

**HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION  
BOOK OF RESOLUTIONS  
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HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Policy Resolution No. 1

The Book of Resolutions

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD OF DIRECTORS (the BOARD) to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES of INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Article VII, Section 2(a) charges the BOARD with causing to be kept a complete record of all its acts and corporate affairs, including a record of all resolutions of the BOARD (hereinafter referred to as the BOOK OF RESOLUTIONS); and

WHEREAS, the BOARD deems it necessary to establish the policies to govern the BOOK OF RESOLUTIONS;

NOW THEREFORE, BE IT RESOLVED THAT the BOARD shall establish and maintain a BOOK OF RESOLUTIONS which shall be an orderly and indexed record of all resolutions adopted by the BOARD, including Policy Resolutions, Administrative Resolutions and Special Resolutions.

1. Classification of Resolutions

A. POLICY RESOLUTIONS shall mean and refer to those resolutions adopted by the BOARD which specifically relate to the plan of governance and governance policy of the ASSOCIATION, including but not limited to ASSOCIATION rules and actions, other than in contracts of specified duration of less than three years, wherein an authority of the BOARD is delegated to a person or body other than the BOARD. POLICY RESOLUTIONS shall be recorded as Part One of the BOOK OF RESOLUTIONS of the ASSOCIATION and in the Book of Minutes.

B. ADMINISTRATIVE RESOLUTIONS shall mean and refer to those resolutions enacted by the BOARD which deal with the internal operation and structure of the ASSOCIATION, including but not limited to establishment of committees and financial procedures. ADMINISTRATIVE RESOLUTIONS shall be duly recorded as Part Two of the BOOK OF RESOLUTIONS and in the Book of Minutes.

C. SPECIAL RESOLUTIONS shall mean and refer to those resolutions adopted by the BOARD involving actions relative to questions of compliance by a RESIDENT with the provisions of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS. SPECIAL RESOLUTIONS shall be duly recorded as Part Three of the BOOK OF RESOLUTIONS and in the Book of Minutes.

D. GENERAL RESOLUTIONS shall mean and refer to those resolutions adopted by the BOARD which related to specific expenditures, to include the award of contracts of a

duration of three (3) years or less, single task actions, and other such general matters of the BOARD which do not impact the membership or relate to the processes or procedures to be observed by the BOARD in fulfilling their responsibilities. GENERAL RESOLUTIONS may not have the potential far-reaching (over three [3] years) or precedent-setting implications. GENERAL RESOLUTIONS shall be recorded in the Book of Minutes.

2. Definitions. This BOOK OF RESOLUTIONS shall incorporate by reference all definitions contained in the PROJECT DOCUMENTS.

3. Book Format. The book of resolutions shall be composed of three main sections, one for POLICY RESOLUTIONS, one for ADMINISTRATIVE RESOLUTIONS, and one for SPECIAL RESOLUTIONS, such resolutions to be arranged in each section in order of their precedence, otherwise in order of their adoption. The last section of the BOOK OF RESOLUTIONS shall include a chronological and, where appropriate, topical index.

4. Format of Resolutions. The format of resolutions, with the exception of GENERAL RESOLUTIONS, shall conform to the format in Exhibit A.

5. Responsibility. The SECRETARY shall be responsible for maintaining the BOOK OF RESOLUTIONS and providing OWNERS notice of any additions or changes.

6. Inspection. The BOOK OF RESOLUTIONS shall be made available for inspection by any OWNER, upon request, during normal business hours.

7. Conflicts. Where the BOOK OF RESOLUTIONS conflicts with state statute or the PROJECT DOCUMENTS, those documents shall prevail.

8. Severability. The invalidity of any part of the BOOK OF RESOLUTIONS shall not impair or affect in any manner the validity, enforceability or effect of the balance of the BOOK OF RESOLUTIONS.

9. Compliance. All RESIDENTS shall comply with the provisions of the BOOK OF RESOLUTIONS.

10. Enforcement. The ASSOCIATION or any OWNER shall have the right to enforce, by any proceeding at law or in equity, all provisions of the BOOK OF RESOLUTIONS, and all other PROJECT DOCUMENTS. The failure of any OWNER to comply with the provisions of any of the PROJECT DOCUMENTS shall give rise to a cause of action in the ASSOCIATION and enable aggrieved OWNER for the recovery of damages, or for injunctive relief or both. Failure by the ASSOCIATION or any OWNER to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such right shall be effective only pursuant to an instrument in writing signed by the party to be shared with such waiver and shall be limited to the particular covenant, condition, or restriction contained herein which is expressly set forth as being waived.

11. Violation and Nuisance. Every act or omission whereby any provision of the BOOK OF RESOLUTIONS is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the ASSOCIATION or any OWNER.

12. Violation of Law. Any violation of state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation, or use of any of the LOTS, is hereby declared to be a violation of the BOOK OF RESOLUTIONS and subject to any or all of the enforcement procedures set forth herein.

13. Remedies Cumulative. Each remedy set forth in this BOOK OF RESOLUTIONS shall be in addition to all other remedies whether available at law or in equity and all such remedies, whether or not set forth in this BOOK OF RESOLUTIONS, shall be cumulative and not exclusive.

14. Reference of Pronouns. All pronouns and any variations thereof shall be deemed to be gender neutral and singular and plural as the identity of the person or persons or entities may require.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

EXHIBIT A

MODEL RESOLUTION FORMAT INTRODUCED AT A MEETING

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

(Type) Resolution No.

(Title of Resolution)

(Authority) WHEREAS, SECTION \_\_ OF \_\_

(Purpose and Scope) WHEREAS (the following problem has been identified. . .)

(Specific Action) NOW THEREFORE, BE IT RESOLVED THAT (details of how problem  
is to be solved)

APPROVED: (date)

ATTEST: (typically the Secretary of the Association)

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 2

Policy Resolutions

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, the BOARD has deemed there is a need to adopt formal rules and procedures for making and recording Policy Resolutions; and

WHEREAS, it is the intent of the BOARD to institute such rules and procedures;

NOW THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Policy Resolutions be adopted:

1. First Reading: The proposed Policy Resolution shall be read into the minutes of a Regular Board Meeting by a member of the BOARD. At that meeting, the BOARD shall set a time, date, and place, such time to be no less than fifteen (15) days hence, for a hearing of the OWNERS on the proposed resolution.
2. Publication: The proposed Policy Resolution shall be printed in its entirety in the ASSOCIATION newsletter or any special notice distributed to the OWNERS, together with the notice of the time, date, and place of the membership hearing as set by the BOARD.
3. Consistency: The SECRETARY, legal counsel, or Architectural Controls Committee, at the PRESIDENT of the ASSOCIATION'S direction, shall be responsible for reviewing the proposed resolution for consistency with previously adopted resolutions and with the PROJECT DOCUMENTS and other public laws or regulations and submitting a written report at the membership hearing.
4. Membership Hearing: All OWNERS attending the hearing shall receive printed copies of the agenda, on which the proposed resolution shall appear. OWNERS shall have an opportunity to comment on the proposed resolution, subject to guidelines established by the BOARD or designated committee at the beginning of the hearing. The BOARD may delegate the administration of the hearing to an appropriate committee.
5. BOARD Action: At a meeting of the BOARD to be held no earlier than seven (7) days from the date of the hearing and no later than the regular BOARD Meeting, the BOARD shall take action on the proposed Policy Resolution. To be adopted, the resolution must have the approval of a majority of the BOARD. If the resolution is adopted, copies of the resolution shall be distributed to all OWNERS and placed in the BOOK OF RESOLUTIONS.
6. Waiver: Policy Resolutions establishing the BOOK OF RESOLUTIONS and procedures

for adopting the Policy Resolutions shall not be subject to requirements 1, 2, and 4 above, nor the hearing requirements of 3 above; however such resolutions shall be announced to all OWNERS at a meeting of the OWNERS.

7. Re-Adoption: The BOARD shall undertake a thorough review of all prior resolutions recorded in the minutes of the ASSOCIATION, and with the advice of the SECRETARY or legal counsel, make such changes and additions as seem necessary or appropriate, using the procedures as set out in the BOOK OF RESOLUTIONS and resolutions establishing procedures for resolutions.

8. Duration: With the exception of Policy Resolutions adopted under 6 above, Policy Resolutions shall remain in effect for a period of time of three (3) years from the date of adoption or any subsequent amendment by the BOARD, unless a lesser period is indicated in the resolution. Policy Resolutions adopted under 6 above, as they may be amended from time to time, shall remain in effect perpetually. Any Policy Resolution due to expire shall be brought to the BOARD by the SECRETARY for consideration at a meeting within forty-five (45) days prior to the date of expiration of said Policy Resolution. If, at the meeting when the Policy Resolution is reviewed, there are no proposed amendments of a substantive nature, the BOARD may re-adopt the resolution by a simple majority.

9. Amendment: To amend a Policy Resolution substantively, the BOARD will follow the procedures for adoption of a Policy Resolution.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Policy Resolution No. 3

Administrative Resolutions

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, the BOARD deems it necessary to establish appropriate procedures for adopting and recording Administrative Resolutions of the BOARD; and

WHEREAS, it is the intent of the BOARD to institute such rules and procedures;

NOW THEREFORE, BE IT RESOLVED THAT the following guidelines for Administrative Resolutions be adopted:

1. Procedures for Adoption: The proposed Administrative Resolutions shall be included in the published BOARD agenda for the meeting at which it is to be considered. The Secretary, legal counsel, or any COMMITTEE may review the proposed resolutions and make a report to the BOARD. The proposed resolutions may be amended and/or adopted by a simple majority of the BOARD. If a resolution is adopted, it shall be placed in the BOOK OF RESOLUTIONS and the resolution or a fair summary thereof shall be printed in its entirety in the first ASSOCIATION newsletter, whether in print or by electronic means, to be published following the adoption of the resolution.
2. Duration: Administrative Resolutions shall remain in effect until rescinded by the BOARD, unless a specific period is stated in the resolution. The SECRETARY shall place on the agenda of the BOARD, consideration of any resolution due to expire forty-five (45) days prior to its expiration.
3. Amendment: Administrative Resolutions may be amended by the BOARD with approval by a simple majority.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 4

Special Resolutions

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD OF DIRECTORS (the BOARD) to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, for the benefit and protection of the ASSOCIATION and of the individual owners, the BOARD deems it desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by RESIDENTS or GUESTS with the provisions of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS, thereby attempting minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the BOARD to establish procedures for the BOARD, the ARCHITECTURAL CONTROL COMMITTEE and the DEED RESTRICTIONS COMMITTEE (the "COMMITTEES") where they must take action relative to questions of compliance by persons with the provisions of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS if the Association is self-managed, i.e., not assisted by a Community Management Company;

WHEREAS, the BOARD may engage the services of a Community Management Company to assist the Association in fulfilling the responsibilities of the Association;

NOW THEREFORE, BE IT RESOLVED THAT the Special Resolutions shall be adopted in accordance with the following procedures unless the services of a Community Management Company are engaged, in which case the procedures of such company will be adopted and followed in lieu of the procedures outlined herein:

1. Violations of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS:

A. Required actions prior to initiation of the Special Resolution Process. Any OWNER or agent of the ASSOCIATION has the authority to request that a RESIDENT cease or correct any act or omission which appears to be in violation of the PROJECT DOCUMENTS or BOOK OF RESOLUTIONS. Such a request must be made before the Special Resolution Process is initiated, and evidence that such action has been taken must be provided.

B. Written Complaint. If the actions described in Paragraph A. do not result in compliance by the offending RESIDENT, the Special Resolution Process shall be initiated upon the filing of a written complaint by any MEMBER (the COMPLAINTANT). The complaint shall constitute a written statement of events setting forth in ordinary and concise language the acts or omissions with which the alleged offending RESIDENT (the

RESPONDENT) is charged to enable the RESPONDENT to prepare a defense. The complaint shall specify the exact provisions of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS which the RESPONDENT is alleged to have violated and must contain as many specifics as are available as to time, date, locations, persons involved, etc. so that the complaint may be investigated.

C. Service of Complaint. Upon the filing of the complaint, the BOARD or COMMITTEE shall assign the complaint a Special Resolution Number and serve a copy of the complaint to the RESPONDENT by personal delivery; or by certified mail addressed to RESPONDENT at the address appearing on the books of the ASSOCIATION. Service by mail shall be deemed delivered and effective two (2) days, excluding days with no mail delivery (i.e., Sundays and Federal Holidays) after such mailing in a regular depository of the United States Postal Service.

D. Hearing Notice/Request. At the discretion of the BOARD or COMMITTEE, the RESPONDENT shall be served with a Notice of Hearing or option to Request a Hearing.

1. Notice of Hearing. Along with the service of complaint, the BOARD or COMMITTEE may serve a Notice of Hearing. Such notice must be provided on all parties at least ten (10) calendar days prior to the hearing. The notice to the RESPONDENT shall be substantially in the following form but may be modified to suit the specific circumstances or include other information:

You are hereby notified that a hearing shall be held before a Special Resolutions Panel of the Association at \_\_\_\_\_ (location) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ (year) at the hour of \_\_\_\_\_ upon the charges made in the complaint served upon you. You may but need not be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors.

If any of the parties can, within seventy-two (72) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the BOARD or COMMITTEE may reschedule the time and date of the hearing and promptly deliver notice of the new hearing date.

2. Request for a Hearing. Along with the service of complaint, the BOARD or COMMITTEE may choose to provide RESPONDENT with the option to request a Hearing. The service of complaint and option to request a Hearing will advise the RESPONDENT they may request a hearing before the BOARD or COMMITTEE within 30 days of receipt of the Notice as provided herein.

E. Notice of Defense. Service of the complaint and Notice of Hearing/Request for a Hearing shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the RESPONDENT may:

1. Admit to the complaint and detail the actions that have or will be taken to resolve the complaint. In such event, the appropriate committee/Board of Directors will make a determination as to whether the response resolves the issue and whether any further action is needed.
2. Admit to the complaint in whole or in part. In such event, the appropriate committee/Board of Directors any make a determination as to whether it will waive hearing and simply impose a penalty, if any, or it will conduct a hearing to determine the appropriate penalty.
3. Object to the complaint on the grounds that it does not adequately state the acts or omissions alleged to be a violation and why they constitute a violation, and/or that the complaint it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare a defense. The objection must specify the reason for the objection and provide sufficient information for the committee/Board of Directors to make a determination if the objection is valid.
4. Attend/request a hearing before a Special Resolutions Panel as hereinafter provided.

Any objections to the form or substance of the complaint shall be considered by the BOARD or COMMITTEE within ten (10) calendar days of their receipt. The BOARD or COMMITTEE shall make its determination and notify all parties within said ten (10) calendar day period. If the complaint is insufficient, the COMPLAINTANT shall have seven (7) calendar days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the BOARD or COMMITTEE that the complaint is still insufficient, then the matter shall be dismissed.

F. The SPECIAL RESOLUTIONS PANEL. The BOARD or COMMITTEE, or the PRESIDENT of the ASSOCIATION (the PRESIDENT), shall appoint a panel of no less than five (5) OWNERS to serve on an ad hoc COMMITTEE referred to as the SPECIAL RESOLUTIONS PANEL (the PANEL) for each Special Resolution hearing. All PANEL members must be OWNERS who are in good standing and with no active violations of the PROJECT DOCUMENTS or BOOK OF RESOLUTIONS such that the Special Resolutions process has been initiated, and it shall be incumbent upon each member of the PANEL to make a determination as to whether they are able to function in a disinterested and objective manner in consideration of the case before the PANEL. Any member incapable of objective consideration of the case shall disclose such to the appointing agency and remove themselves from the proceedings and have it so recorded in the Minutes. In any event, the RESPONDENT may challenge any member of the PANEL for cause, where a fair and impartial hearing cannot be afforded at any time prior to the taking of the evidence and testimony at the hearing. In the event of such a challenge, the BOARD shall meet to determine the sufficiency of the challenge. If a majority of the BOARD sustains the challenge, the PRESIDENT shall appoint another OWNER to replace the challenged member of the PANEL. All decisions of the BOARD in this regard shall be final.

G. Hearing process:

1. Whenever a PANEL has commenced to hear the matter and a member of the PANEL is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the PRESIDENT shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an OFFICER of the ASSOCIATION.
  - (b) Both the COMPLAINANT and RESPONDENT (the PRINCIPALS) shall have these rights; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against them. Even if a RESPONDENT does not testify in their own behalf, they may be called and examined as if under cross-examination.
  - (c) The hearing need not be conducted according to technical legal rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall not be sufficient in itself to support a finding.
  - (d) PRINCIPALS do not need to attend the hearing; however, the PANEL will render their decision based the information presented by those present/representing the PRINCIPAL'S positions at the hearing.
  - (d) Hearings are open to MEMBERS of the ASSOCIATION.
  - (f) At the beginning of the hearing, the rules and procedures by which the hearing is to be conducted will be presented. Generally, each PRINCIPAL is entitled to make an opening statement, starting with the COMPLAINANT. Then each PRINCIPAL is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then each PRINCIPAL is entitled to make a closing statement. PRINCIPALS may waive the right to exercise any part of this process, and the PANEL is entitled to exercise their discretion as to the specific manner in which the hearing is conducted.

H. Decision. After all testimony and documentary evidence has been presented to the PANEL, the PANEL shall vote upon the matter with a simple majority of the entire PANEL controlling. The PANEL shall make its determination only in accordance with this resolution. The decision may be made at the conclusion of the hearing or may be postponed to no later than ten (10) calendar days hence. The PANEL will prepare written findings of fact. A copy of the findings and recommendations of the PANEL, including majority and minority opinions, if any, shall be served by the PANEL on each PRINCIPAL in the matter and their attorneys, if any. In the case of a collective hearing, for those cases with no significant deviations from the facts or conditions, a single decision may be rendered with a list of the applicable Special Resolution cases. A summary of the PANEL decision shall be included in the Book of Minutes. Disciplinary action, if any, shall become effective ten (10) calendar days after it is served upon the RESPONDENT(S), unless otherwise ordered in writing by the PANEL.

I. Non-response to any of the communications from the COMMITTEE or BOARD will be regarded as an admission to the complaint and the RESPONDENT will be subject to the decision of the BOARD.

2. Appeals of decisions of the Architectural Controls Committee:

A. RESIDENTS may appeal a decision of the ARCHITECTURAL CONTROLS COMMITTEE provided that all subordinate avenues of resolution have been pursued and further, provided that all parties involved comply with the decision of the applicable COMMITTEE until such time, if any, as the BOARD amends or reverses the COMMITTEE'S decision.

B. Appeals Petitions. Appeals petitions must be legibly written and be submitted to the PRESIDENT or SECRETARY of the ASSOCIATION in substantially the following form:

(I)(We) \_\_\_\_\_ hereby petition the Board of Directors to hear an appeal of Special Resolution Number \_\_\_\_\_, entitled or Architectural Control Committee Application Denial No. \_\_\_\_\_ .

(I)(We) further understand that within the Association, a decision of the Board of Directors on this issue is final and that if further action is initiated by the Association, another owner or (myself)(ourselves), it will be through legal proceedings in a court of law.

Signed \_\_\_\_\_  
Dated \_\_\_\_\_

C. Notice of Hearing. Notice of Hearing shall be as stipulated in Paragraphs 1.D. of this resolution.

D. Effect of Decision. The BOARD may uphold the ARCHITECTURAL CONTROL COMMITTEE decision in its entirety; may amend such decision; or may overturn such decision by a vote with a simple majority of the BOARD.

E. Further Action. A RESIDENT must exhaust all available remedies of the ASSOCIATION prescribed by this Resolution before that RESIDENT may resort to a court of law for relief with respect to any alleged violations by any RESIDENT of any provisions of the PROJECT DOCUMENTS or the BOOK OF RESOLUTIONS. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the BOARD or to any MEMBER where the complaint alleges nonpayment of assessments or other outstanding debts to the ASSOCIATION.

APPROVED: February 12, 2019

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the "ASSOCIATION")

Policy Resolution No. 6

Definitions of Residents and Requirements to Establish Status

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES of INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the GOVERNING DOCUMENTS); and

WHEREAS, the rights and privileges of ASSOCIATION RESIDENTS derive from property ownership; and

WHEREAS the BOARD deems it necessary to clarify the definition of residents and establish the criteria for verifying a resident's status;

NOW THEREFORE, BE IT RESOLVED THAT the following definitions will be used to determine the status of those who reside in the ASSOCIATION and the following criteria will be used to establish such status:

1. RESIDENT – any person whose domicile, i.e., their place of residence, is on a property in the ASSOCIATION.
2. OWNER – persons or entities listed on a document showing ownership of a property in the ASSOCIATION, i.e., Title Deed
3. MEMBER – there are three types of MEMBERS:

A. OWNERS. All membership privileges originate from property ownership; thus, all OWNERS are MEMBERS. OWNERS have rights beyond those of other MEMBERS, i.e., voting rights on ASSOCIATION issues. However, in accordance with the BYLAWS, there can only be one vote per property, regardless of the number of OWNERS residing at that property.

B. Certified MEMBERS. Persons who are legally related to an OWNER and part of the OWNER's household, i.e., that reside at OWNER's property but are not listed as an OWNER. Certified MEMBERS include:

(1) The SPOUSE of an OWNER as evidenced by a marriage license recognized in the State of Texas.

(2) A CHILD of an OWNER as evidenced by a birth certificate or adoption decree listing the OWNER or an OWNER's SPOUSE as the parent for a person under 23 years of age.

(3) A person under 23 years of age with a legal document showing an OWNER or an OWNER's SPOUSE as their legal guardian.

(4) A grandchild of an OWNER, provided the OWNER certifies the person is their grandchild and that they are residing at the property in the ASSOCIATION.

(5) Persons presenting a Power of Attorney granting them authority to make decisions regarding an ASSOCIATION property on behalf of the property OWNER.

Certified MEMBERS are afforded access to all ASSOCIATION facilities and may sponsor and supervise GUESTs in the same manner as OWNERS, but do not have voting rights regarding ASSOCIATION issues, nor may they extend any privileges to other persons, e.g., a CHILD or grandchild.

C. Designated MEMBERS: A person certified by an OWNER that they reside at the OWNER's property and is a member of their household. OWNERS are limited to extending such status to one person. Designated MEMBER status is valid for one year and may be extended by OWNER for an additional year. There is no limit to the number of extensions of Designated MEMBER status. Designated MEMBERS are afforded access to all ASSOCIATION facilities and may sponsor and supervise GUESTs in the same manner as OWNERS, but do not have voting rights regarding ASSOCIATION issues, nor may they extend any privileges to other persons, e.g., a CHILD or grandchild.

4. TENANT – Persons who have entered into a lease agreement with an OWNER requiring payment of rent to OWNER or their agents, and for which the OWNER has included a relinquishment of membership access rights clause in the lease agreement. Only those persons enumerated in the lease agreement are considered TENANTS, regardless of their relationship to the TENANTS (e.g., SPOUSE or CHILD). TENANTS are afforded the same access to ASSOCIATION facilities as OWNERS, including being allowed to sponsor and supervise GUESTs at the pool and allowed to rent the clubhouse.

#### 5. GUEST:

A. Persons sponsored by a MEMBER or TENANT, for which the MEMBER or TENANT accepts responsibility for the GUEST's actions.

B. Persons residing on an ASSOCIATION property without a relinquishment agreement from an OWNER, whether or not they have a lease agreement or are paying rent to an OWNER or their agents

C. Persons who would otherwise meet the criteria to be a MEMBER or a TENANT cannot be afforded the status of being a GUEST, i.e., a MEMBER or TENANT cannot sponsor someone residing on an ASSOCIATION property as a GUEST.

6. EXCEPTIONS: The BOARD is empowered to grant exceptions to this policy provided the factors related to such exceptions are clearly enumerated and documented in the Book of Minutes.

APPROVED: June 12, 2018

ATTEST: Randie A. Strom, Secretary



**WOODLAND OAKS HOMEOWNERS ASSOCIATION**

1056 Woodland Oaks Drive ♦ Schertz, TX 78154

**DESIGNATED MEMBER ASSIGNMENT**

In accordance with Policy Resolution No. 6 of the Book of Resolutions, I

\_\_\_\_\_ of  
(Member's Name)

\_\_\_\_\_ assign  
(Member's Address)

\_\_\_\_\_ (Designated Member's Name)

as a Designated Member of the Association. I acknowledge that Designated Members:

1. Are afforded the same access to Association facilities and functions as other Association members.
2. May sponsor and supervise guests in the same manner as other Association members provided they are 16 years of age or older.
3. Cannot cast a vote in their own right on Association matters, however may serve as my proxy provided they are 18 years of age or older.
4. Cannot extend any Association privileges to any other person, e.g., a child or grandchild.

I certify the person I am assigning as a Designated Members resides at the property identified above, is a member of my household, i.e., is not a tenant, and is the only person assigned as a Designated Member. I understand I may revoke this assignment at any time and for any reason by advising the Association President, Secretary or Board of Directors of the revocation. I also acknowledge this status is conferred for a period of one year from the date of the assignment, which can be renewed for additional one-year periods with no limit on the number of extensions.

I further acknowledge should any information provided not be factual that I may be subject to a complaint being filed against me and subject to the Special Resolutions process, which may result in my status as a Member in Good Standing being revoked for a period not to exceed three years.

\_\_\_\_\_ (Member's Signature)

\_\_\_\_\_ (Date)



**WOODLAND OAKS HOMEOWNERS ASSOCIATION**

1056 Woodland Oaks Drive ♦ Schertz, TX 78154

**GRANDCHILD CERTIFICATION**

In accordance with Policy Resolution No. 6 of the Book of Resolutions, I

\_\_\_\_\_ of  
(Member’s Name)

\_\_\_\_\_ certify that  
(Member’s Address)

\_\_\_\_\_

is/are my grandchild(en), that s/he/they resides at the property identified above and is/are a member(s) of my household and is/are under 23 years of age, and as such will be regarded as a Certified Member(s) of the Association. I acknowledge that Certified Members:

1. Are afforded the same access to Association facilities and functions as other Association members.
2. May sponsor and supervise guests in the same manner as other Association members provided they are 16 years of age or older.
3. Cannot cast a vote in their own right on Association matters, however may serve as my proxy provided they are 18 years of age or older.
4. Cannot extend any Association privileges to any other person.

I understand I may revoke this assignment at any time and for any reason by advising the Association President, Secretary or Board of Directors of the revocation. I further acknowledge should any information provided not be factual that I may be subject to a complaint being filed against me and subject to the Special Resolutions process, which may result in my status as a Member in Good Standing being revoked for a period not to exceed three years.

\_\_\_\_\_  
(Member’s Signature)

\_\_\_\_\_  
(Date)

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 7

Rescission of Previous Resolutions

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Article VII, Section 7.2(a) of the BYLAWS requires the BOARD to keep a complete record of all its acts and corporate affairs, including a record of all resolutions of the BOARD (hereinafter referred to as the BOOK OF RESOLUTIONS); and

WHEREAS, after extensive investigation, the BOARD has determined that the BOOK OF RESOLUTIONS was not adequately maintained as of or about July, 2002 through March 14, 2017;

NOW THEREFORE, BE IT RESOLVED THAT the BOARD deems that any and all Policy and Administrative resolutions, and all other resolutions deemed by the BOARD to have been improperly categorized according to the definition of resolutions included in this BOOK OF RESOLUTIONS, other than those adopted on March 14, 2017, if not otherwise expired, are rescinded.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 8

Penalties for Noncompliance

WHEREAS, Article VII, of the BYLAWS directs the BOARD OF DIRECTORS (the BOARD) to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Article III, Paragraph 8 of the DECLARATION provides for the collection of interest charges and legal action on assessments not paid; and

WHEREAS, Article IV, Paragraph 3 of the DECLARATION provides for the enforcement of all of the provisions of the DECLARATION; and

WHEREAS, Article VII, Section 7.1(a) of the BYLAWS authorizes the BOARD to establish penalties for infractions of rules and regulations governing the common areas; and

WHEREAS, Article XI, Section 11.1 of the BYLAWS reiterates and provides for additional actions that may be taken for assessments not paid;

NOW THEREFORE, BE IT RESOLVED THAT the BOARD is authorized to impose penalties on RESIDENTS for noncompliance with the PROJECT DOCUMENTS and BOOK OF RESOLUTIONS generally consistent with the guidelines provided herein. The BOARD may deviate from these guidelines, but the reasons for any such deviation must be documented in the Minutes of the action taken with respect to the associated Special Resolution as outlined in the Special Resolutions process. None of the actions outlined below may be pursued other than through the Special Resolution process.

1. Non-payment of Assessments and/or other obligations to the ASSOCIATION.

A. Interest payments. Per the PROJECT DOCUMENTS, interest (also referred to as Finance Charges) in the amount of 10% per annum will be assessed to outstanding balances commencing with 30 days after the non-payment of an assessment, and will continue to accrue on the outstanding balance until such balance is paid in full. The BOARD is empowered to waive interest accruals.

B. Access to common facilities. OWNERS with outstanding balances for over 30 days will be determined as not being in good standing with the ASSOCIATION and will be denied access to the amenities in the common areas, to include the pool, clubhouse, tennis/basketball courts, pavilions, the use of playground equipment, and any other amenities provided by the ASSOCIATION for the enjoyment of the RESIDENTS. These restrictions shall apply to the RESIDENTS and GUESTS whose right of access derives from the offending OWNER(S).

C. Late fees. The BOARD and their agents are authorized to impose reasonable fees on outstanding balances to cover the administrative expense in pursuing payment of accounts and as an incentive to promptly pay outstanding obligations. In no case shall the amount of cumulative late fees exceed 50% of the original amount for which the fee was imposed.

D. Collection services. The BOARD and their agents are authorized to engage the services of a collection agency for the purposes of reporting non-payment to credit monitoring agencies and to assist in the pursuit of payment of outstanding obligations. Such services may only be engaged after an OWNER'S account has had an outstanding balance for at least 90 days. All legally allowable fees associated with the engagement of a collection agency shall be applied to the OWNER'S account.

E. Liens. As stipulated in the PROJECT DOCUMENTS, the BOARD may direct that a lien may be filed against an OWNER'S property for non-payment of an assessment. A lien may only be filed if an OWNER'S outstanding obligations includes all or any portion of an annual or special assessment, and may not be pursued until at least 90 days after non-payment. All legal and processing fees related to the filing of such lien shall be applied to the OWNER'S account.

F. Filing Suit. At the BOARD'S discretion, the ASSOCIATION may file suit against any OWNER for non-payment of any outstanding obligations to the ASSOCIATION. All allowable legal and other fees associated with pursuing such a suit are to be charged to the OWNER'S account. No such suit is to be pursued until at least 120 days after non-payment.

G. Foreclosure. As stipulated in the PROJECT DOCUMENTS, and at the discretion of the BOARD, the ASSOCIATION may pursue foreclosure procedures and apply all legal and processing fees to the OWNER'S account. Foreclosure proceeding may not be pursued until at least 180 days after non-payment.

H. Other actions. These guidelines do not restrict the ASSOCIATION, the BOARD, or their agents, from pursuing any other procedural, administrative, or legal action to recover outstanding obligations of OWNERS.

## 2. Other Violations.

A. Access to common facilities. RESIDENTS advised of a violation of the PROJECT DOCUMENTS or BOOK OF RESOLUTIONS which has been addressed through the Special Resolutions process may be denied access to the amenities in the common areas, to include the pool, clubhouse, tennis/basketball courts, pavilions, the use of playground equipment, and any other amenities provided by the ASSOCIATION for the enjoyment of the RESIDENTS for a period not to exceed sixty (60) days since the first notice of the violation or, in the case where action is required to resolve the violation, since such action has been completed. These restrictions shall apply to the OWNER(S), RESIDENTS and any GUESTS whose right of access derives from the offending OWNER(S). Such action shall not be taken prior to 60 days of the first notice of the violation.

B. Fines. Subject to fulfilling the requirement of the Special Resolutions process, the BOARD and their agents are authorized to impose reasonable fines for non-compliance with the requirements of the PROJECT DOCUMENTS or BOOK OF RESOLUTIONS to cover the administrative expense of pursuing compliance with such requirements, and to incentivize

compliance. Such fines will be posted to the offending OWNER'S account. The following guidelines will be observed for such fines (if violations can be characterized in more than one of the categories outlined below, the category that results in the higher amount will be applied):

(1) For each unresolved violation, a fine of \$25.00 per month until the violation is resolved. If there are multiple unresolved violations, the maximum fine is \$100.00 per month. For violations that remain unresolved for 90 days, starting with the 91<sup>st</sup> day the fine will be increased to \$50.00 per month until the violation is resolved. If there are multiple unresolved violations exceeding 90 days, the maximum fine is \$150.00 per month. For violations that remains unresolved for 180 days, starting with the 181<sup>st</sup> day, the fine will be increased to \$100.00 per month until the violation is resolved. If there are multiple unresolved violations exceeding 90 days, the maximum fine is \$200.00 per month.

(2) For three (3) or more violations of any type (other than non-payment of assessments) within a 90 day period and any such violation remain unresolved, a fine of \$25.00 per month per unresolved violation until all violations are resolved. If there are multiple unresolved violations, the maximum fine is \$100.00 per month.

(3) For six (6) or more violations of any type (payment of assessments) within a 180 day period, a fine of \$50.00 per month per unresolved violation will be applied until all violations are resolved. If there are multiple unresolved violations, the maximum fine is \$150.00 per month.

(4) For eight (8) or more violations of any variety within the past year, a fine of \$50.00 per month per unresolved violation will be applied until all violations are resolved. If there are multiple unresolved violations, the maximum fine is \$200.00 per month.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 9

Standby Electric Generators

WHEREAS, Article VII, of the BYLAWS directs the BOARD OF DIRECTORS (the BOARD) to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Chapter 202 of the Texas Property Code provides that homeowners may install standby electric generators (SEGs) and authorizes homeowner associations to provide rules and regulations for SEGs; and

WHEREAS, the BOARD has determined it necessary to establish such rules and regulations with respect to the installation and operation of SEGs;

NOW THEREFORE, BE IT RESOLVED THAT the following rules and regulations are in effect with respect to the installation and operation of SEGs:

1. RESIDENTS wishing to install a SEG must submit a request through the Architectural Controls process providing all pertinent details with respect to the installation of the SEG such that the Architectural Controls Committee may make a determination with respect to such installation being in compliance with the PROJECT DOCUMENTS, the BOOK OF RESOLUTIONS, and any published Design Guides.
2. SEGs and all associated systems, e.g., electrical, plumbing, and fuel line connections, and non-integral fuel tanks must be installed by licensed contractors, and installed and maintained in compliance with manufacturer's specifications and applicable governmental health, safety, electrical and building codes.
3. SEGs shall not be visible from the street faced by the dwelling by locating the SEG in a side or rear yard behind a fence, or shall be screened by other means such that it is not visible from the street.
4. SEG systems shall not produce a sound decibel level greater than 70dB outside the property line of the residence where the SEG is installed.
5. SEG systems must be maintained in a safe and operable condition. Inoperable SEG systems must either be repaired to safe and operable condition or removed.
6. SEGs shall only be engaged to provide electrical power to the residence when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service, or for testing periods not to exceed two (2) hours.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(The ASSOCIATION)

Policy Resolution No. 10

Antennas

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Article II, Paragraph 17 of the DECLARATION establishes guidelines for the installation of radio and television antennas; and

WHEREAS, the Section 207 of the Telecommunications Act of 1996 grants homeowners rights with respect to the installation of satellite dishes, yet affords homeowners associations some degree of regulation with respect to the placement of such devices; and

WHEREAS, the BOARD deems it necessary to clarify the guidelines found in Article II, Paragraph 17 of the DECLARATION as Section 207 of the Telecommunications Act of 1996 conflicts with some aspects of the DECLARATION with respect to the installation of antennas on the exterior of a residence:

NOW THEREFORE, BE IT RESOLVED THAT the following guidelines will be implemented with respect to the installation of antennas of any type and for any purpose on properties in the ASSOCIATION:

1. External antennas will not be installed on the front of any ASSOCIATION property if the same quality reception or gain can be obtained when mounted on the side or back of the residence.
2. Parabolic or other dish-type antennas shall not exceed 18 inches in diameter.
3. The height of any grid, sector or pole-type antenna may not extend more than two (2) feet above the highest point of the residence. RESIDENTS must verify placement and height with local city code prior to installation.
4. Exceptions to these guidelines must be requested through the ARCHITECTURAL CONTROLS process and approved prior to installation.

APPROVED: January 9, 2018

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 1

Architectural Controls Committee

WHEREAS Article II, Paragraph 2 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION) stipulates the need and enumerates some of the duties of an ARCHITECTURAL CONTROLS COMMITTEE; and

WHEREAS Article XI, Section 9.1 of the BYLAWS directs the appointment of an ARCHITECTURAL CONTROLS COMMITTEE and authorizes the BOARD OF DIRECTORS (the BOARD) to appoint such committees;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall appoint a standing ARCHITECTURAL CONTROLS COMMITTEE (the COMMITTEE) with the following charter:

1. Purpose. The COMMITTEE is established for the purpose of ensuring RESIDENTS comply with the architectural controls and deeds restrictions outlined in the ARTICLES OF INCORPORATION, the DECLARATION, and the BYLAWS, which collectively hereafter shall be referred to as the PROJECT DOCUMENTS, and the BOOK OF RESOLUTIONS; as well as the requirements of a Design Guide that has been established by proper process; and what is in the best interest of the ASSOCIATION.

2. Relationship of COMMITTEE to the BOARD:

A. The BOARD is empowered by the PROJECT DOCUMENTS to establish this and any other committees, and as such, the COMMITTEE serves at the pleasure of the BOARD and is obliged to comply and enforce all requirements of the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS, established Design Guides, and policies as set forth by the BOARD.

B. Unless otherwise authorized by the BOARD, the COMMITTEE will not make any decisions or take any actions that may result in the expenditure of ASSOCIATION resources without a GENERAL RESOLUTION from the BOARD authorizing such an expenditure.

C. Unless otherwise authorized by the PROJECT DOCUMENTS, the COMMITTEE will take no adverse action against any MEMBER until the Special Resolutions process has been followed. Advising MEMBERS of violations is not an adverse action.

3. Specific responsibilities of the COMMITTEE:

A. Provide a written summary report to the BOARD of architectural control requests and determinations, and deeds restrictions violations and status at regularly scheduled meetings of the BOARD.

B. Establish, conduct, or oversee a process to review and make determination regarding requests submitted by RESIDENTS with respect to compliance with architectural

controls as established in the PROJECT DOCUMENTS, the BOOK OF RESOLUTIONS, and any established Design Guides. Appeals by RESIDENTS of such determinations will be addressed through the Special Resolutions process.

C. Establish, conduct or oversee a process of regular inspections of ASSOCIATION properties for possible violations of architectural controls or deeds restriction requirements of the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS, or any established Design Guides, and the process for ensuring RESIDENTS are informed of such violations. Any appeals by RESIDENTS to the determinations of the COMMITTEE will be addressed through the Special Resolutions process.

D. Prior to September of each year, submit to the BOARD any anticipated expenses to be included in the ASSOCIATION budget for the following fiscal year.

E. Advise the BOARD of any concerning trends with respect to architectural control issues and/or deeds restrictions violations, and propose action(s) for BOARD consideration to address undesirable trends.

F. Make recommendations to the BOARD for changes to the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS, or established Design Guides as they relate to architectural controls or deeds restrictions issues.

#### 4. Composition:

A. Committee Chair (the CHAIR). The BOARD shall appoint a CHAIR of the COMMITTEE, who will be regarded as an OFFICER of the ASSOCIATION, and as such will be appointed at the same time as the selection of other OFFICERS of the ASSOCIATION. As with other OFFICERS, the CHAIR will serve for a term of one year, with no limit as to the number of terms, and may be removed from their office in the same manner as other ASSOCIATION OFFICERS. In the event of the resignation of the CHAIR, the BOARD will appoint a new CHAIR to serve out the term of the previous CHAIR.

B. The CHAIR may appoint CO-CHAIR(s), subject to the approval of the BOARD, officers of the COMMITTEE, and sub-committee chairpersons as deemed necessary. CHAIR may also appoint as many additional members to the COMMITTEE as the CHAIR deems necessary, unless the BOARD acts to veto such appointments. The term for any CO-CHAIR(S), sub-committee chairs, or committee members is subject to the CHAIR, who may appoint or remove members as they deem necessary, unless the BOARD acts to veto such action. Members of the COMMITTEE do not need to be RESIDENTS of the ASSOCIATION, but any RESIDENTS of the ASSOCIATION appointed as committee members must be ASSOCIATION MEMBERS in good standing with no active Architectural Controls or Deeds Restrictions violations that have initiated the Special Resolutions process. Under no circumstances are members of the COMMITTEE to be compensated for fulfilling their responsibilities unless the BOARD approves engaging the services of an individual or entity, e.g., an expert to advise the COMMITTEE and the BOARD. COMMITTEE members will be reimbursed for authorized expenses incurred as a result of their responsibilities, per the procedures established by the BOARD for receiving funds in advance or being reimbursed for such expenses. The CHAIR is responsible for advising the BOARD of any changes in the composition of the COMMITTEE, and for ensuring the SECRETARY has a current roster of all COMMITTEE members and offices held.

5. COMMITTEE activities:

A. Meetings: The committee will meet as determined by the CHAIR. The CHAIR, or an appointee of the CHAIR will notify COMMITTEE members of upcoming meetings. The CHAIR, or their appointee will attend regularly scheduled meetings of the BOARD to report on COMMITTEE activities and to receive any direction from the BOARD.

B. Minutes: The COMMITTEE is encouraged, but not required to keep minutes of meetings, but will provide a report to the BOARD at regularly scheduled meetings regarding COMMITTEE activities for inclusion in the Minutes. The report may be delivered as a written copy to the SECRETARY of the ASSOCIATION, or provided verbally at the BOARD meetings.

C. Recommendations: COMMITTEE recommendations seeking action from the BOARD will be submitted in writing in sufficient time for inclusion on the agenda of such meeting, generally two weeks prior to the scheduled meeting. The BOARD will address such recommendations at the next regularly scheduled Board meeting and actions recorded in the minute of the BOARD meeting and as a General Resolution in the Book of Minutes. If a COMMITTEE recommendation has a sense of urgency, the CHAIR may request the PRESIDENT of the Association call a Special Meeting of the BOARD to address the issue.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 2

Nominating Committee

WHEREAS Article V, Section 5.1 of the BYLAWS directs the appointment of a NOMINATING COMMITTEE and authorizes the BOARD OF DIRECTORS (the BOARD) to appoint such committees; and

WHEREAS Article IX, Section 9.1 of the BYLAWS also directs the ASSOCIATION to appoint a NOMINATING COMMITTEE, and authorizes the BOARD OF DIRECTORS (the BOARD) to appoint such committees;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall appoint a standing NOMINATING COMMITTEE (the COMMITTEE) with the following charter:

1. Purpose. The COMMITTEE is established for the purpose of seeking and putting forth the best qualified candidates for election to the BOARD and to fill ASSOCIATION OFFICER positions.

2. Relationship of COMMITTEE to the BOARD:

A. The BOARD is empowered by the ARTICLES OF INCORPORATION, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS) to establish this and any other committees, and as such, the COMMITTEE serves at the pleasure of the BOARD and is obliged to comply and enforce all requirements of the PROJECT DOCUMENTS and the BOOK OF RESOLUTIONS.

B. Unless otherwise authorized by the BOARD, the COMMITTEE will not make any decisions or take any actions that may result in the expenditure of ASSOCIATION resources without a GENERAL RESOLUTION from the BOARD authorizing such an expenditure.

C. Unless otherwise authorized by the PROJECT DOCUMENTS, the COMMITTEE will take no adverse action against any MEMBER until the Special Resolutions process has been followed. Advising MEMBERS of violations is not an adverse action.

3. Specific responsibilities of the COMMITTEE:

A. Seek out and present qualified MEMBERS to serve as members of the BOARD for each BOARD position with a term expiration at the annual membership meeting.

B. Seek out and present qualified MEMBERS to serve as OFFICERS of the ASSOCIATION.

C. Work with other committees, or agents (i.e., management company), to ensure such candidates for BOARD positions are properly vetted and put forward on ballots for election at the annual membership meeting.

D. Provide periodic reports to the BOARD of COMMITTEE activities and prospective candidates.

#### 4. Composition:

A. Committee Chair (the CHAIR). The BOARD shall appoint a CHAIR of the COMMITTEE, who must at all times be a MEMBER of the ASSOCIATION, will be regarded as an OFFICER of the ASSOCIATION, and as such will be appointed at the same time as the selection of other OFFICERS of the ASSOCIATION. As with other OFFICERS, the CHAIR will serve for a term of one year, with no limit as to the number of terms, and may be removed from their office in the same manner as other ASSOCIATION OFFICERS. In the event of the resignation of the CHAIR, the BOARD will appoint a new CHAIR to serve out the term of the previous CHAIR. Unless the BOARD chooses otherwise, the VICE PRESIDENT of the ASSOCIATION will be deemed to be appointed as the CHAIR of the COMMITTEE.

B. The CHAIR may appoint CO-CHAIR(s), subject to the approval of the BOARD, officers of the COMMITTEE, and sub-committee chairpersons as deemed necessary. The CHAIR may also appoint as many additional members to the COMMITTEE as the CHAIR deems necessary, unless the BOARD acts to veto such appointments. The term for any CO-CHAIR(S), sub-committee chairs, or committee members is subject to the CHAIR, who may appoint or remove members as they deem necessary, unless the BOARD acts to veto such action. Members of the COMMITTEE do not need to be RESIDENTS of the ASSOCIATION, but any RESIDENTS of the ASSOCIATION appointed as committee members must be ASSOCIATION MEMBERS in good standing with no active Architectural Controls or Deeds Restrictions violations that have initiated the Special Resolutions process. Under no circumstances are members of the COMMITTEE to be compensated for fulfilling their responsibilities unless the BOARD approves engaging the services of an individual or entity, e.g., an expert to advise the COMMITTEE and the BOARD. COMMITTEE members will be reimbursed for authorized expenses incurred as a result of their responsibilities, per the procedures established by the BOARD for receiving funds in advance or being reimbursed for such expenses. The CHAIR is responsible for advising the BOARD of any changes in the composition of the COMMITTEE, and for ensuring the SECRETARY has a current roster of all COMMITTEE members and offices held.

#### 5. COMMITTEE activities:

A. Meetings: The committee will meet as determined by the CHAIR. The CHAIR, or an appointee of the CHAIR will notify COMMITTEE members of upcoming meetings. The CHAIR, or their appointee will attend regularly scheduled meetings of the BOARD to report on COMMITTEE activities and to receive any direction from the BOARD.

B. Minutes: The COMMITTEE is not required to keep minutes of meetings, but will provide a report to the BOARD at regularly scheduled meetings regarding COMMITTEE activities for inclusion in the Minutes. The report may be delivered as a written copy to the SECRETARY of the ASSOCIATION, or provided verbally at the BOARD meetings.

C. Recommendations: COMMITTEE recommendations seeking action from the BOARD will be submitted in writing in sufficient time for inclusion on the agenda of such

meeting, generally two weeks prior to the scheduled meeting. The BOARD will address such recommendations at the next regularly scheduled Board meeting and actions recorded in the minute of the BOARD meeting and as a General Resolution in the Book of Minutes. If a COMMITTEE recommendation has a sense of urgency, the CHAIR may request the PRESIDENT of the Association call a Special Meeting of the BOARD to address the issue.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 3

Activities Committee

WHEREAS Article XI, Section 9.1 of the BYLAWS authorizes the BOARD OF DIRECTORS (the BOARD) to appoint committees as they deem appropriate;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall appoint a standing ACTIVITIES COMMITTEE (the COMMITTEE) with the following charter:

1. Purpose. The COMMITTEE is established for the purpose of developing, organizing and running events to enhance the sense of community within the ASSOCIATION.

2. Relationship of COMMITTEE to the BOARD:

A. The BOARD is empowered by the ARTICLES OF INCORPORATION, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS) to establish this and any other committees, and as such, the COMMITTEE serves at the pleasure of the BOARD and is obliged to comply and enforce all requirements of the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS and policies as set forth by the BOARD.

B. Unless otherwise authorized by the BOARD, the COMMITTEE will not make any decisions or take any actions that may result in the expenditure of ASSOCIATION resources without a GENERAL RESOLUTION from the BOARD authorizing such an expenditure.

C. Unless otherwise authorized by the PROJECT DOCUMENTS, the COMMITTEE will take no adverse action against any MEMBER until the Special Resolutions process has been followed. Advising MEMBERS of violations is not an adverse action.

3. Specific responsibilities of the COMMITTEE:

A. Prior to the regular BOARD meeting in September of each year, submit an annual calendar of proposed events for the following calendar year along with cost estimates for each event, and a total budget estimate for COMMITTEE activities.

B. Establish, conduct, or oversee a process to organize and execute all organized ASSOCIATION events.

C. Establish, conduct or oversee a process to recommend the selection and placement of holiday season decorations within the ASSOCIATION to the BOARD, to include any proposed decoration contests and proposed methods for selection of winners and prizes.

D. Solicit and review ideas from RESIDENTS on other events they believe would enhance the sense of community and submit recommendations to the BOARD.

E. Review request from groups/clubs seeking the use of ASSOCIATION facilities with respect to their value to the community and provide recommendations to the BOARD with respect to such requests.

F. Coordinate with the Communications Committee with respect to upcoming activities and how to best publicize them.

G. Prepare and make arrangements for the presentation at the annual membership meeting on the events conducted over the past year, and events planned for the succeeding year.

#### 4. Composition:

A. Committee Chair (the CHAIR). The BOARD shall appoint a CHAIR of the COMMITTEE, who will be regarded as an OFFICER of the ASSOCIATION, and as such will be appointed at the same time as the selection of other OFFICERS of the ASSOCIATION. As with other OFFICERS, the CHAIR will serve for a term of one year, with no limit as to the number of terms, and may be removed from their office in the same manner as other ASSOCIATION OFFICERS. In the event of the resignation of the CHAIR, the BOARD will appoint a new CHAIR to serve out the term of the previous CHAIR.

B. The CHAIR may appoint CO-CHAIR(s), subject to the approval of the BOARD, officers of the COMMITTEE, and sub-committee chairpersons as deemed necessary. CHAIR may also appoint as many additional members to the COMMITTEE as the CHAIR deems necessary, unless the BOARD acts to veto such appointments. The term for any CO-CHAIR(S), sub-committee chairs, or committee members is subject to the CHAIR, who may appoint or remove members as they deem necessary, unless the BOARD acts to veto such action. Members of the COMMITTEE do not need to be RESIDENTS of the ASSOCIATION, but any RESIDENTS of the ASSOCIATION appointed as committee members must be ASSOCIATION MEMBERS in good standing with no active Architectural Controls or Deeds Restrictions violations that have initiated the Special Resolutions process. Under no circumstances are members of the COMMITTEE to be compensated for fulfilling their responsibilities unless the BOARD approves engaging the services of an individual or entity, e.g., an expert to advise the COMMITTEE and the BOARD. COMMITTEE members will be reimbursed for authorized expenses incurred as a result of their responsibilities, per the procedures established by the BOARD for receiving funds in advance or being reimbursed for such expenses. The CHAIR is responsible for advising the BOARD of any changes in the composition of the COMMITTEE, and for ensuring the SECRETARY has a current roster of all COMMITTEE members and offices held.

#### 5. COMMITTEE activities:

A. Meetings: The committee will meet as determined by the CHAIR. The CHAIR, or an appointee of the CHAIR will notify COMMITTEE members of upcoming meetings. The CHAIR, or their appointee will attend regularly scheduled meetings of the BOARD to report on COMMITTEE activities and to receive any direction from the BOARD.

B. Minutes: The COMMITTEE is encouraged, but not required to keep minutes of meetings, but will provide a report to the BOARD at regularly scheduled meetings regarding COMMITTEE activities for inclusion in the Minutes. The report may be delivered as a

written copy to the SECRETARY of the ASSOCIATION, or provided verbally at the BOARD meetings.

C. Recommendations: COMMITTEE recommendations seeking action from the BOARD will be submitted in writing in sufficient time for inclusion on the agenda of such meeting, generally two weeks prior to the scheduled meeting. The BOARD will address such recommendations at the next regularly scheduled Board meeting and actions recorded in the minute of the BOARD meeting and as a General Resolution in the Book of Minutes. If a COMMITTEE recommendation has a sense of urgency, the CHAIR may request the PRESIDENT of the Association call a Special Meeting of the BOARD to address the issue.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 4

Communications Committee

WHEREAS Article XI, Section 9.1 of the BYLAWS authorizes the BOARD OF DIRECTORS (the BOARD) to appoint committees as they deem appropriate;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall appoint a standing COMMUNICATIONS COMMITTEE (the COMMITTEE) with the following charter:

1. Purpose. The COMMITTEE is established for the purpose of enhancing communications between the BOARD and the ASSOCIATION membership, and among RESIDENTS.

2. Relationship of COMMITTEE to the BOARD:

A. The BOARD is empowered by the ARTICLES OF INCORPORATION, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS) to establish this and any other committees, and as such, the COMMITTEE serves at the pleasure of the BOARD and is obliged to comply and enforce all requirements of the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS and policies as set forth by the BOARD.

B. Unless otherwise authorized by the BOARD, the COMMITTEE will not make any decisions or take any actions that may result in the expenditure of ASSOCIATION resources without a GENERAL RESOLUTION from the BOARD authorizing such an expenditure.

C. Unless otherwise authorized by the PROJECT DOCUMENTS, the COMMITTEE will take no adverse action against any MEMBER until the Special Resolutions process has been followed. Advising MEMBERS of violations is not an adverse action.

3. Specific responsibilities of the COMMITTEE:

A. Seek and collect information of interest to the ASSOCIATION, to include any scheduled activities sponsored by the ASSOCIATION.

B. Prepare and distribute a newsletter on a schedule as determined by the BOARD. The newsletter may be in whatever format or media, i.e., hard copy or electronic, as recommended by the COMMITTEE and approved by the BOARD. The newsletter, and any other communications to the membership must be reviewed by the ASSOCIATION PRESIDENT (or designee) prior to being published.

C. Provide reports on COMMITTEE activities, to include deadlines for inclusion of articles in the ASSOCIATION newsletter at regularly schedule BOARD meetings

D. Prior to the regular BOARD meeting in September of each year, submit a proposed budget for COMMITTEE activities for the following calendar.

E. Research, consider and propose methods for enhancing communications within the ASSOCIATION to the BOARD.

#### 4. Composition:

A. Committee Chair (the CHAIR). The BOARD shall appoint a CHAIR of the COMMITTEE, who will be regarded as an OFFICER of the ASSOCIATION, and as such will be appointed at the same time as the selection of other OFFICERS of the ASSOCIATION. As with other OFFICERS, the CHAIR will serve for a term of one year, with no limit as to the number of terms, and may be removed from their office in the same manner as other ASSOCIATION OFFICERS. In the event of the resignation of the CHAIR, the BOARD will appoint a new CHAIR to serve out the term of the previous CHAIR. Unless delegated to another COMMITTEE member, the CHAIR will be regarded as the Editor of the ASSOCIATION newsletter.

B. The CHAIR may appoint CO-CHAIR(s), subject to the approval of the BOARD, officers of the COMMITTEE, and sub-committee chairpersons as deemed necessary. CHAIR may also appoint as many additional members to the COMMITTEE as the CHAIR deems necessary, unless the BOARD acts to veto such appointments. The term for any CO-CHAIR(S), sub-committee chairs, or committee members is subject to the CHAIR, who may appoint or remove members as they deem necessary, unless the BOARD acts to veto such action. Members of the COMMITTEE do not need to be RESIDENTS of the ASSOCIATION, but any RESIDENTS of the ASSOCIATION appointed as committee members must be ASSOCIATION MEMBERS in good standing with no active Architectural Controls or Deeds Restrictions violations that have initiated the Special Resolutions process. Under no circumstances are members of the COMMITTEE to be compensated for fulfilling their responsibilities unless the BOARD approves engaging the services of an individual or entity, e.g., an expert to advise the COMMITTEE and the BOARD. COMMITTEE members will be reimbursed for authorized expenses incurred as a result of their responsibilities, per the procedures established by the BOARD for receiving funds in advance or being reimbursed for such expenses. The CHAIR is responsible for advising the BOARD of any changes in the composition of the COMMITTEE, and for ensuring the SECRETARY has a current roster of all COMMITTEE members and offices held.

#### 5. COMMITTEE activities:

A. Meetings: The committee will meet as determined by the CHAIR. The CHAIR, or an appointee of the CHAIR will notify COMMITTEE members of upcoming meetings. The CHAIR, or their appointee will attend regularly scheduled meetings of the BOARD to report on COMMITTEE activities and to receive any direction from the BOARD.

B. Minutes: The COMMITTEE is not required to keep minutes of meetings, but will provide a report to the BOARD at regularly scheduled meetings regarding COMMITTEE activities for inclusion in the Minutes. The report may be delivered as a written copy to the SECRETARY of the ASSOCIATION, or provided verbally at the BOARD meetings.

C. Recommendations: COMMITTEE recommendations seeking action from the BOARD will be submitted in writing in sufficient time for inclusion on the agenda of such meeting, generally two weeks prior to the scheduled meeting. The BOARD will address such

recommendations at the next regularly scheduled Board meeting and actions recorded in the minute of the BOARD meeting and as a General Resolution in the Book of Minutes. If a COMMITTEE recommendation has a sense of urgency, the CHAIR may request the PRESIDENT of the Association call a Special Meeting of the BOARD to address the issue.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 5

Facilities Committee

WHEREAS Article XI, Section 9.1 of the BYLAWS authorizes the BOARD OF DIRECTORS (the BOARD) to appoint committees as they deem appropriate;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall appoint a standing FACILITIES COMMITTEE (the COMMITTEE) with the following charter:

1. Purpose. The COMMITTEE is created for the purpose of ensuring the facilities, other real property assets and equipment held in common by the ASSOCIATION are properly operated, maintained and managed.

2. Relationship of COMMITTEE to the BOARD:

A. The BOARD is empowered by the ARTICLES OF INCORPORATION, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS) to establish this and any other committees, and as such, the COMMITTEE serves at the pleasure of the BOARD and is obliged to comply and enforce all requirements of the PROJECT DOCUMENTS, BOOK OF RESOLUTIONS and policies as set forth by the BOARD.

B. Unless otherwise authorized by the BOARD, the COMMITTEE will not make any decisions or take any actions that may result in the expenditure of ASSOCIATION resources without a GENERAL RESOLUTION from the BOARD authorizing such an expenditure.

C. Unless otherwise authorized by the PROJECT DOCUMENTS, the COMMITTEE will take no adverse action against any MEMBER until the Special Resolutions process has been followed. Advising MEMBERS of violations is not an adverse action.

3. Specific responsibilities of the COMMITTEE:

A. Prior to the regular BOARD meeting in September of each year, submit an annual calendar of proposed events for the following calendar year along with cost estimates for each event, and a total budget estimate for COMMITTEE activities.

B. Establish, conduct, or oversee a process to organize and execute all organized ASSOCIATION events.

C. Establish, conduct or oversee a process to recommend the selection and placement of holiday season decorations within the ASSOCIATION to the BOARD, to include any proposed decoration contests and proposed methods for selection of winners and prizes.

D. Solicit and review ideas from RESIDENTS on other events they believe would enhance the sense of community and submit recommendations to the BOARD.

E. Review request from groups/clubs seeking the use of ASSOCIATION facilities with respect to their value to the community and provide recommendations to the BOARD with respect to such requests.

F. Coordinate with the Communications Committee with respect to upcoming activities and how to best publicize them.

G. Prepare and make arrangements for the presentation at the annual membership meeting on the events conducted over the past year, and events planned for the succeeding year.

A. Prior to the regular BOARD meeting in September of each year, submit a prioritized list of proposed facilities repairs or improvements, with estimates for effecting such repairs or improvements as well as any other planned activities of the Facilities Committee, for the following year, an updated five-year plan of major repairs or improvements, and an updated asset recapitalization schedule to the BOARD.

B. Conduct or oversee the inspection of all ASSOCIATION facilities and appurtenances on a regularly scheduled basis to assess their condition, and develop plans for keeping the assets in good repair for consideration by the BOARD.

C. Conduct or make arrangements for maintenance, repairs or improvements of ASSOCIATION facilities and appurtenances per prioritized lists or schedules approved by the BOARD. For major maintenance, repair, or improvement efforts, i.e., those estimated to cost \$500.00 or more, research multiple potential providers and obtain multiple quotes for presentation to the BOARD for consideration and approval.

D. Provide oversight for any maintenance, repairs or improvements completed by others to ensure they are completed satisfactorily and report such completion to the TREASURER to ensure timely payment of service providers.

E. Develop, propose and implement procedures to be followed by RESIDENTS and their GUEST with respect to use of all facilities, to include the pool, clubhouse, playground, and tennis courts. This includes developing, proposing and implementing key control procedures for all key controlled facilities. Such policies, procedures and rules must be approved as a Policy Resolution.

#### 4. Composition:

A. Committee Chair (the CHAIR). The BOARD shall appoint a CHAIR of the COMMITTEE, who will be regarded as an OFFICER of the ASSOCIATION, and as such will be appointed at the same time as the selection of other OFFICERS of the ASSOCIATION. As with other OFFICERS, the CHAIR will serve for a term of one year, with no limit as to the number of terms, and may be removed from their office in the same manner as other ASSOCIATION OFFICERS. In the event of the resignation of the CHAIR, the BOARD will appoint a new CHAIR to serve out the term of the previous CHAIR.

B. The CHAIR may appoint CO-CHAIR(s), subject to the approval of the BOARD, officers of the COMMITTEE, and sub-committee chairpersons as deemed necessary.

CHAIR may also appoint as many additional members to the COMMITTEE as the CHAIR deems necessary, unless the BOARD acts to veto such appointments. The term for any CO-CHAIR(S), sub-committee chairs, or committee members is subject to the CHAIR, who may appoint or remove members as they deem necessary, unless the BOARD acts to veto such action. Members of the COMMITTEE do not need to be RESIDENTS of the ASSOCIATION, but any RESIDENTS of the ASSOCIATION appointed as committee members must be ASSOCIATION MEMBERS in good standing. Under no circumstances are members of the COMMITTEE to be compensated for fulfilling their responsibilities unless the BOARD approves engaging the services of an individual or entity, e.g., an expert to advise the COMMITTEE and the BOARD. COMMITTEE members will be reimbursed for authorized expenses incurred as a result of their responsibilities, per the procedures established by the BOARD for receiving funds in advance or being reimbursed for such expenses. The CHAIR is responsible for advising the BOARD of any changes in the composition of the COMMITTEE, and for ensuring the SECRETARY has a current roster of all COMMITTEE members and offices held.

5. COMMITTEE activities:

A. Meetings: The committee will meet as determined by the CHAIR. The CHAIR, or an appointee of the CHAIR will notify COMMITTEE members of upcoming meetings. The CHAIR, or their appointee will attend regularly scheduled meetings of the BOARD to report on COMMITTEE activities and to receive any direction from the BOARD.

B. Minutes: The COMMITTEE is encouraged, but not required to keep minutes of meetings, but will provide a report to the BOARD at regularly scheduled meetings regarding COMMITTEE activities for inclusion in the Minutes. The report may be delivered as a written copy to the SECRETARY of the ASSOCIATION, or provided verbally at the BOARD meetings.

C. Recommendations: COMMITTEE recommendations seeking action from the BOARD will be submitted in writing in sufficient time for inclusion on the agenda of such meeting, generally two weeks prior to the scheduled meeting. The BOARD will address such recommendations at the next regularly scheduled Board meeting and actions recorded in the minute of the BOARD meeting and as a General Resolution in the Book of Minutes. If a COMMITTEE recommendation has a sense of urgency, the CHAIR may request the PRESIDENT of the Association call a Special Meeting of the BOARD to address the issue.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 6

Annual Assessments

WHEREAS Article IV, Paragraph (2) (b) of the ARTICLES OF INCORPORATION, Article III of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and Article XI of the BYLAWS, which collectively shall be referred to as the PROJECT DOCUMENTS) provide for and establish guidelines for the collection of annual and special assessments; and

WHEREAS, Article VII, of the BYLAWS directs the BOARD OF DIRECTORS (the BOARD) to exercise for the ASSOCIATION all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the PROJECT DOCUMENTS; and

WHEREAS the BOARD deems it necessary to establish the guidelines to be considered by the BOARD when considering the amounts of the annual assessments to be levied on OWNERS;

NOW THEREFORE BE IT RESOLVED THAT the BOARD shall follow the following guidelines when establishing the amounts for annual assessments:

1. Basic Principles. Determining the amount of annual assessments requires careful consideration of various factors, including:

A. The most basic, and most important factor to consider is ensuring the ASSOCIATION has adequate resources to fulfill their fiscal obligations. This includes:

(1) Operating expenses.

(2) Sufficient reserves for major repairs/recapitalization/replacement of all ASSOCIATION property at the appropriate time, to include facilities, real property installed equipment, appurtenances, other equipment, furnishings and personal property.

(3) Sufficient reserve to address financial risks that cannot be adequately or efficiently mitigated by other means, i.e., insurance policies.

B. Minimizing the burden on OWNERS by keeping assessments as low as possible. With meeting financial obligations as the primary constraint, the BOARD should continuously seek ways to meet ASSOCIATION obligations as efficiently as possible by establishing processes, procedures and safeguards to minimize errors and unnecessary or imprudent expenditures so assessments can be kept as low as possible.

C. Consideration of the needs and desires of the ASSOCIATION with respect to enhanced services or facilities, or other investments that enhance the overall portfolio of the ASSOCIATION and the property values of the OWNERS.

2. Process.

A. The assessment amount for the following year will be included in the budget process for the following year. Once all budgetary requirements are determined, the subject of the assessment amount will be considered.

B. Assessments will not be “automatically” adjusted based on a particular criterion, e.g., the 5% limitation established by the DECLARATION or an inflation rate, but will be determined only after careful deliberation of all relevant factors.

C. After consideration of all relevant factors, the BOARD will determine the appropriate assessment amount at a regularly scheduled BOARD meeting subject to the limitations in the DECLARATION, i.e., the 5% limit on assessment increases without approval of the MEMBERSHIP. The decision of the BOARD will be recorded as a General Resolution in the Book of Minutes and will provide a summary of the key considerations of the BOARD for the amount established.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 7

Delegations of Authority to Expend Funds

WHEREAS Article VII, Paragraph 7.1(c) of the BYLAWS empowers the BOARD to take all actions on behalf of the ASSOCIATION, other than those reserved to the MEMBERS; and

WHEREAS the BOARD has determined certain delegations of authorities to expend funds is appropriate for the efficient functioning of the ASSOCIATION;

NOW THEREFORE BE IT RESOLVED THAT the following delegation of authorities are in effect:

1. The TREASURER. The TREASURER is authorized to expend all funds from ASSOCIATION accounts for all obligations of the ASSOCIATION approved by the BOARD, to include payments to service providers, vendors and suppliers with whom the BOARD has entered into a contract, service agreement, or purchased goods or services, provided the payments are consistent with the amounts budgeted or approved for such purposes. Any expenditures exceeding 10% of the amount budgeted, contracted, or agreed to must be approved by the BOARD.
2. Agents. Agents engaged by the ASSOCIATION, specifically Management Companies, are authorized to pay obligations of the ASSOCIATION from funds drawn from ASSOCIATION accounts with the approval of the TREASURER. The TREASURER may authorize such agents to allow funds to be drawn via electronic drafts or funds transfers for recurring payments. This authority must be re-established upon the approval of a new annual budget.
3. COMMITTEE CHAIRS. COMMITTEE CHAIRS are authorized to approve expenditures up to 80% of the amounts approved in the annual budget, with the further stipulation that no more than 25% of the annual budget be expended in any single month. Once a COMMITTEE has expended 80% of their approved annual budget, or seeks an expenditure of over 25% of their annual budget in a particular month, such actions require action by the BOARD. The BOARD may make adjustments to the approved budget for the COMMITTEE such that the expenditures remain within these limits, adjust the delegated authority of the CHAIR to expend funds beyond these limits, or individually approve all additional expenditures. The TREASURER is authorized to approve expenditures on behalf of a CHAIR, but is limited to the authorities delegated to the particular CHAIR by the BOARD.
4. The PRESIDENT. The PRESIDENT of the ASSOCIATION, in situations of extenuating circumstances, e.g., to effect emergency repairs to ASSOCIATION facilities or other situations where urgency is paramount to protect the ASSOCIATION with respect to life, safety or health, to avoid greater liabilities, to prevent further damage to ASSOCIATION assets, or to sustain ASSOCIATION services, is authorized to agree to, commit, or expend the resources necessary to address the emergency situation. Any such actions of the PRESIDENT will be reviewed and ratified by the BOARD at the earliest opportunity. In the

event the PRESIDENT is not available to address such situations and the VICE PRESIDENT is acting in the PRESIDENT'S capacity, these authorities apply to the actions of the VICE PRESIDENT.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC.  
(the ASSOCIATION)

Administrative Resolution No. 8

Funds Requests

WHEREAS Article VII, Paragraph 7.1(c) of the BYLAWS empowers the BOARD to take all actions on behalf of the ASSOCIATION, other than those reserved to the MEMBERS; and

WHEREAS Article VIII, Paragraph 8.8(d) of the BYLAWS instructs the TREASURER to sign all checks and promissory notes of the ASSOCIATION;

WHEREAS the BOARD has determined an established procedure for requesting and dispensing funds from ASSOCIATION assets and accounts is necessary for proper management of ASSOCIATION funds;

NOW THEREFORE BE IT RESOLVED THAT the following procedures will be followed for requesting and dispensing ASSOCIATION funds:

1. Responsibilities.

A. The BOARD is responsible for determining how ASSOCIATION funds are to be allocated and expended. The BOARD may establish procedures authorizing ASSOCIATION OFFICERS to expend funds subject to the parameters established by the BOARD.

B. The TREASURER is responsible to the ASSOCIATION and the BOARD for ensuring ASSOCIATION funds are expended in accordance with all applicable laws, the ARTICLES OF INCORPORATION, the DECLARATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), and the BYLAWS, which collectively hereafter shall be referred to as the PROJECT DOCUMENTS, the BOOK OF RESOLUTIONS, and in accordance with sound business practices. As such, the TREASURER is primarily responsible for ensuring the processes established herein are followed.

2. Process.

A. Any MEMBER seeking ASSOCIATION funds to support the activities and benefit of the ASSOCIATION may request such funds through the appropriate COMMITTEE with oversight over the activity in question, or directly to the TREASURER using a form similar to form at Exhibit A. This form may be submitted in hard copy or electronically. The request does not need to use the exact form at Exhibit A, but must include all the pertinent information as shown in the form to allow the BOARD to properly consider the request. The TREASURER may alter the form at Exhibit A as needed without BOARD action.

B. All funds requested, whether in advance or as a reimbursement, require approval by the BOARD unless the BOARD has delegated spending authority to an ASSOCIATION OFFICER, in which case, the request must be approved by the OFFICER with such delegated

authority. The TREASURER is authorized to approve requests that have been delegated to any other OFFICER on that OFFICER'S behalf, but may not approve requests that are not within the authorities delegated to such OFFICERS.

C. Once a request has been approved by the BOARD or the appropriate OFFICER, the TREASURER will take action to see that such funds are provided to the requesting MEMBER, either through arrangement with agents, i.e., the management company, that assists the TREASURER in the management of funds and accounts, or by providing the MEMBER with a check drawn on the ASSOCIATION'S account, or in cash. In all cases, the TREASURER will properly document the funds provided and the appropriate category in the General Ledger for which the funds will be or have been used.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

EXHIBIT A



WOODLAND OAKS HOMEOWNERS ASSOCIATION  
FUNDS REQUEST

**PART 1 – TO BE COMPLETED BY REQUESTER**

Date of Request: \_\_\_\_\_

Requester's Name: \_\_\_\_\_

Address: \_\_\_\_\_

This request is for an advance / reimbursement

Requested Amount: \$ \_\_\_\_\_

Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Receipts attached: Yes / No

Expense is within the Board approved budget and does not exceed the one-time expense threshold:

Yes – signature of Committee Chair / Treasurer: \_\_\_\_\_

No – expense approved by Board action on (date): \_\_\_\_\_

Requestor Signature: \_\_\_\_\_

**PART 2 – REQUEST PROCESSING**

Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_  
Association President, Vice President, or Treasurer

Payment Record: Date: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Sent to Management Company for Payment: \_\_\_\_\_

GL Account: \_\_\_\_\_

HORSESHOE OAKS (dba WOODLAND OAKS) HOMEOWNERS ASSOCIATION, INC. (the ASSOCIATION)

Administrative Resolution No. 9

Common Area Rules and Regulations

WHEREAS, Article VII, Section 7.1 of the BYLAWS directs the BOARD to exercise all powers, duties and authority vested in or delegated in the ASSOCIATION and not reserved to the membership by other provisions of the ARTICLES OF INCORPORATION, or the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the DECLARATION), or the BYLAWS (which collectively shall be referred to as the PROJECT DOCUMENTS); and

WHEREAS, Article IV, Paragraph 1 of the DECLARATION grants OWNERS the right to the enjoyment of the Common Area; and

WHEREAS, Article IV, Paragraph 1.A. of the DECLARATION authorized the ASSOCIATION to “charge reasonable admission fees for the use of any recreation facility situated upon the Common Area;” and

WHEREAS, Article VII, Section 7.1(a) of the BYLAWS authorizes the BOARD to “adopt and publish rules and regulations governing the use of the common area, if any, facilities, and the personal conduct of the members and their guests thereon;” and

WHEREAS, the BOARD deems it necessary to establish rules and regulations regarding the use of the Association Facilities in the Common Area;

NOW THEREFORE, BE IT RESOLVED THAT the following rules are in effect for all RESIDENTS and GUESTS in the Common Area:

1. General Rules. Article II of the DECLARATION provides the general guidelines to be followed by all RESIDENTS.

2. Pool Rules and Regulations are at Exhibit A.

3. Clubhouse Use Agreement and Policies.

A. RESIDENTS requesting use of the Clubhouse at no cost. The rules, regulations, and agreement for RESIDENTS wishing to use the Clubhouse at no cost to support activities for the benefit of the Association is at Exhibit B.

B. RESIDENTS requesting to reserve use of the Clubhouse for personal events. The rules, regulations and agreement for RESIDENTS wishing to schedule exclusive use of the Clubhouse per the established fee schedule is at Exhibit C.

4. Tennis/Basketball Court Rules and Regulations are at Exhibit D.

5. Playground Area Rules and Regulations are at Exhibit E.

APPROVED: October 10, 2017

ATTEST: Randie A. Strom, Secretary

## EXHIBIT A



### WOODLAND OAKS HOMEOWNERS ASSOCIATION POOL AREA RULES AND REGULATIONS

The following rules and regulations are intended to provide a safe and enjoyable experience for all residents and guests using the pool facilities. All persons using the pool facilities will comply with these rules and regulations and instructions of the pool staff. Parents are responsible for their children's compliance, and registered residents are responsible for their guests' compliance with these rules and regulations. Non-compliance constitutes a violation of the Association's Project Documents and Book of Resolutions and could result in suspension of access to Association facilities and/or fines.

The pool area is defined as the entire area within the fence around the pool, which includes the pool, wading pool, deck, pool office, bathhouse, and clubhouse.

The pool staff is defined as the pool monitor, lifeguards, and any other persons employed by the pool management company fulfilling their contract responsibilities for pool operations.

1. Pool use requires completion of a registration process intended to ensure only authorized persons are granted access. The registration process typically begins in the April – May timeframe, and will be publicized in the newsletter and on the Association website. Pool registration is not an “on demand” process. There are limited opportunities to complete pool registration and residents who do not register during one of these events must make arrangements with the Facilities Committee which will likely result in a delay in being granted pool access. Residents must provide the required documentation at registration to demonstrate they are authorized pool patrons per the following guidelines:

a. Property owners will show photo identification to identify them as the property owner on file, accompanied with proof of residency, e.g., a recent City of Schertz Water/Sewer/Refuse bill. For authorized family members, i.e., spouses and/or children whose names do not appear on the property ownership record, evidence of their relationship to the owner must be provided, e.g., marriage or birth certificates. Property owners who are not in good standing due to non-payment of any part of an assessments, or suspended from access to Association facilities due to violations of the Association's Project Documents or Book of Resolutions, will not be allowed to register for pool use until such issues have been resolved.

b. Non-owners, i.e., tenants, must present a current lease agreement with the property owner that includes a clause whereby the owner relinquishes their rights of access to the Association facilities to the tenant. Only those persons identified in the lease agreement may be registered for pool use, regardless of any relationship they may have to those listed in the lease agreement, along with photo identification and a recent City of Schertz Water/Sewer/Refuse bill.

2. Persons not registered for pool use are considered guests, and must be sponsored by a registered resident. Residents are allowed up to 10 free guests per household for the season, additional guests may be admitted by payment of a \$3.00 fee for each guest collectable upon entry and sign in. Residents must accompany their guests at all times while in the pool area, and are responsible for their guest's compliance with these rules and regulations.
3. All persons entering the pool area must check in with the pool monitor upon entry. Registered residents must present a photo ID so the pool monitor can verify registration status. The pool monitor will verify the resident's registration status, collect any fees (i.e., for guests), and verify there are no other issues with respect to granting entrance to the pool. Registered residents must also advise the pool monitor if they are bringing in any alcoholic beverages, in which case they must also provide evidence they are over twenty-one (21) years of age. The pool monitor is authorized to inspect the contents of any bags, purses, coolers, or any other containers being brought into the pool area.
4. Children ten (10) years of age and under must be accompanied by a family member at least sixteen (16) years of age while in the pool area. The wading pool is provided for children five (5) years of age and under. A family member of at least (16) years of age must supervise and remain in the wading pool area with any child in the wading pool or surrounding area. Only disposable diapers specifically designed for swimming are permitted in either pool.
5. All persons using the pool facilities do so at their own risk. The pool staff is responsible for safe pool operations and conduct within the pool area and empowered to enforce the rules and regulations. All persons within the pool area will comply with the instructions of the pool staff. The pool staff may direct any person that does not comply with their instructions to leave the pool area and have their pool access suspended pending notification and decision by the Facilities Committee or Board of Directors.
6. Animals are not allowed within the pool area. Registered residents requesting a certified service animal be permitted must make this known as part of the pool registration process and provide appropriate documentation regarding the service animal certification, or contact the Facilities Committee for special consideration.
7. Admission may be refused to any person showing symptoms of an infectious or communicable disease, e.g., colds, nasal or ear discharges. The pool staff is authorized to deny entry to any person they believe presents a risk to others.
8. Glassware is not allowed in the pool area. Food may be brought into the pool area, however, no cooking is allowed within the pool area, except within the confines of the covered pavilion area and only after approval by the pool staff. No food, drinks, bottles, or chewing of gum is permitted at the pool's edge or in the pool.
9. No device attached to an electrical outlet is allowed beyond the pool monitoring station or the enclosed areas of the pool office/bathhouse without specific permission from the pool staff.

10. Consumption of alcoholic beverages by any person under the age of twenty-one (21) years is prohibited in the pool area. Any person entering the pool area with alcoholic beverages must advise the pool monitor at entry and must verify they are over 21 years of age. Illegal use of alcohol and/or possession and use of illegal substances will be reported to the Police Department.
11. No weapons, pyrotechnics, or flammable liquids of any kind, e.g., firearms, blades, explosives, fireworks, gasoline, lighter fluid, are permitted in the pool area.
12. Smoking, vaping, or other tobacco use is allowed only in designated areas.
13. All persons in the pool area must dispose of any refuse, e.g., food wrappers, bottles, cigarette butts, etc., in containers provided for such use.
14. Skates, skateboards, hover boards, bicycles and similar devices will not be allowed within the pool area.
15. Proper swimming attire must be worn by all persons entering the water. No cutoffs, diapers (other than those specifically designed for swim use), street shirts, etc. are allowed in the pool. All persons in the pool area must also observe societally accepted standards of modesty, i.e., persons may not disrobe for the purposes of sun-bathing or any other purpose, or wear attire that is inappropriately revealing, e.g., transparent.
16. Floating devices attached to swimmers are allowed in the shallow end of the pool only. Persons unable to swim are not allowed in the deep end of the pool unless they are wearing a United States Coast Guard approved life vest.
17. Running, pushing, wrestling, horseplay, dunking, spitting or spouting water, and tampering with the pool ropes and floats is prohibited.
18. Profane, abusive, intimidating language is unacceptable and can result in being directed to leave the pool area.
19. Pool ladders are essential to safety and must be kept clear when not in use.
20. Diving is not permitted from the sides of the pool outside the designated deep area.
21. Pool games are allowed at the discretion of the lifeguards.
22. Injuries must be reported to the pool staff immediately.

23. A rest period will be observed during the final ten (10) minutes of each hour, or at the direction of the pool staff. Only persons sixteen (16) years and older are permitted to swim during rest periods.

24. No pool equipment or furnishing are to be removed from the pool area.

25. Any type of audio system within the pool area must be kept at a reasonable volume at the discretion of the pool staff.

26. Loitering is not allowed in the restrooms, bathhouse, or pool office.

27. The pool area must be vacated upon pool closing or at the direction of the pool staff.

28. Pool facilities may be reserved for private use outside of normal pool hours. Registered residents wishing to reserve the pool facilities will contact the pool management company directly to make such arrangement and payments. Information on how to do this is available at the pool office or by asking the pool staff.

29. The Association, the Board of Directors, the pool management company, and the pool staff will not be held responsible for loss or damage of any personal property of any kind.

Any disagreements with the direction or decisions of the pool management company or the pool staff may be appealed to the Facilities Committee or the Board of Directors.

EXHIBIT B



WOODLAND OAKS HOMEOWNERS ASSOCIATION  
CLUBHOUSE USAGE REQUEST AND AGREEMENT  
FOR GROUPS OR CLUBS  
1056 Woodland Oaks Drive  
Schertz, TX 78154

The Woodland Oaks Homeowners Association's Board of Directors (the Board) may authorize groups/clubs the use of the Association's Clubhouse facility located at the address above (the Clubhouse) at no cost based on the benefit the group/club provides to the Association. The request must be made by a Resident of the Association, defined as either a Homeowner Member of the Association in good standing, or a tenant with a relinquishment agreement with the Homeowner Member in good standing of the property in which they reside.

\_\_\_\_\_  
(Printed name and address of Sponsoring Resident)

Requests on behalf of \_\_\_\_\_  
(Group/Club name)

use of the Clubhouse at no cost on \_\_\_\_\_  
(Requested date(s) or day(s) and times)

Justification for use of the Clubhouse at no cost, i.e., how the group/club's activities benefit the Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Activities Committee Recommendation: Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Approve with the following conditions: \_\_\_\_\_  
\_\_\_\_\_

Board action: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Approved with conditions specified above \_\_\_\_\_

Approved with the following additional conditions: \_\_\_\_\_  
\_\_\_\_\_

Date of Board Action: \_\_\_\_\_

Signed (Association President) \_\_\_\_\_

AGREEMENT:

The (Group/Club name) \_\_\_\_\_ is granted use of the Clubhouse for the date(s)/day(s) and times listed above free of charge. Should another party request use of the Clubhouse at the established rental rate, this will supersede the group/club’s right to use of the facility for the date and time of the rental. The group/club is granted first right of rental, i.e., if the group/club wishes to pay the established rental rate, they will be given priority over other interested parties. The Board reserves the right to revoke this authorization at any time, either for a specific date and time, or in perpetuity. This agreement must be reviewed and reapproved on an annual basis.

Sponsoring Resident accepts responsibility for compliance by all individuals participating in the group/club activities at the Clubhouse with the following Clubhouse use policies:

- The use of the room must be scheduled with the designated Board/Committee Representative.
- The maximum occupancy of the Clubhouse is 28, or the maximum occupancy as shown by the sign in the Clubhouse, whichever is less.
- Only residents in good standing may participate in the group/club activities. It is the responsibility of the Sponsoring Resident to ensure all attendees are in good standing.
- No tobacco or e-cigarette use is permitted in the facility.
- During hours the pool is open, access will be granted to the restrooms only. The door from the Clubhouse to the pool area must remain closed and an adult must accompany children into the restrooms to prevent entries into the pool area from the room.
- The facility will be cleaned, i.e. floor swept and trash removed, and all furniture placed back into its original configuration, i.e. table in a “U” shape, chairs around tables and excess chairs along the walls. If the facility is not properly cleaned or configured, future use of the facility may be revoked and any expense incurred to clean and configure the facility will be charged to the resident’s account. (Cleaning supplies are located in the cabinet in the clubroom.)
- No furniture or equipment will leave the room without approval of the designated Board or Committee member.
- Any damage or equipment malfunction will be reported to the designated Board or Committee member immediately.
- Lights and heating/air-conditioning will be turned off after use.
- The Clubhouse key will be returned to the designated Board/Committee Member within 30 minutes after conclusion of the meeting.

**Indemnity:** *Sponsoring resident and all Individuals participating in group/club activities at the Clubhouse agree to release Association, officers, directors, and employees from all damages, liability, and every kind of incident, whether to person or property, arising from the resident/group/club’s use of the facility; and to hold the Association, officers, directors, and employees harmless from any damage, claim, lawsuit or judgment sustained by the sponsoring resident or any of the individuals participating in group/club activities at the Clubhouse.*

Sponsoring Resident  
Name (Printed) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Designated Board/Committee  
Representative Name (Printed) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**For Admin Use Only**

Designated Board/Committee Member: \_\_\_\_\_

Date/Times of use: \_\_\_\_\_ / \_\_\_\_\_

Group/Club Representative: \_\_\_\_\_ / \_\_\_\_\_  
*(Print)* *(Signature)*

Address: \_\_\_\_\_

Sponsoring Resident in good standing with HOA? Yes \_\_\_\_\_ No \_\_\_\_\_

Date/Time Key Checked out: \_\_\_\_\_ / \_\_\_\_\_

Date/Time Key Checked in: \_\_\_\_\_ / \_\_\_\_\_

EXHIBIT C



WOODLAND OAKS HOMEOWNERS ASSOCIATION

1056 Woodland Oaks Drive ♦ Schertz, TX 78154

CLUBHOUSE RESERVATION & USE AGREEMENT

RESERVATION DATE/HOURS: \_\_\_\_\_

RESIDENT’S NAME & ADDRESS (Print): \_\_\_\_\_

Resident is reserved the exclusive use of the Clubhouse for the date and hours identified above. The rate for use of the Clubhouse is **\$30.00 for the first three (3) hours** and an additional **\$5.00 for each additional hour**. The full use fee plus a **\$75.00 refundable security deposit** is required at the time of reservation. The security deposit, or the appropriate portion thereof, will be refunded if all of the conditions enumerated below are met. The Association Representative (AR) entering into this agreement is authorized to withhold any or all of the security deposit if in their judgement the conditions were not properly met. The Resident may appeal the AR’s decision to the Board of Directors (the Board). The decision of the Board is final.

**CLUBHOUSE USE CONDITIONS:**

- Clubhouse reservation/use may only be arranged through the AR(s) appointed by the Board.
- Only Residents in good standing (i.e., having no outstanding negative balance with the Association) may reserve or use the Clubhouse. Residents not in good standing are not permitted to reserve or use the Clubhouse, even as guests.
- The total number of Clubhouse occupants may not exceed 28, or the maximum occupancy posted in the room, whichever is less.
- Nothing, e.g., furniture or equipment, is to be removed from the Clubhouse without prior coordination with the AR.
- Any damage or equipment malfunction of any kind is to be reported to the AR immediately.
- **Clubhouse reservation/use does not include pool use.** The door from the Clubhouse to the pool area must remain closed and the Resident entering into this agreement is responsible for ensuring no unauthorized persons enter the pool area.
- No tobacco or e-cigarette/vaping use is permitted in the Clubhouse.
- **The Clubhouse must be cleaned and properly configured at the conclusion of the reservation period.** The floor is to be swept, decorations removed, trash removed, furniture in the original configuration (i.e. tables in a “U” shape, chairs around tables and excess chairs along the walls), and all lights and climate control system turned off. The AR is authorized to determine whether or not this requirement has been properly met, and may withhold all or a portion of the security deposit if, in their opinion, the requirements have not been met. (Note: cleaning supplies are located in the cabinet in the Clubhouse)
- **The key to the Clubhouse must be returned to the AR within 30 minutes of the conclusion of the rental period.** Any delay in return of the key may be considered an extension of the rental period which may result in additional fees according to the rates enumerated above.

RESIDENT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

ASSOCIATION REPRESENTATIVE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

FUNDS RECEIVED: \$ \_\_\_\_\_

**Indemnity:** Resident agrees to release Association, officers, directors, and employees from all damages, liability, and every kind of incident, whether to person or property, arising from the Resident’s use of the Facility.

**CLUBHOUSE USE AGREEMENT TRACKING:**

RESPONSIBLE RESIDENT & ADDRESS (Print): \_\_\_\_\_

RESIDENT/MEMBER STANDING CONFIRMED: \_\_\_\_\_

RENTAL DATE: \_\_\_\_\_ HOURS: \_\_\_\_\_

ASSOCIATION REPRESENTATIVE (Print): \_\_\_\_\_

AMOUNT RECEIVED: \$ \_\_\_\_\_ CHECK NO(S). \_\_\_\_\_ CASH: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

KEY CHECKED OUT (Date/Time): \_\_\_\_\_ / \_\_\_\_\_

IN: (Date/Time): \_\_\_\_\_ / \_\_\_\_\_

DEPOSIT AMOUNT REFUNDED: \_\_\_\_\_ DATE: \_\_\_\_\_

RESIDENT ACKNOWLEDGEMENT OF DEPOSIT REFUND (Signature): \_\_\_\_\_

## EXHIBIT D



### WOODLAND OAKS HOMEOWNERS ASSOCIATION TENNIS/BASKETBALL COURT RULES AND REGULATIONS

These rules and regulations are intended to provide a safe and enjoyable experience for all residents and guests using the tennis/basketball court facilities, and all persons using these facilities must comply with these rules and regulations. Parents are responsible for their children's compliance, and residents are responsible for their guests' compliance. Non-compliance constitutes a violation of the Associations Project Documents and Book of Resolutions and could result in suspension of access to Association facilities and/or fines.

The tennis/basketball court area (the court area) is defined as the entire area within the fence around the tennis/basketball courts.

1. Only Residents in good standing and their guests may use the tennis/basketball courts. Guests must be accompanied by their sponsoring Resident while in the court area.
2. All persons entering the court area do so at their own risk.
3. All persons entering the court area must be wearing tennis or other "soft" soled shoes. Hard soled "street" shoes are not allowed on the courts.
4. If players are waiting for a court, the current players may finish their second set or continue play for thirty (30) minutes, whichever is shorter before relinquishing the court.
5. Persons using the courts will not tamper with the nets or goals, throw racquets, scale the fences, or take any other action that could result in damage to the facilities.
6. Metal rimmed racquets must have bumper guards.
7. Only beverages in unbreakable containers are allowed on the courts.
8. Skates, skateboards, hover boards, bicycles and similar devices will not be allowed within the court area.
9. Persons using the courts are expected to observe proper etiquette with respect to the use of the courts and refraining from profane, abusive, or intimidating language.
10. No weapons, pyrotechnics, or flammable liquids of any kind, e.g., firearms, blades, explosives, fireworks, gasoline, lighter fluid, are permitted in the pool area.
11. All refuse in the court area must be removed prior to leaving.
12. Any type of audio system within the court area must be kept at a reasonable volume.

## EXHIBIT E



### WOODLAND OAKS HOMEOWNERS ASSOCIATION PLAYGROUND RULES AND REGULATIONS

These rules and regulations are intended to provide a safe and enjoyable experience for all residents and guests using the playground area, and all persons using these facilities must comply with these rules and regulations. Parents are responsible for their children's compliance, and residents are responsible for their guests' compliance. Non-compliance constitutes a violation of the Associations Project Documents and Book of Resolutions and could result in suspension of access to Association facilities and/or fines.

The playground area includes the play scape structure, the swing set, and associated picnic tables and benches.

1. Only Residents in good standing and their guests are authorized to use the playground area. Guests must be accompanied by their sponsoring Resident while in the court area.
2. All persons using the playground area and equipment do so at their own risk.
3. Parents/guardians must supervise, i.e., be present and able to immediately intervene, when their children are using any of the equipment in the playground area.
4. All refuse in the playground area must be removed prior to leaving.
5. All persons in the playground area are expected to refrain from profane, abusive, or intimidating language.
6. Any type of audio system within the playground area must be kept at a reasonable volume.