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Granbury, Texas 76048
Phone: 817-579-3222

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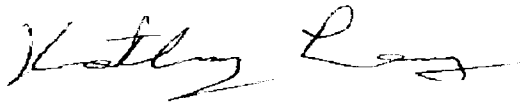
AMENDED RULES AND REGULATIONS
Grantor: BLUE BRANCH RANCH POA INC
Pages: 20
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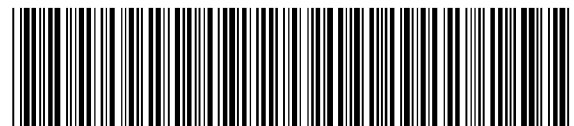


Katie Lang
County Clerk
Hood County, Texas



Return To:

THE REID FIRM, PC
1840 ACTON HWY
GRANBURY, TX 76049-6009



Amended Rules and Regulations

of Blue Branch Ranch Property Owners Association, Inc.,

a non-profit Texas corporation

Basic Information

Date: November 9, 2021

Property Members Association: Blue Branch Ranch Property Owners Association, Inc., a Texas non-profit corporation established by the articles of incorporation filed with the secretary of state of Texas on January 7, 2002.

Association's Address: P.O. Box 91, Granbury, Texas 76048

Declaration: The Revised and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Blue Branch Ranch Subdivision, filed under document number 2021-0002607, Real Property Records of Hood County, Texas

Definitions: Through out these Rules and Regulations the term "Member" shall not only include the definition set forth in the Declaration but shall also refer to any tenants, lessees, guests, or invitees of the Member. Any enforcement action taken by the Association against a tenant, lessee, guest, or invitee of a Member shall result in joint and several liability of both parties.

Capitalized terms used but not defined in the Rules and Regulations shall have the meaning set forth in the Declaration or Bylaws.

WHEREAS, at a properly called meeting of the Board of Directors of the Blue Branch Ranch Property Owners Association, Inc., a Texas non-profit corporation (the “Association”), at which a quorum of the Board of Directors was present, the Association’s Board of Directors approved these Rules and Regulations pursuant, but not limited to, Articles V, X, & XI of the Declaration;

WHEREAS, these Rules and Regulations shall supplement the Declaration filed under document number 2021-0002607, Real Property Records of Hood County, Texas; and

WHEREAS, violations of the Rules and Regulations may subject the offending Member to the possibility of fines, the Association proceeding with curative action on the Member’s behalf, or suspension of the Member’s Common Area rights, which may become charges against the Member and the Member’s Lot itself, enforceable through the lien process in accordance with the Texas Property Code.

NOW, THEREFORE, these Rules and Regulations are adopted by the Board of Directors of the Blue Branch Ranch Property Owners Association, Inc., as follows:

A. Rules of The Association

Rules of the Road

1. Speeding & Stop Signs

All Members shall follow the posted speed limits of the Blue Branch Ranch roadways at all times and acknowledge all stop signs by coming to a complete halt, prior to passing the sign, in accordance with state law and not parking within fifteen (15) feet of all stop signs. Additionally, Members are prohibited from the rapid acceleration of their vehicles, peeling out, recklessly driving, or otherwise exhibiting unlawful roadway behavior.

2. Overnight Parking

All Members are prohibited from parking between the period of thirty (30) minutes prior to sunset and thirty (30) minutes after sunrise on any Street, bar-ditch, swale, or shoulder of the Association. However, Members may park on any Street, bar-ditch, swale, or shoulder during this prohibited period, on a temporary basis, provided they have submitted a written request to the Association seventy-two (72) hours in advance and received written permission from the President or Vice President of the Association.

3. Driver’s License Required On All Registered Vehicles

All Members shall have on their person when operating a registered motor vehicle, their duly issued, unexpired state driver’s license in accordance with Texas State Law. Additionally, all Members shall regulate the use of all registered motor vehicles under

their control and prevent the operation of said vehicles by any person who does not possess a duly issued, unexpired state driver's license.

4. Identification of All Unregistered Vehicles

All unregistered vehicles (including boats and canoes) must be particularly identified by fully completing a Waiver & Indemnity Agreement, attached as Exhibit "A" and incorporated herein by reference. All individuals who intend to operate an unregistered vehicle must sign a Waiver & Indemnity Agreement. Minors 12 years and older are permitted to operate an unregistered vehicle provided they are identified in the Waiver & Indemnity Agreement and a parent or legal guardian signs on their behalf. No individual, other than those identified in the Waiver & Indemnity Agreement, may operate an unregistered vehicle.

5. Motor Vehicle Accident

Any Member involved in a motor vehicle accident or crash shall, at a minimum, provide a copy of their mailing address, phone number, insurance information, and vehicle information to any other party who sustained a personal injury or property damage as a result of the accident. Members are prohibited from leaving the scene of a crash prior to submitting to the above requirements.

6. Load Spill

No member or their contractor shall allow a carried, towed, or dragged load of any kind, whether voluntary or involuntary, to spill upon the Association Streets or Easements. Should a spill occur, it is the Member's job to notify the Board of Directors as soon as possible and to remedy the spill to the Board of Director's satisfaction. "Spill" shall be defined as any excess mulch, mud, rock, dirt, etc. which a vehicle drops or drags onto an Association Street or Easement.

7. Vehicle Lighting

All vehicles of any nature operating between the period of thirty (30) minutes prior to sunset and thirty (30) minutes after sunrise shall have operating forward facing translucent lights and rearward facing red lights which are turned on.

Rules of the Common Area Properties

1. Illegal Dumping

No Member shall cause or allow the dumping of any refuse, waste, liquid waste, or debris of any kind whatsoever upon the Association's Easements and Common Properties.

2. Illegal Dumping in a Waterway or Pond

No Member shall cause or allow the dumping of any refuse, waste, liquid waste, or debris of any kind whatsoever upon the Association's waterways, ponds, or other bodies of water.

3. Use of Common Property by a Member when rights are suspended

No Member is permitted to use any Common Property of the Association when said Member's Common Property rights have been previously suspended until such a time as the Member's Common Property rights have been reinstated in writing by the Association.

4. Discharge of Fireworks

All Members are prohibited from the discharge of fireworks or other incendiary devices of any kind on the Association's Common Property or Easements.

5. Discharge of Firearm, bow & arrow, or other projectile

All Members are prohibited from the discharge of firearms, bow and arrows, or other projectiles of any kind on the Association's Common Property or Easements.

6. Failure to follow posted "Catch & Release Policy"

All Members shall follow the Association's duly adopted and posted "Catch & Release Policy" which is incorporated into these Rules and Regulations by reference and reads as follows "Catch and Release on all Bass".

7. Harvesting of Firewood

All Members are prohibited from the harvesting of wood from the Association's Common Property and Easements.

8. Hunting, Fishing, and Boating

All Members are prohibited from hunting upon the Association's Common Property and Easements. Members may fish upon association ponds in accordance with all applicable rules and regulations. Additionally, no motorized boat or water craft shall be used on any of the lakes and the only water craft which shall be acceptable on such lakes are canoes or flat bottom boats powered with or without an electric trolling motor, or paddle boats, provided any such craft must be fifteen feet (15') or smaller in length.

9. Member liable for damages

All Members shall be liable to the Association for the full amount of any damages caused by the Member to the Association's Common Properties or Easements. Such

damages shall be calculated based upon the actual costs incurred by the Association to repair the damage to the Association's satisfaction.

Rules Regarding Animals

1. Permitted possession of animals

No Member shall possess more than two hens and 2 household pets on any lot. Additionally, Members may only possess one large animal, consisting of horses or cattle, per acre provided their Lot is 2 acres or larger. No Member shall possess a large animal on a Lot smaller than 2 acres.

2. Unrestrained animal

All Members shall ensure their household pets of any kind are leashed and controlled by Member at all times beyond the perimeter of said Member's Lot.

3. Possession of prohibited Animal

No Member shall possess a noxious, offensive, vicious, or dangerous animal of any kind. For the purpose of this Rule a Pit Bull Terrier is a de facto dangerous animal.

4. Failure to remove discharge or waste of animal

All Members shall promptly clean and remove the discharge or waste of any animal owned by that Member.

Rules Regarding Member's Lots

1. Failure to Maintain the Lot

All Members must, at their sole cost and expense, at all times keep and maintain their Lot and all improvements thereon in a safe, clean, and attractive condition free of refuse, waste, or debris.

2. Operating a business in the POA which is detectable

No Member may operate a business in the POA which, in the Board's sole judgment, generates an increase in: vehicular traffic, vehicles parked within the subdivision, or pedestrian traffic. No Member may operate a business in the POA which is detectable by sight, sound, or smell from outside the residence.

3. Discharge of Fireworks

All Members are prohibited from the discharge of fireworks or other incendiary devices of any kind within the Subdivision.

4. Holiday decorations

Exterior seasonal lighting and decorations are permitted but may not be displayed sooner than thirty (30) calendar days prior to the holiday for which they are intended to celebrate. All exterior seasonal lighting and decorations must be removed within the thirty (30) calendar days following the holiday for which they were intended to celebrate. No Member shall allow seasonal lighting or decorations to be displayed outside of the above parameters.

5. Landscaping

Members shall diligently care for their yards and pastures so as to limit the growth of weeds and forbs and prevent their yards and pastures from becoming overgrown or unsightly. No Member shall allow grasses or weeds to exceed a height of ten inches (10") in Lot yards, along Lot fence-lines, and along the perimeter of any Structures, or thirty-six inches (36") in pastures. Additionally, all Members shall maintain a mowed zone along the interior of all pasture fencing with all grasses not to exceed a height of ten inches (10") within the mowed zone. The mowed zone shall be a width of ten feet (10') moving from the inside of the Member's fence towards the interior of Member's Lot. There is no height limit for grasses which are covered by natural forest canopy. Should a Member continue to violate this rule for over five (5) days after written notice has been provided to them, the Association shall have the authority and right to go onto said Member's Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of said Lot a reasonable charge for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. For the purpose of this section "yard" shall be generally defined as any portion of a Lot within fifty feet (50) of the residence except for such obviously set apart flower beds, gardens, potted plants, or other obvious landscaping. For the purpose of this section "pasture" shall be generally defined as any portion of a Lot outside of fifty feet (50') of the residence which has been fenced for the purpose of growing grasses and/or feed grasses to support livestock. While the term "yard" and "pasture" are generally defined above, the Board of Directors shall have the ability to deviate from the above definitions as they deem necessary with all rulings from the Board being final.

6. Undeveloped property

No Ancillary Structure of any kind shall be erected, placed, or constructed on any Lot until the Primary Dwelling Unit has been erected, placed, or constructed. An Ancillary Structure shall be defined as any Structure, other than a Primary Dwelling Unit, which can be used for the storage of any materials or animals, or which can be used as a living space.

Architectural Review Committee Rules

The Architectural Review Committee (“ARC”) is hereby empowered to enforce the following Rules and collect fines associated with same:

1. Failure to timely submit a request for ARC approval

No Structure of any kind shall be erected, placed, constructed, maintained, modified or altered, no Improvement shall be made, no landscaping or hard scape shall be installed on any Lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications shall have been formally submitted to and approved by the ARC.

2. Primary Dwelling completion

Once construction on a Dwelling has commenced, the construction on that Dwelling shall be completed within twelve (12) months from the date construction commenced. If a Dwelling or other Structure has been damaged by casualty, that Dwelling or other Structure must either be repaired and restored or completely removed from the Lot within twelve (12) months from the date the damage occurred.

3. Unauthorized or reckless destruction/modification

No Structure of any kind shall be modified or altered on any Lot in the Subdivision until a complete set of plans and specifications shall have been formally submitted to and approved by the ARC. Additionally, no Member shall allow a Structure to be recklessly modified or altered on any Lot in the Subdivision even with the requisite ARC approval. Any modification or alteration of a Structure which is likely to cause or actually causes injury to a Member or a Member’s real or personal property is a de facto violation of this section.

4. Construction activities

Any and all construction activities shall only occur between the hours of seven (7) AM to seven (7) PM.

5. Posting or Affixation of signs

No sign or signs shall be displayed to the public view on any residential Lot, except:

(a) any builder, during the applicable initial construction and sales period, may utilize one (1) professional sign [of not more than six (6) square feet in size] per Lot for advertising and sales purposes; and

(b) thereafter, a dignified “For Sale” or “For Lease” sign [of not more than six (6) square feet in size] may be utilized by the Owner of the respective residential Lot for the applicable sale or lease situation.

The ARC shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout the Subdivision for the purposes of the Association a flag shall not be considered a sign.

6. Excessive Noise

No noxious or offensive activity or pollution emitting sight/sound/smell, as determined by the ARC, shall be conducted, or permitted on any portion of the Properties. (Continual barking of a dog is an example of a pollution emitting sound.)

7. Parking of RV, utility trailer, etc.

Any truck (over ¾ ton and excluding conventional pickups), bus, boat, boat trailer, trailer, motor home, golf cart, motorcycle, recreational vehicle, camp mobile, camper and any other vehicle (“Large Vehicle”) other than a conventional automobile, conventional pickup, or Utility Trailer shall, if brought within the Subdivision by or on behalf of any Owner, Member or Resident, be stored, placed or parked within the enclosed garage on the appropriate Lot unless otherwise directed by the Architectural Review Committee. “Utility Trailer” shall be defined as a single or double axle trailer, with no special purpose (i.e. not a boat trailer, camper trailer, etc.), devoid of any advertising and used for the sole purpose of hauling materials (in no event shall said materials remain on the trailer for a period greater than seven (7) days).

As stated above, Members may store a Large Vehicle in an alternative location on a temporary basis provided they have submitted a written request to the ARC seventy-two (72) hours in advance and received written permission from the ARC Chairperson.

Additionally, the Association maintains a Member Common Area RV/Trailer Storage area wherein Members may rent a numbered space on an annualized basis for the storage of their RV or Trailer. To obtain access to the RV/Trailer Storage area Members shall submit an email request to the Board of the Association and shall receive a numbered parking space on a first come basis for a charge of \$100.00 to be paid at the time the space is assigned in writing to Member. To retain Members assigned space they shall thereafter pay an annual fee of \$100.00 which shall be due on the same date as the annual assessment for that year, regardless of when Member first received an assigned space. Failure to pay the annual fee within 10 days thereof shall result in a forfeiture of Members parking space. No Member shall in anyway occupy a parking space to which they are not entitled by written permission of the Board.

ARC authority

The ARC shall have the ability to require the demolition and/or removal of any property, at Member's expense, built or placed upon any Lot in violation of the Declarations or the Rules and Regulations.

All rulings of the Architectural Review Committee shall be appealable to the Board of Directors on or before the 30th day after the date the notice of the Architectural Review Committee was mailed to the Member. Any appeal from a ruling of the Architectural Review Committee to the Board of Directors shall be heard not later than the 30th day after the date the Board receives the owner's request for a hearing. The Board shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. During the hearing, the Board or the designated representative of the Association and the Member or the Member's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Member's application or request for the construction of improvements, and the changes, if any, requested by the architectural review authority in the notice provided to the Member. The Board or the Member may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties. The Association or the Member may make an audio recording of the meeting. The Board may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Review Committee as consistent with the Association's Declarations.

MISCELLANEOUS

1. General Violations of Declarations

To the extent allowed by the Declarations, the Board shall have the right to fine any Member in violation of any of the restrictions listed in the Declarations in accordance with the miscellaneous fine provision on the attached fee schedule.

B. Penalties for Violation

The Association shall have the right to suspend a Member's right to use the Common Areas and any facility located within the Common Areas for any period during which any Assessment of the Association against that Member's Lot remains unpaid and for infractions by a Member of the Declaration and/or the Association's Rules and Regulations for the duration of the infraction.

Additionally, the Association shall have the right to assess the following fines and fees, as listed on the Fine & Fee Schedule attached as Exhibit "B" and incorporated herein, against a Member in violation of the above Rules and Regulations as well as any other rights which the Association may have pursuant to their Declaration and Texas State Law. Every Member shall

pay to the Association promptly any fines or fees duly assessed, including attorney's fees incurred by the Association in collecting said fines or fees imposed hereunder, correcting violations hereof, or otherwise enforcing any provision of the Declarations or these Rules and Regulations against a Member and the Member's Lot.

For the purpose of the Fine & Fee Schedule all ongoing, curable infractions of the rules or restrictions shall be deemed a subsequent infraction of the same type after the passing of forty five (45) days from the date notice is first sent to the Member unless otherwise noted as a "per day thereafter" charge on the Fine & Fee Schedule in which case the Member will be charged the listed amount per day thereafter. All noncurable infractions shall be deemed a subsequent infraction of the same type for each separate event in which a Member violates the associated rule or restriction. All fines and fees shall continue at the third (3rd) offense level for all subsequent infractions by a Member for a period of eighteen (18) months beginning on the date of a Member's third (3rd) infraction and restarting at each subsequent infraction during the eighteen (18) month period.

C. Enforcement Procedures

1. Notice. Before the Association may (i) suspend a Member's right to use a Common Area, (ii) file a suit against a Member other than a suit to collect any Assessment, (iii) foreclose the Association's lien, (iv) charge a Member for property damage, or (v) levy a fine for a violation of the Declarations, the Association or its agent must give written notice to the Member as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Member. The notice must also (i) inform the Member that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Member is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Member was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Member may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was sent to the Member; (iii) state that the Member may have special rights if the Member is serving on active military duty; (iv) state the date by which the Member must cure a curable violation that does not pose a threat to public health and safety; (v) state that if fined, the Member has the option to enter a payment plan with the Association in order to avoid having their account turned over to a collection agent; and (vi) state that attorney's fees and costs associated with collecting the debt incurred by the Association after the forty-fifth day from the notice or after the hearing date if requested by Member, whichever is later, will be charged to the owner if the delinquency or violation continues after a date certain.

2. Hearing. If the Member is entitled to an opportunity to cure the violation, the Member has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board.

The Association must hold a hearing under this section not later than the thirtieth day after the date the Board receives the Member's request for a hearing and must notify the Member of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Member may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Member or the Association may make an audio recording of the meeting.

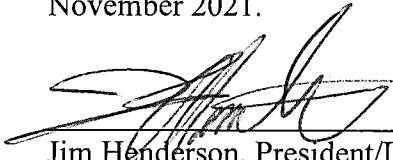
The notice and hearing provisions do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to these matters a party to the suit may file a motion to compel mediation. The notice and hearing provisions do not apply to a temporary suspension of a Member's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this section.

Not later than 10 days before the Association holds a hearing under this section, the association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the association intends to introduce at the hearing. If the association does not provide a packet within this period, a Member is entitled to an automatic 15-day postponement of the hearing.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Member. A Member or the Member's designated representative is entitled to present the Member's information and issues relevant to the appeal or dispute. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a thirty-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

We, the undersigned, being all of the existing Directors of BLUE BRANCH RANCH PROPERTY OWNERS ASSOCIATION, INC., do hereby certify that we assent to the foregoing Rules and Regulations and adopt the same as the Rules and Regulations of said Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of the 19th day of November 2021.

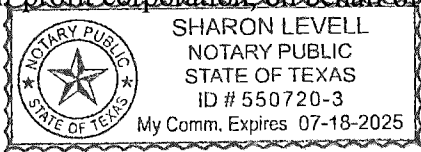


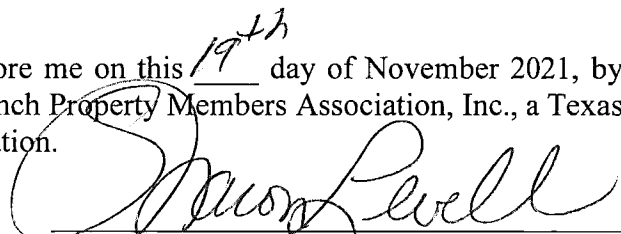
Jim Henderson, President/Director

STATE OF TEXAS §


COUNTY OF HOOD §

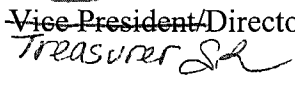
This instrument was acknowledged before me on this 19th day of November 2021, by Jim Henderson as a Director of Blue Branch Ranch Property Members Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC, STATE OF TEXAS

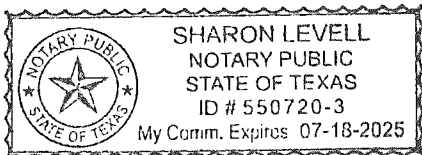


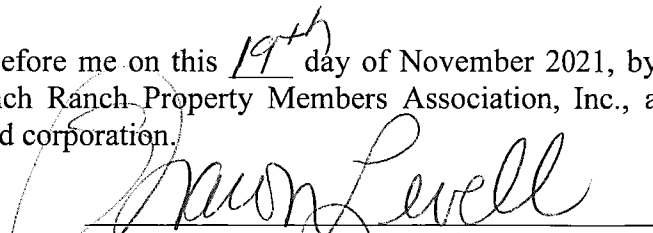
Michael Farrell, ~~Vice President~~ Director
Treasurer 

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me on this 19th day of November 2021, by Michael Farrell as a Director of Blue Branch Ranch Property Members Association, Inc., a Texas non-profit corporation, on behalf of said corporation.





NOTARY PUBLIC, STATE OF TEXAS

Stephanie Novak

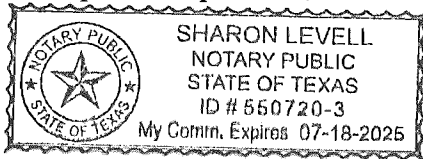
Stephanie Novak, Secretary/~~Treasurer~~/Director

SN

STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me on this 19th day of November, 2021, by Stephanie Novak as a Director of Blue Branch Ranch Property Members Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Sharon Levell
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"
BLUE BRANCH RANCH PROPERTY OWNERS ASSOCIATION, INC.
UNREGISTERED VEHICLE
WAIVER
&
INDEMNITY AGREEMENT (the "AGREEMENT")

INSTRUCTIONS: No unregistered vehicles may be operated within the subdivision of Blue Branch Ranch unless the owner of the vehicle shall particularly identify the vehicle on this form. Additionally, no individual may drive an unregistered vehicle identified on this form unless they have signed on this form acknowledging their acceptance of its terms. Accordingly, please complete this form and identify all unregistered vehicles (including watercraft) which will be operated within the subdivision and submit same to the Board (this can be accomplished via email to EMAIL).

Vehicle Owner Name: _____ Lot#: _____

Address: _____ Wk Ph: _____

Email: _____ Cell Ph: _____

1. Land Vehicles

| <u>Common Name</u> | <u>Make</u> | <u>Model</u> | <u>Color</u> |
|--------------------|-------------|--------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2. Watercraft

| <u>Common Name</u> | <u>Make</u> | <u>Model</u> | <u>Color</u> |
|--------------------|-------------|--------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

- I. **Damage to Association Property** INITIAL
Members will be personally liable for any damages to the Association’s Easements and Common Properties caused by the operation of their vehicle(s) within the Subdivision. _____

- II. **Damage to Member vehicle**
Members agree Association shall not be responsible for any damages caused to Members vehicle as a result of Members operation of the vehicle within the Subdivision. _____

- III. **Safety Rules**
Members acknowledge they have read, understand, and will abide by the Blue Branch Ranch Rules and Regulations and the Blue Branch Ranch Park Rules. _____

- IV. **Speed & Stop Signs**
Members acknowledge they will abide by all posted stop signs and speed limits posted within the Subdivision. _____

- V. **Overnight Parking**
Members acknowledge they are prohibited from parking between the period of thirty (30) minutes prior to sunset and thirty (30) minutes after sunrise on any Street, bar-ditch, swale, or shoulder of the Association. _____

- VI. **Motor Vehicle Accident**
Members acknowledge in the event of a motor vehicle accident or crash they shall, at a minimum, provide a copy of their mailing address, phone number, insurance information, and vehicle information to any other party who sustained a personal injury or property damage as a result of the accident. _____

- VII. **Vehicle Lighting**
Members acknowledge any vehicle being operated between the period of thirty (30) minutes prior to sunset and thirty (30) minutes after sunrise shall have operating forward facing translucent lights and rearward facing red lights which

are turned on. _____

VIII. Catch and Release
Members acknowledge they will follow the Association’s duly adopted and posted
“Catch & Release Policy”. _____

IX. Minor’s Operation of Vehicle
Members acknowledge minor’s 12 years and older may operate Member’s vehicles and
that by writing a minor’s name below Members accept responsibility and liability for any
and all damages which may occur to minor or other property as a result of minor’s
operation of vehicles. _____

X. Waiver & Release
Members understand and agree that the Association does not accept any responsibility
or liability for their safety, or their properties safety, while they are located upon the
Association’s Easements or Common Properties; therefore, Members waive and
hold harmless the Association and it’s officers, directors, agents and employees
from and against any and all actions, costs, losses, expenses and/or damages, including
attorney’s fees, arising out of or resulting from any damages to Members or their property
while located upon Association Easements or Common Properties. Additionally, Members
release any claims or rights they may have or accrue as a result of any damages which
may occur on the Association’s Easements or Common Properties. _____

XI. Indemnity
Members agree to indemnify the Association and it’s officers, directors, agents
and employees from and against any and all actions, costs, losses, expenses and/or
damages, including attorney’s fees, arising out of or resulting from any damages to
Members or their property while located upon Association Easements or Common
Properties. _____

Throughout this Agreement the term “Member” shall not only include the definition set forth in the Declaration but shall also refer to any tenants, lessees, guests, or invitees of the Member. Any enforcement action taken by the Association against a tenant, lessee, guest, or invitee of a Member shall result in joint and several liability of both parties. Capitalized terms used but not defined in this Agreement shall have the meaning set forth in the Declaration, Bylaws, or Rules and Regulations.

By signing below, Members hereby acknowledge they have read and understand this Agreement in its entirety and agree to be bound by the Agreement.

Date: _____

Print Member Name

Signature of Member

Print Member Name

Signature of Member

Print Member Name

Signature of Member

Print Member Name

Signature of Member

By printing a minors name below, parent or legal guardian hereby acknowledges they have read and understand this Agreement in its entirety and agree to be bound by the Agreement and allow the minor to operate their vehicles.

Print Minors Name

Print Minors Date of Birth

Signature of Parent/Legal Guardian

Print Minors Name

Print Minors Date of Birth

Signature of Parent/Legal Guardian

Print Minors Name

Print Minors Date of Birth

Signature of Parent/Legal Guardian

Print Minors Name

Print Minors Date of Birth

Signature of Parent/Legal Guardian

BLUE BRANCH RANCH FINE & FEE SCHEDULE - 18 June 2021 - EXHIBIT "B"

VIOLATIONS OF COMMON RULES, ARC REVIEW COMMITTEE, CCRS, BYLAWS, AND RESOLUTIONS

| | 1st OFFENSE | 2nd OFFENSE | 3rd OFFENSE |
|--|-------------|-----------------------------|-------------------------------------|
| Roadway Violations | | | |
| 1. Speeding & Stop Signs | \$125.00 | \$225.00 | \$225.00 |
| 2. Overnight Parking | \$50.00 | \$100.00 | \$125.00 |
| 3. Driver's License Required | \$150.00 | \$250.00 | \$250.00 |
| 4. Motor Vehicle Accident | \$200.00 | \$300.00 | \$600.00 |
| 5. Load Spill | \$75.00 | \$125.00 | \$175.00 |
| 6. Vehicle Lighting | \$50.00 | \$75.00 | \$125.00 |
| Common Area Property Violations | | | |
| 1. Illegal Dumping | \$750.00 | \$1,000.00 | \$1,250.00 |
| 2. Illegal Dumping in a Waterway or Pond | \$500.00 | \$1,000.00 | \$2,500.00 |
| 3. Use of Common Property when rights suspended | \$250.00 | \$450.00 | \$750.00 |
| 4. Discharge of Fireworks | \$250.00 | \$500.00 | \$750.00 |
| 5. Discharge of Firearm or other projectile | \$250.00 | \$500.00 | \$750.00 |
| 6. Failure to follow posted "Catch & Release Policy" | \$150.00 | \$250.00 | \$500.00 |
| 7. Harvesting Firewood | \$250.00 | \$550.00 | \$1,050.00 |
| 8. Hunting | \$500.00 | \$1,000.00 | \$2,500.00 |
| 9. Member liable for damages | | | |
| Based upon Actual costs determined by Board | | | |
| Animal Violations | | | |
| 1. Animals beyond permitted amount | \$250.00 | \$350.00 | \$550.00 |
| 2. Unrestrained Animal | \$50.00 | \$125.00 | \$175.00 |
| 3. Possession of prohibited Animal | \$550.00 | \$800.00 | \$1,050.00 |
| 4. Failure to remove discharge or waste | \$50.00 | \$75.00 | \$125.00 |
| Members Lot Violations | | | |
| 1. Failure to Maintain Lot | \$150.00 | \$150.00 per day thereafter | \$1,500.00 |
| 2. Operating a business in the POA which is detectable | \$250.00 | \$750.00 | \$500.00 |
| 3. Discharge of Fireworks | \$75.00 | \$250.00 | \$500.00 |
| 4. Holiday decorations | \$150.00 | \$10.00 per day thereafter | |
| 5. Landscaping | \$125.00 | \$50.00 per day thereafter | |
| 6. Undeveloped property | \$1,100.00 | \$2,100.00 | \$3,100.00 |
| ARC Violations | | | |
| 1. Failure to timely submit | \$250.00 | \$1,500.00 | \$2,100.00 |
| 2. Primary Dwelling completion | \$3,000.00 | \$100.00 per day thereafter | |
| 3. Unauthorized or reckless destruction/modification | \$1,100.00 | \$2,100.00 | \$3,100.00 |
| 4. Construction activity | \$150.00 | \$250.00 | \$350.00 |
| 5. Posting or Affixation of signs | \$75.00 | \$125.00 | \$125.00 |
| 6. Excessive Noise | \$75.00 | \$125.00 | \$225.00 |
| 7. Parking of RV, utility trailer, etc. | \$225.00 | \$425.00 | \$1,025.00 |
| Misc. Violations | | | |
| 1. Violation of Declarations not listed | \$150.00 | \$250.00 | \$350.00 |
| Additional Fees for Convenience | | | |
| 1. Annual Member Assessment | | | \$600.00 per annum |
| 2. RV/Trailer Common Area Storage | | | \$100.00 per annum |
| 3. Real Estate Transfer Fee | | | \$500.00 per transfer |
| 4. Lease Maintenance Fee | | | \$500.00 per lease or lease renewal |