

STATE OF TEXAS   §  
                          §  
COUNTY OF HAYS   §

**AUTHENTICATION OF PROPERTY OWNERS ASSOCIATION DOCUMENTS FOR THE  
PURPOSE OF RECORDING SAME AS REQUIRED BY LAW**

The undersigned, Michael R. Tibbets, is the duly elected President of the Board of Directors of Lost Springs Ranch Property Owners Association, Inc. (“LSR POA”), a Texas non-profit corporation. Pursuant to Sections 209.005, 209.0062 and other sections of the Texas Property Code that are scheduled to take effect on January 1, 2012 LSR POA is required to record certain documents, policies and guidelines in the Real Property Records of this County. Accordingly, I hereby state that, to the best of my knowledge and belief:

1. The document attached hereto as Exhibit A is a true and correct copy of the Bylaws of LSR POA.

2. The document attached hereto as Exhibit B is a true and correct copy of the Rules enacted and adopted by the Board of Directors of LSR POA effective May 27, 2009.

3. The document attached hereto as Exhibit C is a true and correct copy of the Rules adopted by the Board of Directors of LSR POA with respect to the operation and use of the LSR POA swimming pool.

4. The document attached hereto as Exhibit D is a true and correct copy of the Record Retention Policy and Guidelines for Inspection of Association Records adopted by the Board of Directors of LSR POA effective January 1, 2012.

5. The document attached hereto as Exhibit E is a true and correct copy of the Payment Guidelines for Delinquent Dues and Assessments adopted by the Board of Directors of LSR POA effective January 1, 2012.

SIGNED this 12<sup>th</sup> day of December, 2011.

Michael R. Tibbets  
Michael R. Tibbets, President  
Lost Springs Ranch Property Owners  
Association Board of Directors

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

Before me, the undersigned authority, on this 12<sup>th</sup> day of December, 2011 personally appeared Michael R. Tibbets, in his capacity as President of the Board of Directors of Lost Springs Ranch Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that all of the facts stated in the foregoing instrument are true and correct to the best of his knowledge and that he executed the same for the purposes and consideration and in the capacity therein expressed.



Sharon Halstead  
Notary Public in and for  
The State of Texas

**After Recording Return To:**

Michael R. Tibbets  
1177 West Loop South, Ste. 1700  
Houston, TX 77027

**BYLAWS  
OF  
THE LOST SPRINGS RANCH  
PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is The Lost Springs Ranch Property Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located in Wimberley, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Hays, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

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

**Section 2.1. Articles.** "Articles" shall mean the Articles of Incorporation of The Lost Springs Ranch Property Owners Association, Inc., filed in the office of the Secretary of State of the State of Texas, as may be amended from time to time.

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

**Section 2.3. Association.** "Association" shall mean and refer to The Lost Springs Ranch Property Owners Association, Inc.

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

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

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

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

**Section 2.8. Declaration.** “Declaration” shall mean the “DECLARATION OF COVENANTS AND RESTRICTIONS FOR LOST SPRINGS RANCH” recorded as document #405202 in the official records of Hays County, Texas, as may be amended from time to time.

**Section 2.9. Lot.** “Lot” or “Lots” shall mean any parcel or parcels of land platted within the Property, together with all improvements located thereon.

**Section 2.10. Member.** “Member” or “Members” shall mean any person(s), entity or entities holding membership privileges in the Association as provided for in the Declaration.

**Section 2.11. Mortgage.** “Mortgage” or “Mortgages” shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

**Section 2.12. Mortgagee.** “Mortgagee” or “Mortgagees” shall mean the holder or holders of any lien or liens upon any portion of the Property.

**Section 2.13. Owner.** “Owner” or “Owners” shall mean the person(s), entity or entities holding a fee simple interest in any Lot, but shall not include the Mortgagee of a Mortgage.

**Section 2.14. Property.** “Property” shall mean and refer to that tract of land platted and described as Lost Springs Ranch, Hays County, Texas, more fully described in the Declaration.

### ARTICLE III PURPOSE AND POWERS OF THE ASSOCIATION

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Non-Profit Corporation Act, and does not contemplate pecuniary gain or profit to its members. The Association is formed for the sole purpose of exercising all of the powers and privileges, and performing all of the duties and obligations, of the Association as set forth in that certain “Declaration of Covenants and Restrictions For Lost Springs Ranch” which is recorded in the official records of Hays County, Texas, as may be amended from time to time (the “Declaration”). Without limiting the generalities of the foregoing, the Association is organized for the following purposes:

(a) to assure the upkeep, maintenance, improvement and administration of the common areas and facilities of the Association, if any, and all lands, improvements,

security devices, and other real or personal property owned by or leased to the Association, including all pathways located within the "Property" (as such term is defined in the Declaration).

(b) to assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by or placed under the control of the Association pursuant to the Declaration, as amended from time to time;

(c) to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Property in accordance with the Bylaws and the Declaration, as amended from time to time;

(d) to promote the health, safety and welfare of the residents of the Property in accordance with the Declaration, as amended from time to time;

(e) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Declaration, as amended from time to time;

(f) to enforce applicable provisions of the Declaration, as amended from time to time, the Bylaws, the Association Rules, and any other instruments for the management and control of the Property including, without limitation, the power;

(i) to fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments imposed pursuant to the terms of the Declaration, as amended from time to time;

(ii) to contract for and pay for water, sewer, garbage removal, landscaping, gardening, and all other utilities or services to, and all maintenance of, the Association Property;

(iii) to employ personnel reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association arising under the Declaration, as amended from time to time, including the employment of accountants and/or attorneys, if appropriate; and

(iv) to pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility assessments which are or would become a lien on any portion of the Property over which the Association has authority to exercise control;

(g) to have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the Texas Non-Profit Corporation Act including, without limitation, the power;

(i) to acquire additional real or personal property and to add to the Property pursuant to the Declaration, as amended from time to time;

(ii) to acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, with the assent of two-thirds (2/3) of the eligible votes present at a meeting duly called for such purpose;

(iii) to indemnify officers and directors to the fullest extent permitted by applicable law as more particularly described in the Bylaws;

(iv) to borrow money, and, with the assent of two-thirds (2/3) of the eligible votes present at a meeting duly called for such purpose, mortgage, pledge, or assign any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the terms and conditions of the Declaration, as amended from time to time.

(v) to act in the capacity of principal, agent, joint venturer, partner, or otherwise.

The foregoing clauses shall not be limited or restricted by reference to or inference from the terms and provisions of any other such clause, but shall be broadly construed as independent purposes and powers.

#### ARTICLE IV MEMBERSHIP

Members shall include the owners of each Lot within the Property. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

#### ARTICLE V MEETING OF MEMBERS

**Section 5.1. Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year of the first meeting of the Board of Directors. Thereafter, the annual meeting of the Members shall be held at such time as the Board may determine.

**Section 5.2. Special Meetings.** Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of twenty-five percent (25%) or more of the Members who are entitled to vote.

**Section 5.3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) and no more than sixty (60) days prior to such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 5.4. Quorum.** The presence at the meeting of twenty-five percent (25%) of the Members who are entitled to vote, or of proxies of Members who are entitled to vote, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

**Section 5.5. Proxies.** At all meetings of Members, voting may be in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 5.6. Voting Rights.** The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted upon by the Members, shall be in accordance with Article III, Section 3.2 of the Declaration.

**Section 5.7. Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of a statute of the State of Texas, the Articles or these Bylaws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members leaving less than a quorum.

## ARTICLE VI ACTION WITHOUT MEETING

Any action required by law to be taken at any annual or special meeting of the Members of the Association, or any action that may be taken at any annual or special meeting of the Members of the Association, may be taken without a meeting, without

prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the number of Members of the Association having the total of votes necessary to enact the action taken, as determined under the Declaration or these Bylaws.

## ARTICLE VII BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

**Section 7.1. Number.** The affairs of the Association shall be managed by a Board of three (3) Directors until the first annual or subsequent meeting, at which time the number of members of the Board of Directors may be changed by resolution of the Directors; provided, however, the minimum number of Directors shall be three (3).

**Section 7.2. Term of Office.** At the first annual meeting the Members shall elect one (1) Director for a term of three (3) years, one (1) Director for a term of two (2) years, and one (1) Director for a term of one (1) year. At each annual meeting thereafter the Members shall elect the Directors for a term of three (3) years to fill each expiring term.

**Section 7.3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to cast votes pursuant to Section 5.6 of these Bylaws. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Members.

**Section 7.4. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 7.5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

**Section 8.1 Nomination.** Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

**Section 8.2. Election.** Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## SECTION IX MEETINGS OF DIRECTORS

**Section 9.1. Regular Meetings.** Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 9.2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 9.3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of directors.

## ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a Director of the Association existing at the time of the repeal or modification.

## ARTICLE XI POWERS AND DUTIES OF THE BOARD

**Section 11.1. Powers.** The Board shall have power to undertake any of the following actions to the extent and only to the extent that such actions are undertaken in furtherance of the sole purposes of the Association as set forth in the Articles and the Declaration;

(a) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the

Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association or, after notice and hearing, for any period during which an infraction of the Association Rules exists;

(c) exercise for the Association all powers, duties and authority vested in or related to this Association and not reserved to the membership by other provisions of the Association Restrictions;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(e) employ such employees as they deem necessary and to prescribe their duties;

(f) as more fully provided in the Declaration, to;

(i) fix the amount of the Assessments against each Lot in advance of each annual assessment period and any other assessments provided by the Declaration;

(ii) foreclose the lien against any property for which Assessments are not paid, or to bring an action at law against the Owner personally obligated to pay the same;

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

(h) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(i) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(j) appoint the members of the Architectural Committee as provided in the Declaration;

(k) exercise such other and further powers as provided in the Declaration.

**Section 11.2. Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members,

or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the eligible voting membership ; and

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

## ARTICLE XII OFFICERS AND THEIR DUTIES

**Section 12.1. Enumeration of Offices.** The officers of this Association shall be a President and one Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 12.2. Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

**Section 12.3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be remove, or otherwise disqualified to serve.

**Section 12.4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 12.5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 12.6. Vacancies.** A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 12.7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 12.4.

**Section 12.8. Duties.** The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall

sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that could be audited by a public accountant whenever ordered by the board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

### **ARTICLE XIII OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

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

### **ARTICLE XIV BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

### **ARTICLE XV ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration. If any Assessment is not paid before becoming delinquent, the Owner responsible for the payment thereof shall be required by the Board to pay interest at a rate of one and one-half percent (1 1/2%) per month on such Assessment from the due date thereof, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots owned by such Owner, and all costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Association Property or abandonment of his Lot or Lots.

#### **ARTICLE XVI CORPORATE SEAL**

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

#### **ARTICLE XVII AMENDMENTS**

**Section 17.1.** These Bylaws may be amended, at a regular or special meeting of the Members, by a majority vote of a quorum of all the eligible voting Members of the Association.

**Section 17.2.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **ARTICLE XVIII INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 18.1. Definitions.** In this Article:

(a) "Indemnitee" means (i) any present or former Director or Officer of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (I) hereof, served at the Association's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any

Committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) thereof.

(b) "Official Capacity" means (i) when used with respect to a Director, the office of Director of the Association, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such action, suit or proceeding.

**Section 18.2. Indemnification.** The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named a defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 18.1(a), if it is determined in accordance with Section 18.4 that the Indemnitee (i) conducted himself in good faith, (ii) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Association's best interests and, in all other cases, that his conduct was at least not opposed to the Association's best interests, and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; *provided, however,* that in the event that an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Association. Except as provided in the immediately preceding proviso to the first sentence of this Section 18.2, no indemnification shall be made under this Section 18.2 in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgement, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 18.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all

appeals therefrom. Reasonable expenses shall include, without limitations, all court costs and all fees and disbursements of attorneys for the Indemnatee.

**Section 18.3. Successful Defense.** Without limitation of Section 18.2 and in addition to the indemnification provided for in Section 18.2. the Association shall indemnify every Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 18.1(a), if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

**Section 18.4. Determinations.** Any indemnification under Section 18.2 (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (ii) if such a quorum cannot be obtained, then by a majority vote of all directors (in which designation directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) by special legal counsel selected by the Board or a committee therefor by vote as set forth in clauses (i) or (ii) of this Section 18.4 or, if the requisite quorum of all of the directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the directors (in which directors who are named defendants or respondents in the Proceeding may participate); or (iv) by the Members in a vote that excludes the directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 18.4 that the Indemnatee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

**Section 18.5. Advancement of Expenses.** Reasonable expenses (including court costs and attorney's fees) incurred by an Indemnatee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 18.4, after receipt by the Association of (i) a written affirmation by such Indemnatee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Association under this Article XVIII and (ii) a written undertaking by or on behalf of such Indemnatee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XVIII. Such written undertaking shall be an unlimited obligation of the Indemnatee but need not be secured and it may be accepted without

reference to financial ability to make repayment. Notwithstanding any other provision of this Article XVIII, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

**Section 18.6. Employee Benefit Plan.** For purposes of this Article XVIII, the Association shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Association also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Association.

**Section 18.7. Other Indemnification and Insurance.** The indemnification provided by this Article XVIII shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Articles, any law, agreement or vote of Members or disinterested directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 18.8. Notice.** Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

**Section 18.9. Construction.** The indemnification provided by this Article XVIII shall be subject to all valid and applicable laws, including without limitation Article 2.02-1 of the Texas Business Association Act, and, in the event this Article XVIII or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article XVIII shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

**Section 18.10. Continuing Offer, Reliance, etc.** The provisions of this Article XVIII (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing

offer to all present and future Indemnites. The Association by its adoption of these Bylaws , (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this Article XVIII in becoming, and serving in any of the capacities referred to in Section 18.1(a) hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnites, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article XVIII in accordance with their terms by any act or failure to act on the part of the Association.

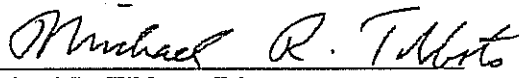
**Section 18.11. Effects of Amendment.** No amendment, modification or repeal of this Article XVIII or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnites to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnites, under and in accordance with the provisions of this Article XVIII as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**ARTICLE XIX  
MISCELLANEOUS**

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

Dated and adopted effective as of the 1<sup>st</sup> day of September, 1999. Ratified and continued by unanimous vote of the Board of Directors, Lost Springs Property Owners Association, effective September 1, 2005.

\_\_\_\_\_  
Don H. Still, Director

  
\_\_\_\_\_  
Michael R. Tibbets, Director

\_\_\_\_\_  
John Kimbrew, Director

\_\_\_\_\_  
Steve Young, Director

\_\_\_\_\_  
Susan Evans, Director

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF  
LOST SPRINGS PROPERTY OWNERS ASSOCIATION, INC.**

Article 1396-9.10 of the Texas Non-Profit Corporation Act provides that unless otherwise restricted by the Articles of Incorporation or Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without such a meeting if a consent, in writing, setting forth the action so taken is signed by all members of the Board of Directors. Accordingly, pursuant to such statutory authority, the undersigned, being all of the members of the Board of Directors of Lost Springs Property Owners Association, Inc. a Texas non-profit corporation, (hereinafter referred to as the "Association"), do hereby consent to the adoption of the following Resolution by consent of all Members of the Board of Directors as of the effective date of this unanimous consent.

**RESOLUTION**

WHEREAS, Lost Springs Ranch is a subdivision located in Hays County, Texas and platted according to the plat thereof recorded in Book 7, Page 211 and Book 7, Page 283 of the Plat Records of Hays County, Texas (the "Addition"); and

WHEREAS, Section 1.4(j) of the Declaration of Covenants and Restrictions (herein called the "Restrictions") applicable to all lots in Lost Springs Ranch states, in pertinent part:

"No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance in the neighborhood. Nothing in this sub-paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities, so long as such activities are in compliance with all governmental and zoning requirements and does not interfere with adjoining homeowners' use and enjoyment of their residences and yards."

and

WHEREAS, Paragraph 11.1 of the Bylaws of Lost Springs Property Owners Association, Inc. gives the Board of Directors of the Association the right to make rules that are in furtherance of the purposes of the Association as set forth in the Restrictions including the power ...

"(a) ...(to) adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;"

and

WHEREAS, the Board recognizes that the adoption of such Rules in furtherance of the provisions of the Declaration is consistent with the Board's responsibilities and in the best interests of all property owners within the subdivision;

and

WHEREAS, the Board finds that an immediate need exists for the adoption of rules and penalties to enforce the Restrictions and protect each owner's quiet use and enjoyment of his or her property as guaranteed by the Restrictions:

**THE FOLLOWING RULES ARE HEREBY ADOPTED TO BE EFFECTIVE IMMEDIATELY:**

1. Quiet hours in the Addition begin at 7:00 p.m. during the months of October through April and 8:00 p. m. during the months of May through September. Quiet hours end at 7:00 a.m. on weekdays and 9:00 a.m. on weekends and holidays.
2. The riding or operation of dirt bikes anywhere within the Addition is expressly prohibited at all times.

Quiet hours shall apply to (a) all construction within the Addition, (b) the operation of chain saws, power blowers and other equipment that typically emits noise audible from properties adjacent to the affected property, and (c) the operation of all non-prohibited motorized vehicles that typically emit noise audible from properties adjacent to the affected property, including vehicles powered by gasoline, diesel, or batteries. All reasonable efforts should be made to muffle such vehicles. Owners who give parties are asked to be respectful of their neighbors after 10:00 p.m.

Penalties for infractions will be as follows: first violation – written warning from the Board of Directors. Second violation – owner will be fined \$100. Each subsequent violation will result in additional fines in an amount to be determined by the Board. These penalties are in addition to all other powers granted to the Board and the Association to enforce the Restrictions.

The President of the Association is hereby directed to give notice of the adoption of these Rules to all owners of property in the Addition.

ADOPTED this 27th day of May, 2009, by unanimous vote of the Directors of Lost Springs Ranch Property Owners Association, Inc.



Michael R. Tibbets, President

## Lost Springs Swimming Pool Rules

Hours — 6 a.m. to 10 p.m.

Pool/Pavilion use is restricted to Lost Sprigs Ranch property owner and their guests.

Guests must be accompanied by property owner at all times.

Members 13- to 18-years-old are limited to 2 guests at all times.

Children under 13-years-old must be accompanied by an adult or legal guardian who is 18-years-old or older.

### **No:**

- Eating or drinking in pool
- Smoking within fenced area
- Glass containers within fenced area
- Pets within fenced area, nor within 20 feet of fenced area, even on leash
- Running or rough play
- Rollerblades, skateboards, bikes, etc.
- Foul language
- Trash must be disposed of in proper containers.
- All radios, etc. to be maintained at a volume not offensive to others.

Appropriate swimwear only — no cutoffs.

Any person having an infectious or communicable disease is prohibited from using the pool.

Non-potty-trained children must wear plastic watertight pants when using the pool.

Any property owner or guest is subject to removal from the property if found violating any pool rules. Report improper conduct or rule violation to any board member.

Association not responsible for lost, stolen or damaged personal property.

On Tuesdays and Thursdays, pool can be reserved for exclusive use for a 3-hour period. The fee is \$35. Contact Susan at 512-847-0188 for a reservation.

No climbing on waterfalls or fence.

No lifeguard on duty. Swim at your own risk. No diving.

For safety, no one should swim alone.

For the safety of all property owners and guests, please refrain from bringing glass containers into the pool/pavilion area per the posted pool rules and state regulations. We risk being fined and/or having further action taken by the state if an injury occurs or if glass is found within the fenced area during an inspection.

---

# LOST SPRINGS RANCH PROPERTY OWNERS ASSOCIATION

Pursuant to Section 209.005 of the Texas Property Code, the Board of Directors of Lost Springs Ranch Property Owners Association, Inc., a Texas non-profit corporation (referred to herein as the "Association"), have adopted the following guidelines for document retention and the inspection of Association records:

## RECORD RETENTION POLICY

1. Certificates of Formation, Bylaws, Restrictive Covenants and all amendments to the Certificates of Formation, Bylaws and Covenants shall be retained permanently.
2. Financial books and records shall be retained for seven (7) years.
3. Account records of current owners shall be retained for five (5) years.
4. Contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term.
5. Minutes of meetings of the Owners and the Board shall be retained for seven (7) years.
6. Tax returns and audit records shall be retained for seven (7) years.

## GUIDELINES FOR INSPECTION OF ASSOCIATION RECORDS

1. An Owner who desires to examine the records of the Association must submit a written request for access or information by certified mail signed by the Owner or his authorized representative with sufficient detail describing the books and records being requested to the Association at the following address:

P. O. Box 1404  
Wimberley, Texas 78676

2. The request must contain an election to either (i) inspect the books and records before obtaining copies or (ii) have the Association forward copies of the requested books and records.

3. If an inspection is requested, the Association must, on or before the tenth (10th) business day after the date the Association receives the request, send written notice of dates and times during normal business hours that the Owner may inspect the requested books and records to the extent that those books and records are in the possession, custody or control of the Association.

4. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody or control of the Association, produce the requested books or records for the requesting party on or before the tenth (10th) business day after the date the Association receives the request.

5. If the Association is unable to produce the books or records requested on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide to the requesting Owner written notice that (i) informs the requesting Owner that the Association is unable to produce the information on or before the tenth (10th) business day after receipt of the request and (ii) states a date by which the information will be sent or made available for inspection to the requesting Owner that is not later than the fifteenth (15th) business day after the date the notice is received.

6. The Association may produce books and records requested in hard copy, electronic or other format reasonably available to the Association.

7. The Association will be entitled to collect from the requesting Owner reimbursement for all costs reasonably incurred by the Association for the compilation, production and reproduction of the requested information, including all reasonable costs of materials, labor and overhead not to exceed costs that would be applicable for an item under 1 T.A.C. § 70.03. The Association may require advance payment of the estimated costs of compilation, production and reproduction of the requested information.

8. Except to the extent stated in meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the restriction or rule violation history of an individual Owner of the Association, an Owner's personal financial information, an Owner's payment history or information, or information related to an employee of the Association, including personnel files.

Adopted to be effective January 1, 2012.

LOST SPRINGS RANCH PROPERTY  
OWNERS ASSOCIATION BOARD OF DIRECTORS

By: Michael R. Tibbets  
Michael R. Tibbets, President

## LOST SPRINGS RANCH PROPERTY OWNERS ASSOCIATION

### PAYMENT GUIDELINES FOR DELINQUENT DUES AND ASSESSMENTS

Pursuant to Section 209.0062 of the Texas Property Code, the Board of Directors of Lost Springs Ranch Property Owners Association, Inc., a Texas non-profit corporation (referred to herein as the "Association"), have adopted the following guidelines.

1. An owner of one or more lots in Lost Springs Ranch Subdivision ("Owner") may elect to pay any amount owed to the Association for dues, regular assessments, special assessments or any other amount owed to the Association over a period of four months from the date the obligation becomes due and payable without accruing additional monetary penalties. This shall be known as a "payment plan".

2. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

3. Interest on the delinquent amounts that an owner elects to pay on a payment plan shall accrue at the rate of 18% per annum as with all past due annual dues.

4. If an owner fails to honor the terms of a payment plan, said owner will not be eligible to establish another payment plan on any type of delinquent amount for a period of two years following the owner's default under the previous payment plan.

5. All other restrictions, bylaws and rules regarding the assessment and collection of dues and special assessments, including the Association's right to file liens, shall remain in effect as written except as modified in Chapter 209 of the Texas Property Code.

Adopted to be effective January 1, 2012.

LOST SPRINGS RANCH PROPERTY  
OWNERS ASSOCIATION BOARD OF DIRECTORS

By: Michael R. Tibbets  
Michael R. Tibbets, President