cured by a given deadline): \$100-\$150;

Fines may be assessed per violation, and each day of a violation may be considered a separate violation.

Section 2. **Attorneys Fees.** The Association may assess reasonable attorneys' fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or Rules.

Section 3. **Non Waiver.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Section 4. **Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise. The Association may at any time without notice require payments to be made in cash or certified funds.

EXHIBIT A

HEARING BEFORE THE BOARD

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

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by _____ from the penalties imposed by the Association for violation of the Declaration.

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

II. Presentation of Facts:

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

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 8

HUNTER BROOK HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY

WHEREAS, Declaration of Covenants, Conditions and Restrictions for the Woods of Brush Creek Section Four is recorded as Document Number 9738946 of the Official Public Records of Williamson County Texas, (together with all subsequent amendments, the "Declaration") and gives the Board of Directors of Hunter Brook Homeowners Association ("Association") the power to adopt rules governing the property described in the Declaration.

WHEREAS, this collection policy is made and adopted pursuant to the authority granted to the Association by said Declarations and pursuant to the authority granted to the Board of Directors in Section 204.010(a) of the Texas Property Code.

THEREFORE BE IT RESOLVED, that the following collection policy shall become effective September 1, 2011 and shall be applicable to all owners.

1. Annual assessment fees shall be billed and post marked no later than December 15th each year for the assessment fees due on January 1st of the following year.
2. A payment grace period of 30 days will be granted to all owners.
3. No interest or penalties shall be assessed during the 30 day grace period.
4. On January 31st, all accounts that remain unpaid, either in whole or in part shall be assessed interest at a rate of eighteen percent (18%) per annum in accordance with the Declaration. Interest will continue to accrue on the last day of each month the account remains unpaid.
5. A late payment assessment in the amount of \$20.00 shall be charged to the owners account for each month the account is past due.
6. An administrative/collection charge of not less than \$10.00 and not more than \$20.00 may be charged to each delinquent owner's account for each letter sent by the Association and/or the Management Company to the owner in an attempt to collect the delinquent amount. The letter schedule is as follows:
 - A. By February 10th a reminder notice will be sent to the owners of delinquent accounts.

- B. By March 10th a certified letter will be sent to the owners of delinquent accounts. The certified letter will request the delinquent owners to appear before the Board of Directors ("Request to Appear") at a meeting scheduled in March. The purpose of the meeting is to promote communication between the Board of Directors and the delinquent owners to see if the matter can be resolved prior to taking further collection actions.
- 7. By April 10th all delinquent accounts, that have not made suitable payment arrangements, will be referred to the Association's attorney for collections. The owners of the delinquent accounts shall bear the legal costs of collection.
- 8. The Association's attorney will proceed with collection efforts in accordance with their collection schedule and arrangements that have been made with the Board of Directors. Collection efforts made by the attorney include sending payment demand letters, filing liens against the delinquent owner's property, filing suit in a court of law, and foreclosing the lien against the delinquent owner's property.

PAYMENT PLANS

Owners may request a payment plan to satisfy their financial obligation to the Association. Owners who enter into a payment plan waive their right to the notification process (6.A and 6.B) outlined above. Standard payment plans are offered to all owners through the Association and/or Management Company, subject to the following conditions:

- 1. All payment plan accounts must be paid in full prior to April 31st.
- 2. A maximum of four (4) payment installments is allowed.
- 3. A payment plan agreement provided by the Association and/or management company, detailing the terms of the agreement including the amount due and due dates, must be executed by the owner and returned to the Association and/or management company to begin the payment plan.
- 4. Administrative costs of not less than \$100.00 and not more than \$150.00 may be charged for administering the terms of the payment plan. Interest does continue to accrue on the account during the terms of the payment plan.
- 5. Failure to meet the terms of the payment plan agreement will result in the account being referred to the Association's attorney without further notice to the delinquent owner.
- 6. Any owner who fails to meet the terms of a payment plan agreement, and has defaulted in the prior two (2) years, hereby forfeits his/her right to enter into any payment plan agreement with the Association in the future.
- 7. Any owner wishing to pre-pay annual assessment fees may do so at his/her leisure, as long as the balance is paid in full by January 30th. There are no special requirements or agreements that must be executed to pre-pay annual assessment fees.

8. Any owner needing assistance above and beyond the standard payment plan must issue a request outlining the owner's proposed agreement to the Board of Directors. The Board of Directors will review each request and vote on its acceptance. A payment plan agreement will be drawn up based on the terms agreed upon by the owner and the Board of Directors. All special payment plans are subject to the same conditions as outlined in this resolution, with the exception of items 1 and 2 under **Payment Plans**.

ATTACHMENT 9

HUNTER BROOK HOMEOWNERS ASSOCIATION
APPLICATION OF PAYMENTS POLICY

1. **Application of Payments.** After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
 - a. Delinquent assessments;
 - b. Current Assessments;
 - c. Attorney fees and costs associated with delinquent assessments;
 - d. Other attorney fees;
 - e. Fines; and
 - f. Any other amount.

2. **Fines.** Payment of fines shall not be given priority over any other amounts owed.

3. **Payment Plans.** If an Owner is in default of a payment plan at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 1.

ATTACHMENT 10

**HUNTER BROOK HOMEOWNERS ASSOCIATION
RECORDS INSPECTION AND COPYING**

The Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, ("Declaration") as amended gives the Board of Directors of Hunter Brook Homeowners Association ("Association") the power to adopt rules governing the property described in the Declaration. The Board of Directors has adopted the following rules in the form of a policy:

Title: Inspection and Copying of Association Records
Revision: 0, September 2011

Purpose:

To adopt a policy regarding an Owner's right to inspect and copy Association records and to adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

Policy:

The Association hereby adopts the following Policy and Procedures:

1. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:
 - (a) The inspection and/or copying of the records of the Association shall be at the Owner's expense; and
 - (b) The inspection and/or copying of the records of the Association shall be conducted during regular business hours of 9:00 a.m. to 5:00 p.m. at Brushy Creek MUD Center, 16318 Great Oaks Drive, Round Rock, Texas 78681, and/or a location deem suitable for such inspection by the Board; and
 - (c) The Owner shall give the Association and/or its management company a written demand, stating the purpose for which the inspection and/or copying is sought, at least ten (10) business days before the date on which the Owner wishes to inspect and/or copy such records; and
 - (d) The Owner shall complete the Agreement Regarding Inspection/Copying of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete the Agreement shall be valid grounds for denying an Owner the right to inspect and/or copy any record of the Association.
2. Proper Purpose/Limitation. Association records shall not be used by any Owner for:

- (a) Any purpose unrelated to an Owner's interest as an Owner;
- (b) The purpose of soliciting money or property;
- (c) Any commercial purpose; or
- (d) The purpose of giving, selling, or distributing such Association records to any person; or
- (e) Harassment or to impede the management of the Association.

3. Exclusions. The following records shall NOT be available for inspection and/or copying as they are deemed confidential:

- (a) Attorney-client privileged documents and records, unless the Board decides to disclose such communications at an open meeting; and
- (b) Any documents that are confidential under constitutional, statutory or judicially imposed requirements; and
- (c) Any documents that are beyond the records retention period; and
- (d) Any documents, or information contained in such documents, disclosure of which would constitute an unwarranted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, e-mail addresses, phone numbers, tax ID numbers, and driver's license numbers.

The following financial records shall be available for inspection but shall NOT be available for copying as they are deemed confidential. A resident will need to fill out the Agreement for Inspection and Copying of Records form. The appropriate management representative will then arrange a time and date convenient to both parties to access these records:

- (a) General Ledger; and
- (b) Original Invoices; and
- (c) Batch Reports; and
- (d) Bank Statements; and
- (e) Any financial documents that contain confidential homeowner, Hunter Brook HOA or vendor information.

4. Fees/Costs. Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, including the cost to search, retrieve, and copy the record(s) requested. The Association may charge \$15.00 per hour for management company staff, if applicable, for the search, retrieval and copying of records. The Association may charge current attorney rate for attorney time associated with the search, retrieval and copying of the records. Additionally, the Association may charge \$.10/page for single sided copies or \$.20/page for

double sided copies. All other costs shall be governed by the amounts set forth in Chapter 70.3 of the Texas Administrative Code.

For requests estimated to be \$25.00 or more, the Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an Owner copies of such records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies.

5. Inspection. The Association reserves the right to have a third person present to observe during any inspection of record by an Owner or the Owner's representative.
6. Original. No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.
7. Creation of Records. Nothing contained in this Policy shall be construed to, nor require the Association to create records that do not exist or compile records in a particular format or order. This includes, but not limited to, any requests for the conversion of non-electronic documents into electronic.
8. Agent. The Association may at its sole discretion, designate a management company as its agent to maintain all records and provide all such access as required by the CC & R's and/or this Policy. Therefore, such management company shall have all rights of the Association with respect to such obligations.
9. Definitions. Unless otherwise defined in this policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
10. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Texas.
11. Deviations. The Board or its agent may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.
12. Amendment. This policy may be amended from time to time by the Board of Directors of the Association.

ATTACHMENT 11

**HUNTER BROOK HOMEOWNERS ASSOCIATION
RECORDS RETENTION**

The Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, ("Declaration") as amended gives the Board of Directors of Hunterbrook Homeowners Association ("Association") the power to adopt rules governing the property described in the Declaration. The Board of Directors has adopted the following rules in the form of a policy:

Title: Records Retention
Revision: 0, September 2011

Purpose:

To adopt a uniform policy regarding Association records availability and to adopt a standard procedure to be followed concerning a records retention schedule.

Policy:

The Association hereby adopts the following Policy and Procedures:

1. General. All records for the Association will be kept permanently either in paper or electronic form for the year of 2011 forward based on the records retention as established by this policy. All records prior to the year 2011 will be kept as to what is currently available by the Board of Directors and/or the management company. Any records that do not have a records retention schedule as specified in this document may be discarded at any time without written notification.
2. Litigation. Through contact with the Association Attorney, if the association is currently in litigation or it reasonably anticipates it will be in litigation in the future, those documents as identified by the attorney will be held beyond the records retention schedule set forth below.

Records Retention Schedule

Financial Documents	Records Retention Schedule
General Ledgers and Journals	Current Year + 7
Year End Financial Statements	Current Year + 7
Tax Returns	Current Year + 7
Audit Reports	Current Year + 7
Accounts Payable/Accounts Receivable Ledgers	Current Year + 7
Expense Records	Current Year + 7
Canceled Checks	Current Year + 7
Electronic Payment Records	Current Year + 7
Purchase Orders and Vendor Invoices	Current Year + 7
Bank Statements	Current Year + 7
Deposit Slips	Current Year + 7
Budgets	Current Year + 7

Petty Cash Vouchers	Current Year + 7
Billing (Owners) Records	Current Year + 5
Governing Documents	Records Retention Schedule
Deed Covenants and Restrictions	Permanent
Bylaws	Permanent
Rules & Regulations	Permanent
Policies	Permanent
Minutes – All Meetings	Current Year + 7
Legal/Insurance/Claims	Records Retention Schedule
Contracts – Active	Current Version
Contracts – Expired (12 Month term or longer)	Current Year + 4
Insurance Policies -Active	Current Version
Insurance Policies -Expired	Current Year + 7
Insurance Records	Current Year + 7
Settled Insurance Claims	Current Year + 7
Court Files, Pleadings (liens, foreclosures, small claims actions)	Current year + 7 or until case has been settled, whichever is longer.
Attorney Legal Opinions	Permanent

3. Destruction of Records. The Association, and if so appointed the management company, will be responsible for complying with the records retention policy and the destruction of such records. The destruction of records can be done one of several ways, including shredding, incinerating, pulverizing, and deleting/destroying of electronic files. While no particular technique is mandatory, the method chosen should preserve the confidentiality of the documents.

3.1 Management Company Appointment By Association. In the event, the Association retains the services of a management company; the following additional procedures shall apply:

- (a) Before destruction of any records, the management company or their designee shall obtain consent from the Board and the Attorney. Any requests for destruction of documents by a person not associated with the management company or their designee will be submitted to the management company in writing. The management company will notify the association Board and Attorney in writing that documents will be destroyed in accordance with the records retention schedule. The Board and Attorney will review the information from the management company to ensure that items proposed for destruction comply with the records retention schedule. If the Board or Attorney indicates a document or documents should not be destroyed, then the Board or attorney will notify the management company with the document(s) not to be destroy, the reason why, and the time period that the subjected documents shall be held beyond the records retention period.
- (b) After receiving the approval from the Board and the Attorney, the management company shall have thirty (30) business days to execute action on these documents. If the management company requires more time, the management company must contact the Board for an extension. Any documents identified "Not to Be Destroyed," shall be turned

over to the requestor, either the Board or the Attorney. Once the "Not to Be Destroyed" documents are no longer required, the procedure for destruction will be executed per this policy.

- 3.1.1** Storage of Documents. The management company shall be the primary responsible party for maintaining the documents for the Association.
- (a) The documents storage should be centralized hard-copy storage for ease of access.
 - (b) The file storage facility should be weather and fireproof.
 - (c) Computer files should be backed up regularly at a frequency no less than twice a year and a copy provided to the Association Board.
- 4.** Deviations. The Board or its agent may deviate from the procedures set forth in this policy, if in its sole discretion, such deviation is reasonable under the circumstances.
- 5.** Amendment. This policy may be amended from time to time by the Board of Directors of the Association.

ATTACHMENT 12

**HUNTER BROOK HOMEOWNERS ASSOCIATION
STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Woods of Brushy Creek Section Four recorded under Document No. 9738946, Official Public Records of Williamson County, Texas, as amended.

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."
2. **Recordation of All Governing Documents.** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. **Online Posting of Governing Documents.** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

AFTER RECORDING RETURN TO:

① Timothy A. Boardman
15810 Chatham Wood Drive
Austin, Texas 78717

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2011058629

Nancy E. Rister

09/01/2011 02:44 PM

KFOSTER \$184.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS