

Association Name: Red Oak Mountain

Type: POA

Accounting Basis: Modified Accrual

MEMBERSHIP		
Membership	Every owner of a lot	Bylaws, Article IV, 4.1
Regular Meeting	Every second Tuesday in June of each year at 7:00 p.m., Central Standard Time; shall be held the following day if the said date is a legal holiday	Bylaws, Article IV, Section 4.3
Special Meeting	May be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law	Bylaws, Article IV, Section 4.5
Notice	Not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting	Bylaws, Article IV, Section 4.6
Quorum	30% of the Members (either in person or by proxy) entitled to make a vote	Bylaws, Article IV, Section 4.7

BOARD OF DIRECTORS		
Composition	3 to 5 Members	Bylaws, Article V, Section 5.2
Term of Office	Term limits are based on the order of highest to lowest number of votes. • 2 Directors will be on 4-year terms; 2 Directors will be on 3-year terms, then one Director will be on a 2-year term	Board of Directors Meeting held on June 29, 2021
Regular Meetings	Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session.	Bylaws, Article V, Section 5.10.A
Special Meetings	Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session.	Bylaws, Article V, Section 5.10.A
Quorum	A majority of the Board Members	Bylaws, Article V, Section 5.10.E

BOD ELECTIONS		
Nominations	Made by a Nominating Committee and from the	Bylaws, Article IV, 4.1

	floor	
Votes	One vote per lot	Bylaws, Article IV, Section 4.7

RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Utility Easement	<ul style="list-style-type: none"> • A utility easement measuring twenty-five feet (25') in width is reserved along the front and rear lot lines and fifteen feet (15') in width along all side lot lines. • The Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies 	CC&Rs, Article II, Section 2.02
Road Easement	<ul style="list-style-type: none"> • A road easement as shown on the Plat and measuring sixty (60') feet in width is reserved in favor of the Association and the Owners (including their guests, invitees and tenants) for the purpose of granting the Owners ingress and egress to and from their Tracts and to the Common Areas. • No Improvement shall be constructed on or over the road easement except as authorized by the Association. • The road easement may also be used for the construction, installation and maintenance of landscaping and utilities 	CC&Rs, Article II, Section 2.04

ARCHITECTURAL CONTROL COMMITTEE

Basic Control & Application	<ul style="list-style-type: none"> • No Improvements of any character shall be erected or placed without the Architectural Control Committee's or Developer's (prior to the Control 	CC&Rs, Article IV, Section 4.01
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	<p>Transfer Date) approval</p> <ul style="list-style-type: none"> • No demolition or destruction of any Improvement by voluntary action shall be made without the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. • Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications (in PDF) for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. • A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process. 	
Effect of Inaction	<ul style="list-style-type: none"> • All approvals or disapprovals issued by the ACC shall be in writing. • If the ACC fails to approve or disapprove any request received by it in compliance with Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations, such request shall be deemed approved as long as it is not in violation of these Restrictions. 	CC&Rs, Article IV, Section 4.03
Effect of Approval	<ul style="list-style-type: none"> • The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder. 	CC&Rs, Article IV, Section 4.04
Variance	<ul style="list-style-type: none"> • All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. 	CC&Rs, Article IV, Section 4.05
Construction Deposits	<ul style="list-style-type: none"> • A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building which will be refunded less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the 	CC&Rs, Article IV, Section 4.06

	Common Areas.	
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ASSESSMENTS		
Assessments	<ul style="list-style-type: none"> • Annual and Special Assessments are collected on a monthly basis or on an annual basis 	CC&Rs, Article VI, Section 6.01
Annual Assessments	<ul style="list-style-type: none"> • The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually. • The initial amount of the Annual Assessment will be five hundred dollars (\$500.00) per Tract. • The Annual Assessment for Tracts 60-65 that abut Maenius Road shall be two hundred and fifty dollars (\$250.00) • The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. 	CC&Rs, Article VI, Section 6.02
Interest of Assessments	<ul style="list-style-type: none"> • Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. 	CC&Rs, Article VI, Section 6.03

DUTIES AND POWERS OF THE PROPERTY OWNERS' ASSOCIATION		
Duty to Prepare Annual Budgets	<ul style="list-style-type: none"> • The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. • The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year. 	CC&Rs, Article VIII, Section 8.04

Financial Statements	<ul style="list-style-type: none"> • The Association shall prepare an annual financial statement, including a balance sheet, for review by the members. 	CC&Rs, Article VIII, Section 8.06
Duties with Respect to Architectural Approvals	<ul style="list-style-type: none"> • The Association, through the ACC, shall perform the ACC duties described in these Restrictions. 	CC&Rs, Article VIII, Section 8.07
Enforcement Restrictions	<ul style="list-style-type: none"> • If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. • The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. • Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. 	CC&Rs, Article VIII, Section 8.10
Remedies	<ul style="list-style-type: none"> • In the event an Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions: a) Enter upon the Owner's property and remove the violating condition, or cure the violation, at the expense of the Owner, and the violating Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition; b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments; c) Suspend an Owner's right to use the Common 	CC&Rs, Article VIII, Section 8.11

	<p>Areas;</p> <p>d) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; and/or</p> <p>e) Take any action allowed by the Texas Property Code.</p>	
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GENERAL PROVISIONS		
Amendments	<ul style="list-style-type: none"> • These Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. 	CC&Rs, Article IX, Section 9.02