

LT1-1-201112591-1

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006 OF TITLE 11 OF THE TEXAS
PROPERTY CODE – FILING OF DEDICATORY INSTRUMENTS**

SUBDIVISION: Red Oak Ranch

PROPERTY OWNERS ASSOCIATION NAME: Red Oak Ranch Property Owners' Association, Inc.

MAILING ADDRESS OF THE ASSOCIATION: Box 1827, Conroe, TX 77305

MANAGING AGENT: Shelley Coss, DBA Coss Management & Admin Services, 12658 Browning Drive, Montgomery, TX 77356.

Enclosed are previously unrecorded dedicatory instruments pertaining to the subdivision. The Red Oak Ranch Property Owners' Association is required to file all such documents with the County as of January 1, 2012 in order for them to be enforceable.

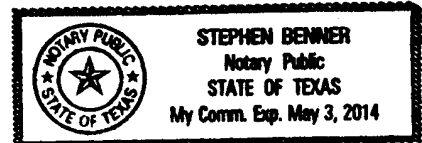
Executed by: Shelley Coss
Shelley Coss
Managing Agent of Red Oak Ranch Property Owners' Association, Inc.

This instrument was acknowledged before me on this 20 day of December,
20 11, by Shelley Coss, Managing Agent of the Red Oak Ranch Property Owners' Association, Inc.

Notary Public, State of Texas

[Signature]

Please return to: Red Oak Ranch POA, Box 1827 Conroe, TX 77305



LT2-11

Red Oak Ranch Property Owners' Association

RECORDS RETENTION POLICY

This Records Retention Policy was approved by the Board of Directors for the Red Oak Ranch Property Owners' Association on the 25th day of October, 2011.

The Association shall maintain its records as follows:

RECORD	RETENTION PERIOD
Certificate of Formation/Articles of Incorporation, Bylaws, Declarations and all amendments to those documents.	PERMANENT
Association tax returns and annual reports.	SEVEN (7) YEARS
Financial books and records	SEVEN (7) YEARS
Account records of current owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	PERMANENT

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable record will be destroyed and considered not maintained as part of the Association books and records. Prior to the destruction of any records, the Managing Agent shall present a list of all documents to be destroyed for Board approval.

Red Oak Ranch Property Owners' Association

CERTIFICATION

I, the undersigned, being the President of the Red Oak Ranch Property Owners' Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Association Board of Directors.

By: Paul Dell'Ossso, President

Print Name: PAUL DELL'OSSO

Red Oak Ranch Property Owners' Association

PAYMENT PLAN POLICY

This Payment Plan Policy was approved by the Board of Directors for the Red Oak Ranch Property Owners' Association on the 25th day of October, 2011.

- I. Owners are entitled to one approved payment plan to pay their annual assessments.
- II. Upon request, all Owners are automatically approved for a payment plan consisting of 20% down, with the balance paid off in 9 monthly installments.
- III. If an owner defaults on the payment plan, the payment plan is automatically terminated and the Association is not obligated to make another payment plan with the owner for the next two years.
- IV. Alternative payment plan proposals must be submitted to and approved by the Association. The Association is not obligated to approve alternative payment plan proposals. The Association cannot charge late fees during the course of a payment plan, but can charge interest at the rate it is entitled to under its Governing Documents (18%).
- V. No payment plan may be shorter than 3 months or longer than 18 months.

Red Oak Ranch Property Owners' Association

CERTIFICATION

I, the undersigned, being the President of the Red Oak Ranch Property Owners' Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Association Board of Directors.

By: Paul Dell'Ossso, President

Print Name: PAUL DELL'OSSO

Red Oak Ranch Property Owners' Association

RECORDS PRODUCTION POLICY

This Records Production Policy was approved by the Board of Directors for the Red Oak Ranch Property Owners' Association on the 25th day of October, 2011.

- I. Copies of Association records will be available to all owners upon their proper request and at their own expense. A proper request:**
 - a. is sent certified mail to the Association's address as reflected in its most recent management certificate;
 - b. is from an Owner, or the Owner's agent, attorney, or certified public accountant; and
 - c. contains sufficient detail to identify the records being requested.

- II. Owners may request to inspect the books and records or may request copies of specific records.**
 - If the owner makes a request to inspect the books and records, then the Association will respond within 10 business days of the request, providing the dates and times the records will be made available and the location of the records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents upon the owner paying the Association the cost thereof.
 - If an owner makes a request for copies of specific records, and the Association can provide the records easily or with no cost, then the Association will provide the records to the owner within 10 business days of the owner's request.
 - If the owner makes a request for copies of specific records, the Association shall send a response letter advising on the date that the records will be made available (within 15 business days) and the cost the owner must pay before the records will be provided. Upon receipt of payment, the Association shall provide the records to the owner.

- III. The Association will utilize the schedule of costs provided in the Texas Administrative Code, Section 70.3 and made available online at www.oag.state.tx.us.**

IV. The Association hereby adopts the following form of response to Owners who request to inspect the Association's books and records:

RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

Dear Property Owner:

On (insert date), the Association received your request to inspect the books and records of the Association. The books and records of the Association are available for you to inspect by making an appointment with the Managing Agent (insert name) during regular business hours (9 a.m. to 5 p.m.).

Please contact the Managing Agent (insert phone number and email) to arrange for a mutually agreeable time for you to come and inspect the books and records. Please be advised that if you desire copies of specific records during or after the inspection, you must first pay the associated costs before the copies will be provided to you.

Sincerely,
RORPOA

V. The Association hereby adopts the following form of response to Owners who request copies of specific records:

RESPONSE TO REQUEST FOR ASSOCIATION RECORDS

Dear Property Owner:

On (insert date), the Association received your request for copies of specific Association records. We are unable to provide you with the requested records within 10 business days of your request. However, the requested records will be available to you no later than 15 days after the date of this response.

In order to obtain the records you must first pay the Association the cost of providing the records to you. The estimated cost to obtain the records you requested is \$_____.

Upon receiving payment, the Association will mail you the requested documents. Checks should be made payable to Red Oak Ranch POA and can be sent to (insert address).

Sincerely,
RORPOA

VI. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the owner.

VII. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information and contact information.

Red Oak Ranch Property Owners' Association

CERTIFICATION

I, the undersigned, being the President of the Red Oak Ranch Property Owners' Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Association Board of Directors.

By: Paul Dell'Osso, President

Print Name: PAUL DELL'OSSO

**STANDING RESOLUTION OF THE BOARD OF DIRECTORS FOR
RED OAK RANCH PROPERTY OWNERS ASSOCIATION (RORPOA)
(COMPOSITE BUILDING SITE APPLICATION)
October 27, 2009**

WHEREAS, the Board of Directors has determined that an application must be submitted to the RORPOA for a Composite Building Site (CBS).

RESOLVED, that the enclosed Red Oak Ranch Composite Building Site application be used for all future requests for a CBS approval.

ADOPTED by the Board of Directors of the RORPOA at its regular meeting on October 27, 2009.

**Red Oak Ranch
Composite Building Site Application**

The Declaration of Covenants, Conditions and Restrictions for Red Oak Ranch (Deed Restrictions) states:

Section 3.02 Composite Building Site: Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of all Lots in the same block.

The Red Oak Ranch Property Owners Association (RORPOA) procedures for implementation of this provision of the Deed Restrictions are as follows:

1. **Approval/Implications:** Approval, if granted by the RORPOA via their Architectural Control Committee entitles the Composite Building Site (CBS) to be considered as one Lot for the payment of the RORPOA annual maintenance charge (i.e. annual assessment dues). The CBS becomes effective as of the date of approval specified on page 3 of this application. Assessment dues associated with the CBS become effective with the collection of the initial annual maintenance charge following CBS approval.
2. **Application Requirements:** For a CBS application to be processed, the following criteria must be met:
 - a. The property owner must have completed the construction of *his/her home and be a resident of ROR;*
 - b. Only a single property owner holding title to the principal Lot (i.e. the Lot with the completed home) and its adjoining Lots may apply;
 - c. The property owner must be in good standing with respect to the payment of ROR annual maintenance charges and Deed Restriction compliance at the time of application;
3. **Initial and Continuing Requirements:**
 - a. Section 3.01 Single Family Residential Construction of the ROR Deed Restrictions which limits and allows one dwelling unit to be used for residential purposes and one guest/servants house per building site, applies to the CBS;
 - b. The set-back lines and frontage as specified in Section 3.02 Composite Building Site of the ROR deed restrictions apply to the CBS;

-
- c. If sold the building site must be sold as one Lot (i.e. all Lots constituting the CBS must remain consolidated and be sold together) unless a written request is made for the CBS to be rescinded. The provisions set out in item 4 below will apply to any request for rescinding the CBS.
4. **Rescinding CBS:** Once a CBS is in effect, failure to maintain all the requirements in Paragraph 3 above or if a written request is received by the RORPOA to rescind the CBS, the following provisions will be implemented:
- a. Beginning with the initial annual maintenance charge following CBS approval, all assessment dues including interest not collected for each adjoining Lot during the period the CBS was in effect will be paid to the RORPOA. Assessment dues interest will be calculated from each assessment due date at a rate of 18% per annum (or 1.5% per month).
 - b. As was applicable prior to the institution of the CBS, each adjoining Lot included in the CBS will once again be treated as an individual Lot with its own building site and annual maintenance charge. All existing and future improvements on each such Lot must meet the building setback lines as indicated on the Plat.

Applicant Acknowledgement and Agreement

I understand and accept the provisions and obligations documented above for a Composite Building Site, including my obligation, as specified in item 4 above, in the event that the CBS is rescinded or the CBS criteria are not maintained. I request that my principal Lot (Section ___/Block ___/Lot ___) and its adjoining Lot(s) noted below, all of which I have ownership and title, be approved as a CBS:

Adjoining Lot 1: Section ___/Block ___/Lot ___

Adjoining Lot 2: Section ___/Block ___/Lot ___ [if applicable]

Property Owner Name (Printed)

Property Owner Name (Signature)

Date

RORPOA Action:

Approve

Deny/Reason: _____

Signature

Date

Title

**STANDING RESOLUTION OF THE BOARD OF DIRECTORS FOR
RED OAK RANCH PROPERTY OWNERS ASSOCIATION
(DRAINAGE SYSTEM MAINTENANCE)**

August 1, 2006

WHEREAS, the Board of Directors has determined that it is in the best interests of the Red Oak Ranch Property Owners Association (the Association) that the subdivision have a functioning system to drain surface water through the subdivision so as to prevent flooding during ordinary circumstances and to mitigate flooding during exception circumstances.

WHEREAS, the Board of Directors has determined that the Red Oak Ranch drainage system as constructed consists of three elements - ditches and culverts alongside the roads, detention areas within property boundaries and feeder ditches located in the drainage/utility easements of multiple Lots.

WHEREAS, the Board has determined that the Association has assumed the duty for the mowing of the roadside ditches pursuant to the Declarations, that the County has assumed the duty for the re-grading and repair of the roadside ditches including the clearing of the culverts pursuant to the acceptance of the maintenance of the roads and ditches, that the Association members have assumed the duty to maintain the detention areas on their Lots pursuant to the filed subdivision plat, and that there is some ambiguity as to who has the duty to maintain the feeder ditches under either the Declarations or the subdivision plat.

WHEREAS, the Board has determined that it has the right to expend Association funds for the benefit of the Red Oak Ranch subdivision, including maintaining the property values in the subdivision and maintenance of the drainage/utility easements, pursuant to the Declarations.

RESOLVED, that regarding the maintenance of the drainage system feeder ditches, the Association has assumed the mowing of the ditches and will assume, when and as needed, the re-grading and repair of the ditches, using maintenance assessment funds collected by the Association.

FURTHER RESOLVED, that the Association will monitor the maintenance of detention areas located on Lots and work cooperatively with Association members regarding such maintenance.

ADOPTED by the Board of Directors of the Red Oak Ranch Property Owners Association at its regular meeting on August 1, 2006.

FILED FOR RECORD

12/21/2011 12:25PM

Mark Turnbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/21/2011



Mark Turnbull

County Clerk
Montgomery County, Texas