



Holly Lake Ranch Association

Rules and Regulations

Revised/Amended 04/2020

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This document supersedes all previous Holly Lake Ranch Rules and Regulations.

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A. Purpose

1. The safety and social success of our community depends on the rules, regulations and restrictions that govern how the residents and visitors of Holly Lake Ranch Association are expected to behave. Without these rules, regulations, restrictions and the means to enforce them, our community could become chaotic indeed. The Holly Lake Ranch Association, along with the residing Board of Directors have adopted the following HLRA Rules and Regulations to enhance the safety, enjoyment and tranquility of all persons within the Security Gates of HLRA.
2. In accordance with the HLRA By-Laws, Article IX, Section 4, the Board of Directors shall promulgate HLRA Rules and Regulations, and enforce the same with respect to the safe and orderly usage of the facilities, recreational properties and the corporation's programs available to the Association Members, their families, Guests, and renters/lessees.
 - a) Subdivision restrictions will be enforced as stated for each section.
3. The HLRA Board of Directors shall exercise discretion in fining and/or suspending or revoking HLRA Membership privileges for violations of HLRA Rules and Regulations by residents and visitors.
4. The HLRA Rules and Regulations are subject to revision.
5. The Intent of the Architectural Control Committee (ACC) Guidelines is to define reasonable standards of appearance to assure aesthetic consistency and harmonious relationships for the residents of HLRA.

B. General Information

1. **Burning Outside** – All outside burning is prohibited except for small controlled and attended fires for domestic cooking. Chiminea and/or screened fire pits are allowed. Prohibited items for burning include pine needles, leaves, trash and rubbish. (added in 2017)
2. **Maximum Speed** – The maximum speed limit of 25 M.P.H. (unless otherwise posted) will be strictly enforced by radar.
3. **Alcoholic Beverages** – Minors are prohibited from alcoholic consumption in the public areas within Holly Lake Ranch. Those found in violation will be turned over to the Wood County Sheriff's Office for disposition. Alcohol is prohibited in the Pool Areas. (Rev. 04/2020)
4. **Smoking** and other tobacco products, except for "dip", are prohibited in all HLRA buildings. Use of a person disposable cup for "dip" users is mandatory.
5. **Designated Parking** – All vehicles must park only in designated parking areas in all the common areas on HLRA property. Parking on the shoulder of all roads within HLRA is prohibited. The only exceptions are for temporary and/or bona-fide emergency purposes or for HLRA sanctioned events (added in 2017)
6. **Damage Liability** – Members are liable for all damages, fines or charges incurred by themselves and/or their Guests.
7. **Vending, peddling, soliciting orders** for sale for any merchandise or services is prohibited within Holly Lake Ranch.
8. **Tampering with Security Gates** or other security equipment is prohibited. This includes attempting to bypass gate security by trailing closely behind an authorized vehicle. Those found doing so would be subject to the maximum remedies allowed by law.

9. **Entrances/exits** are provided and must be used for all traffic onto or off of Holy Lake Ranch property. The perimeter fences or boundaries may be breached only in a bona fide emergency.
10. **Feeding of any wildlife** and/or the presence of any wildlife feeder is prohibited. The exceptions are bird feeders located five (5) feet above ground level or higher. (Rev. 04/2020)
11. **Hunting** is prohibited in Holly Lake Ranch.

C. HLRA Members Compliances

1. Holly Lake Ranch and its amenities are for **HLRA Members in Good Standing**, their immediate families and Guests.
2. **Delinquent Dues** – Any Member having delinquent dues and/or outstanding citations issued by HLRA, will be suspended from all HLRA rights and services. Members with delinquent dues and/or delinquent citations will not be allowed to use the amenities and are allowed only to travel to/from their respective properties. (Revised 12/2018)
3. **Insufficient Check Fee** – Any returned check will be subject to a \$25.00 fee.
4. **Responsibility of Damages** – Members are responsible for all damages, fines or charges incurred by themselves, family members and/or Guests.
5. **Caregivers and Extended family** – The HLRA recognize that Members may need to provide temporary residence for;
 - a) Parents(s), grandparent(s), or grandchild (children)
 - b) “Care-person(s)” – To provide daily physical care for one or more residents of that Member’s home.
 - c) Consequently, the Association may waive (with approval of the Board), the additional monthly fee. Members are liable for all damages, fines or charges incurred by the Non-Member.
6. **Surviving Member** – The Association also recognizes that the deterioration for the health of a surviving Member may require the Member to move into a Medicaid qualified health care facility. The Member’s family, in an effort to maintain the estate’s value, may elect to rent/lease the dwelling as opposed to selling it. In this event, the Rental/Lease Compliances will apply unless the inhabitant is a family member.
7. **Permanent Guest List** – Suspended 2017
8. **Extended Guest List** – This list is intended for contractors, maid service, lawn care etc. and is limited to 60 days and then must be renewed. Professional Health Care providers and/or supplies will be admitted by the Security Department with the appropriate credentials. (Added 2017)
9. **Temporary Guest List** – This list is primarily for Families and Friends. A temporary pass will be issued by the Security Department showing the time frame requested. It will not exceed 7 days without needing to be renewed. (Rev. 04/2020)
10. **A.C.E. List – Assisted Care Entry** – The HLRA Association recognizes that from time to time Special Exemptions from the Temporary Guest List may be needed to allow family, friends or non-registered health care workers into HLRA in order to take care of an elderly or ill resident. These Special Exceptions will be handled on a case by case basis with written permission by the HLRA General Manager or his Designee. The form requesting this

exception may be downloaded from hollylakeinfo.com or picked up from the Security Department or Administration. The completed form may be dropped off at the Administration Office or emailed to the General Manager. After the form has been approved it will be forwarded to the Security Department and up to Two (2) names will be added to the homeowner's A.C.E. Guest List for up to one (1) year. The homeowner will be required to apply to renew the names every year during the time required. (Added 2017)

11. **Service Provider with Annual Contract List** – Members with Propane and/or Aerobic Septic services requiring an annual contract may submit the annual contract to the Security Department for their convenience. Access for these services providers will be granted for the term of the contract, not to exceed one year. Otherwise, these service providers will need to be cleared by the provisions of this document. It will be the responsibility of the member to submit a new contract upon termination of the expired contract. (Amended 10/2017)
12. **ACC Guidelines and Subdivision Restrictions** – All HLRA Members must adhere to the Architectural Control Committee Guidelines and HLRA Subdivision Restrictions.

D. HLRA Minors Compliances

1. **Minors** are unmarried persons under eighteen (18) years of age.
2. **Minors with six (6) or more Guests** must have a responsible Adult present at all times while utilizing the amenities.
3. **Curfew Hours;**
 - a) 11:00 pm – 6:00 am, Sunday through Thursday
 - b) 12:00 am – 6:00 am, Friday through Sunday
4. **Curfew Offenses** include but not limited to:
 - a) Any minor remaining in/on any public place during Curfew Hours.
 - b) Any Parent/Guardian that allows Minor(s) under his/her responsibility to remain in a public place during Curfew Hours. The offense occurs when he/she knowingly permits or due to insufficient control allows Minor(s) to stay after hours
 - c) Exceptions occur when;
 - 1) Escorted by the Minor's responsible Parent/Guardian.
 - 2) Engaged in an employment activity.
 - 3) Involved in an Emergency.
 - 4) Returning directly home from activities away for HLRA.

E. HLRA Guest Compliances

1. **Prior to Arrival** – HLRA Member(s) must contact the Security Office to register their guest prior to their arrival to provide 911 address and visit information (one time or extended). (Rev. 04/2020)
2. **Routing Guest** – Members, not the Security Office, must provide their Guest(s) with directions to their respective destination.
3. **Entrance Access Pass** – Guest(s) must always obtain a barcode pass. Gate Access Devices are for Members and Approved Employees only and are not transferable. (Rev. 04/2020)

4. **Guest Removal** – Security Officers are authorized to remove any Guest in violation of HLRA Rules. Access can be denied until any threat or perceived threat is eliminated to HLRA property/amenities.
5. **Unexpected or unannounced Guests**
 - a) Security Officer(s) will attempt to contact Member(s) for authorization.
 - b) May be denied and re-directed due to high traffic, emergency situations or until proper authorization is obtained.
6. **Maximum Guests** – Members are allowed a maximum of ten (10) Guests while utilizing the HLRA amenities, excluding the golf course. A fee, established by the HLRA Board, may be charged with exceeding the Guest limit. Family members are excluded.
7. **Guest(s)** must have specific permission from a HLRA Member in Good Standing to be permitted to enter HLRA.
8. **All Guests and workers operating a motor vehicle must present a valid state issued driver's license prior to admittance. (Ref. J Personal Vehicle Compliance) (Rev. 04/2020)**

F. Short Term Rental Compliance

1. **Timeframe** – For a period of less than thirty-one (31) days. Exceptions must have the approval of the HLRA Board.
2. **Policy**
 - a) Privileges – All Renter(s), in good standing, will have access to HLRA Amenities.
 - b) Property Owners must provide Renters a copy of the Rules and Regulations.
 - c) Property Owners are ultimately responsible for any/all HLRA dues, fees/fines and damages assessed to their Renter(s)
 - d) Properties owners or their agents must register all short-term rental properties with HLRA Administration.
 - e) Property Owners must notify the Security Office of all pertinent information, including full name (with middle initial) of all renters and/or guest. (Added in 2017)
 - f) HLRA Administration receives a monthly report of all short-term rental business through HLRA Security Department. (Added in 2017)

G. Long Term Rental/Lease Compliances

1. **Timeframe** – for a period of thirty-one (31) days or more.
2. **Policy**
 - a) Prior to renting/leasing HLRA property, applicant(s) must complete HLRA Residential Lease Agreement and Membership Application.
 - b) Copies must remain on file in Holly Lake Ranch Administration.
 - c) All Renter(s)/Lessee(s) residing in dwelling must be listed on the original rental/lease application notwithstanding the addition to the family due to adoption or birth.
 - d) HLRA Property-owners must provide Renter(s)/Lessee(s) a copy of HLRA Rules and Regulations.
 - e) HLRA Property-owners are ultimately responsible for any/all HLRA dues, fees/fines and damages assessed to their Renter(s)/Lessee(s)

- f) HLRA Renter(s)/Lessee(s), must adhere to all HLRA Rules and Regulations.
- g) Privileges – All Renter(s)/Lessee(s), in good standing, will have the same rights, privileges and responsibilities as Members. Renter(s)/Lessee(s) are subject to deactivation of gate access devices and loss of privileges if not in compliance. (Rev. 04/2020)
- h) Exclusions – HLRA Renter(s)/Lessee(s) are prohibited from:
 - 1) HLRA Voting rights.
 - 2) Participation in HLRA polling projects.
 - 3) Renting time-share units.
 - 4) Sub-leasing the rental property.
- i) Maintenance Dues
 - 1) All Property-owners and Renter(s)/Lessee(s) must pay HLRA Maintenance Dues.
 - 2) Dues for all Renter(s)/Lessee(s) must be received at the Administration Office before the twenty-fifth (25th) of each month.
 - 3) Late fee charge(s) of twenty-five dollars (\$25) is assessed every month.
 - 4) Non-payment is subject to lien on property and gate access device suspension.
- j) Damage Responsibilities – Renter(s)/Lessee(s) their Guests and family members are responsible for any damage to HLRA.
- k) Multiple families are prohibited from residing in a dwelling. A rental is restricted to a single family that does not include more than two (2) unrelated adults without HLRA authorization.
- l) Vehicle Limitations – Renter(s)/Lessee(s) are prohibited from keeping more than four (4) vehicles on the property unless authorized by the HLRA.

H. Community Nuisances

1. **General – Acts/Conditions that are prohibited.**
 - a) Acts that unreasonably interfere with any individual’s enjoyments on property.
 - b) Impair the condition or enjoyment of common/private property.
 - c) Persistently obnoxious, or an affront to public decency and/or a disturbance.
2. **Specific Nuisances – shall include but not limited to the following;**
 - a) Littering – Any person(s) will be cited and will be responsible for clean up;
 - 1) Throw, leave, or dump any litter, debris, and rubbish, solid, or liquid waste on any street, parkway, park, golf course, lake, or other common property or on any private property.
 - 2) Any person(s) placing garbage or other waste at the street for scheduled picked must ensure it is contained in an approved pick up container, which prevents it from being blown onto other properties or invaded and spread by animals.
 - b) Abusive/Vulgar Language
 - 1) Abusive and/or vulgar language is prohibited at Holly Lake Ranch. Any such activity by or towards employees will not be tolerated and will subject the violator to the maximum remedies allowed.
 - c) Excessive Noise Nuisance(s)

- 1) Any person(s), animal(s), or equipment generating unreasonably loud or disturbing noise, which substantially disturbs person(s) on common or private property.
- 2) The investigating Security Officer will determine a noise to be unreasonably loud and/or disturbing when:
 - (a) The noise is plainly audible at a distance of 100 ft. from the source of the noise, or the private property where the noise is generated.
 - (b) Coming from musical instrument(s), amplified sound or musical equipment, automotive or mechanical equipment, constantly noisy animals or birds.
- 3) The following shall not be regarded as noise nuisance:
 - (a) Construction equipment noise when it is property maintained and operated from 7:00 am – 7:00 pm.
 - (b) Normal operation of properly maintained automobile(s) and watercraft(s).
 - (c) Safety signals, warning devices and emergency vehicle sirens.
 - (d) Lawn mowers and landscaping equipment operated from 7:00 am – sunset. (Rev. 01/2014)
 - (e) Normal recreational/social activities conducted within parks from 7:00 am – 11:00 pm.
 - (f) Sounds from special events, such as festivals, holiday celebrations, or special events sponsored or endorsed by the Association for the enjoyment of all residents.
 - (g) Disorderly Conduct – Occurs when any person(s) engages in disorderly conduct as set forth in Section 42.01 of the Texas Penal Code.

I. Personal Property Maintenance and Nuisances

1. **Maintenance responsibilities** are for all Property Owners or person(s) occupying property and includes but not limited to
 - a) All residences, garages/carports, fences, and outbuildings must be maintained to preserve the enjoyment and/or value of neighboring properties. Any/all homes, mobile homes, and any/all outbuildings that sit above ground must be skirted. Termite impervious material is recommended. (Revised 12/2018)
 - b) All structures must be in good condition, properly repaired and functional. Homeowners must maintain the frontage of their respective lots, keeping ditches, easement, swales and culverts clear of debris. (Revised 12/2018) All properties contribute to storm water runoff and property owners are responsible for storm drainage flowing through their property. Private drainage and erosion issues as well as groundwater issues (i.e. natural springs) are the responsibility of the property owner. HLRA is not responsible for ensuring proper drainage on private property. Drainage directed from gutters, French drains, downspouts, swimming pools, retention walls or other private systems to neighboring properties is a civil matter between property owners. Moreover, owners that place obstructions, or fail to maintain property within the drainage easements (i.e. Shrubs, buildings, curbs, retaining walls) may be subject to civil action from adjacent property owners and may be subject to a notice of violation as determined by HLRA. HLRA cannot design or otherwise engineer improvements on private property.

Additionally, HLRA cannot recommend a particular contractor or undertake any work outside a dedicated HLRA drainage easement. (Rev. 04/2020)

- c) Outside upkeep – HLRA will remove/clean at the owner’s expense, if the lot(s) continue to have nuisances, after owner receives proper notice. These nuisances include but are not limited to;
 - 1) Grass/weeds not to exceed twelve (12) inches high.
 - 2) The accumulation of animal or vegetable matter that is offensive by virtue of odors or its attractiveness to rats, mice, snakes or vermin.
 - 3) Lot(s) must be kept clean, free of trash and weeds.
 - 4) The accumulation of brush piles, rubbish, trash, junk, or building materials that cause or threatens to cause a fire hazard or conditions that are dangerous to public health.
 - 5) The color of any/all Exterior Tarp(s) is restricted to; camouflage, brown, dark green, dark grey or black. All other colors are prohibited.
 - d) Cutting of trees two (2”) inch in diameter or larger is PROHIBITED unless approved by the Architectural Control Committee. See ACC Guidelines for compliance specifications.
 - e) Preventing the obstruction of any natural drainage if it damages other properties and/or impedes or interferes with the operation of roadway drainage.
 - 1) Or causes the accumulation of stagnant water that provides habitation for rats, mice, mosquitoes, snakes or vermin.
 - f) Animal Containment Area(s) – must be maintained to avoid;
 - 1) Public health endangerment.
 - 2) Accumulation of animal wastes resulting in foul and offensive odors.
 - 3) Creating a hazard to any animal or person via an escape and involvement in an unpleasant situation.
- 2. Storage Nuisances include but are not limited to;**
- a) Storing boat(s), trailer(s), camper(s), etc. on lots without a dwelling is PROHIBITED. Exception: if Property Owner has a dwelling on two (2) or more contiguous lots, the combination of properties will be viewed as a single lot.
 - b) Out of use vehicle(s) that is/are junked, non-operational, rusting or lacking current registration and safety inspections are prohibited from being seen from the street.
 - c) Any/all appliances must be within a residence, garage and/or enclosed storage.
 - d) Automotive, construction, and/or shop equipment CANNOT be visible from the street. To prevent visibility, utilize approved screening. (REV. 01/2014)
 - 1) Open-air carports or Air Park hangers are prohibited from unsightly storage that can be viewed from street.
- 3. Lighting Nuisances – Approved lighting must have manual controls or motion sensors and/or times for all: nighttime security light(s), low wattage and/or low intensity landscape lighting.**
- a) Prohibited lighting include but are not limited to:
 - 1) High intensity lights intended for wide area illumination.
 - 2) Obtrusive spotlights, mercury vapor lights, and/or high-pressure sodium lights.

- b) Exterior lighting with manual control or timers must be off by eleven (11) PM. Low intensity nighttime security lights may stay on overnight if it has appropriate side shielding and does not create undue lateral illumination. (Added in 2017)

4. Remedies for non-compliance of Personal Property Maintenance

- a) Written notice of violations is submitted to the Ranch General Manager and/or Board of Directors describing specific issues. GM will notify the property owner via registered mail (return receipt requested) that the violation must be brought into compliance within thirty (30) days or less. If compliance is not obtained within the allotted time, HLRA may impose fines as established by the Board of Directors. Fines can be raised incrementally for continued non-compliance, and gate access device suspension may be enacted. HLRA shall have the authority to file a lien against said property for non-payment of fines.
- b) In cases of extreme neglect and refusal to bring structure into compliance, the HLRA GM, Board of Directors and HLRA Security Department are the recognized authorities in determining if the said structure is unsafe and/or uninhabitable. In order to make this determination, the above-mentioned authorities shall have the right to access the property. The owner or occupant of any such lot agree, by purchase of/or occupancy thereof, that the authorities shall not be liable, in trespass or otherwise, in accessing said lot.
- c) The owner of any structure that has been deemed unsafe and/or uninhabitable by the above authorities shall be notified via registered mail (return receipt requested) of said determination. The owner of said property will have thirty (30) days to bring the structure into compliance or present a detailed plan with timelines of how structure will be brought into compliance. If property owner fails to bring structure into compliance, or does not meet the proposed plans or timelines for bringing structure into compliance, HLRA shall have the right to proceed with remediation of said structure, following all applicable laws and procedures of Texas State Law. Any cost incurred by HLRA in the remediation of a structure shall be borne the owner of said property, in the form of a lien against the property. (Revised 12/2018)

- J. **Personal Vehicle Compliances** – The term “motorized vehicle” used herein shall refer to any two or more wheeled motorized vehicles. These include but are not limited to; cars, trucks, motorcycles, vans, golf carts, all-terrain-vehicles (ATV). ANY PERSON OPERATING A LICENSED MOTOR VEHICLE ON HLRA ROADS MUST HAVE A VALID STATE ISSUED DRIVER’S LICENSE. (REV. 06/17/2014)

1) Licensed Motorized Vehicles – cars, trucks, motorcycles, vans

- a) All traffic signs must be observed and access/entrance gates must be used.
- b) Any motorized vehicle or trailer left abandoned on or along the roadway or common areas longer than two (2) days (48 hours) will be towed, at owner’s expense, in the accordance with the laws of the State of Texas.
- c) In all common areas, park vehicles in designed areas only.
- d) Owners shall provide appropriate parking on their property for personal motorized vehicles. Parking area options include;

- 1) A substrate of concrete, asphalt or gravel.
 - 2) Or, motorized vehicles must be behind the plane of the front of the house.
 - e) Motorized vehicles found to be a nuisance are prohibited from use. Including but not limited to causing loud noises and/or air pollution.
 - f) Any Security Officer can stop any vehicle to determine the identification of all occupants.
 - g) Off-road driving is prohibited within Holly Lake Ranch. Exceptions are limited for golf carts not having aggressive tread
 - h) Riding on any trailer, watercraft or other vehicle being towed on the roadway is prohibited.
 - i) Riding in the back of a pickup truck is prohibited on HLRA Roadways, unless the tailgate is closed and all parties are seated in the bed of the pickup truck. (G. H. I. added in 2017)
2. **Unlicensed Motorized Vehicles – golf carts, all-terrain-vehicles (ATV).**
- a) License Requirements;
 - 1) Any operator of a UTV or ATV must possess a valid state driver’s license in accordance with the Texas Transportation Code.
 - 2) Any Operator of a golf cart must
 - (a) Possess a valid driver’s license, or be at least
 - (b) 14 years of age AND have a person possessing a state driver’s license over 18 in the front seat and be able to assume immediate control of the vehicle.
 - (c) All traffic signs must be observed.
 - (d) Must yield to all licensed motorized vehicles.
 - (e) Go carts are prohibited.
 - (f) All occupants must be seated. Standing is prohibited.
 - (g) Equipment requirements:
 - (1) All motorized vehicles with combustion engines must be equipped with an unmodified street legal muffler with an adequate spark arrester/exhaust system.
 - (2) All vehicles, including golf carts driving on streets must be equipped with a rearview mirror.
 - (h) Sunset to Sunrise
 - (1) Must be equipped with headlights and red taillights.
 - (2) ATV’s are prohibited from being operated after dark unless they have headlights, taillights, brake lights, and adequate noise suppression. (Rev. 01/2014)
 - (3) ATV’s are prohibited from being operated from 10:00 pm to 6:00 am. (Added in 2017)
 - (i) Hazardous driving is prohibited.
 - (j) Chasing or otherwise harassing any form of wildlife is prohibited by State Law and is punishable by fine.
 - (k) Drivers found to be unsafe can be prohibited from driving by Security Office.
3. **Parking Recreational Vehicles, Travel, Watercraft and Utility Trailers**
- a) All Recreational Vehicles, Travel, Watercraft and Utility Trailers must be parked on approved pads, or parked behind the plane of the front of the residence.

- 1) Gravel, concrete and/or asphalt are approved substrates for parking. Thickness should easily accommodate the relative weight of the item.
- 4. Commercial Vehicles**
- a) Vehicles over two (2) tons carrying capacity are prohibited from parking on or in front of any property for more than twenty-four (24) hours.
 - b) Delivery vehicles are only exempt for purposes of delivery.
 - c) Moving or relocation trucks/vans are only exempt for loading/unloading purposes.
- K. Personal Sign Compliances – Property Owners are permitted to display nationally recognized holiday, religious or heritage remembrance signs and decorations at the discretion of HLRA.**
1. **Hand-Made and Hand Written signs** are PROHIBITED.
 2. **Commercial Signs**, other than real estate, are prohibited.
 3. **Residence Identification Signs**
 - a) **Acceptable Criteria**
 - 1) One (1) permanent sign per residence.
 - 2) Size not to exceed four (4) feet x four (4) feet. (Rev. 01/2014)
 - 3) Name of owner/resident.
 - 4) Lot, section numbers, 911 addresses which must be visible from street.
 - 5) Logos/slogans.
 - 6) Proper maintenance is mandatory.
 - b) **Prohibited Criteria** includes but not limited to:
 - 1) Obscene or derogatory remarks.
 - 2) Commercial content; builder/contractor, realtor, words implying commercial activity.
 4. **Dock Signs** denoting private property are acceptable.
 5. **Residential for Sale/For Rent Signs** are permitted if made professionally.
Only one (1) sign per side of residence
 - a) Size not exceed twenty-four (24") by thirty-six (36") inches
Display on or not more than three (3') feet from the dwelling
 - b) Boat dock may post one (1) "For Sale" sign
 - c) For Sale signs are prohibited on vacant lots. (Rev. 04/2020)
 6. **Political Signs**
 - a) Local, county, state and/or national candidate signs may be posted on private property ONLY. In accordance with current State and Federal Laws. Political Signs may be posted 90 days prior to an election and must be remove no later than 10 days after the election. (Added in 2017)
 7. **Specialized Personal Signs**
 - a) Maximum size is eighteen inches (18") by twenty-four inches (24")
 - b) One sign per residence.
 - c) Prohibited on lots without dwellings except for owner's identification.
 8. **Vehicle Sale Signs** include but are not limited to; automobiles, golf carts, motorcycles, ATVs and/or boats.

- a) Signs can be posted/displayed on the unit for a maximum of three (3) weeks and removed at the end of the three (3) week period.
 - b) Members may sell a maximum of two (2) of their combined private vehicles in any given year.
 - c) Repetitive selling of any kind is prohibited and will be considered commercial and fined accordingly.
9. **Event Signs and Banners** must be made professionally and have HLRA approval. These include but are not limited to; Building Permits, Estate, Garage Sales, and miscellaneous Special Events.
- a) Estate/Garage Sale Signs and pre-formatted insert must be obtained from HLRA office for a refundable \$10.00 (ten) deposit.
 - 1) Must be permitted by the HLRA Administration.
 - 2) Signs may be posted seventy-two (72) hours prior to the event and removed within twenty-four (24) hours of the event.
 - b) HLRA approved Building Permit must be prominently displayed to provide visibility for both Security Officers and contractors.
10. **Displaying the United States and Texas Flag.** While displaying the United States flag it shall be displayed in accordance with 4 U.S.C. Sections 5-10 and while displaying the Texas State Flag shall be in accordance with Chapter 3100 of the Government Code. Flags and flagpoles must be maintained. (Added in 2017)

L. Community Notices

1. Bulletin Boards

- a) Bulletin Boards display details of general interest news, events, services, and/or activities.
 - 1) Sponsoring person(s) and/or organization(s) must remove the announcement(s) within forty-eight (48) hours after the event.
 - 2) Notices larger than 8.5x11" are prohibited.
 - 3) A Security Officer will remove all posted announcements on the 1st day and 16th day every month.
 - 4) Commercial advertising will be removed and destroyed.

2. Announcements

- a) Events/meetings are posted at HLRA Entry Displays near Security Gates. All notices must have Administrations approval. (Rev. 04/2020)
- b) Daily announcements are created and distributed by the HLRA Administration Office.
- c) Weekly Email Notifications are created and distributed by the HLRA Administration Office.

3. Monthly Statements

- a) Inserts approved by HLRA

4. Newsletters

- a) HLRA composed and printed

5. Internet

- a) www.hollylakeinfo.com

M. Garbage Pick Up – All residents are required to use and pay for garbage pickup service, regardless of the time they spend at the property.

1. Fee

- a) The garbage fee is included in the HLRA Monthly Maintenance Dues billed to every residence.

2. Delinquent Dues

- a) HLRA can/will seize the resident's Garbage Can when the members account is delinquent by 90 days.
 - 1) The Garbage Can will be returned to resident with a \$15.00 surcharge when the HLRA Dues are current and all fines and assessments are paid. (Added in 2017) (Rev. 04/2020)

3. Mandatory Use of Provided Receptacle

- a) Garbage is to be bagged, tied and placed in the provided Garbage Can or it will NOT BE PICKED UP.

4. Garbage Day Schedule

- a) Garbage must be on the street side by 7:00 AM.
- b) Place Garbage Can(s) street side the night prior to scheduled pick up when possible.
- c) Garbage Can(s) MUST be put back near dwelling within twenty-four (24) hours of garbage pickup. Arrangements for trash can placement (s) can be made by contacting HLRA Association office. (Rev. 01/2014)
- d) Part-time residents should make appropriate arrangements to have the can(s) put back near residences.
- e) Special pick-ups – The current Garbage Company allows for a monthly bulk pick up on the first Friday of the month. Members need to call the Administration office to schedule a bulk pick up.
- f) Roll off Dumpsters – All roll off dumpsters must be rented from the current Garbage company. Please contact HLRA Administration for more information.

N. Animal Control Compliances

- 1. **Limit** – currently there is no limit as to the number of adult dogs or adult cats residing in a household.
- 2. **Leash** – All dogs at Holly Lake Ranch must be kept on a physical leash whenever they are off their owner's property or the property where the pet's owner is staying as a Guest. The dog handler must have control of the dog.
- 3. **Rabies Vaccinations** are required for all dogs, cats and other warm-blooded pets.
- 4. **All dogs shall be tagged** with the owner's name and telephone number (preferred), a vaccination tag with vet contact information and/or implanted chip. If a pet is picked up by a Security Officer and has a tag with the owner's name and contact information a courtesy call will be immediately made in order for the owner to come and secure their pet. If the tag only has the vet information, the pet's owner will be contacted as soon as the contact information is acquired by the Security Department and a \$15.00 fine will be assessed.

There will also be a \$15.00 fine for untagged pets that are claimed by the pet's owner, plus boarding fee, if applicable. All Fees and fines will be paid through the Holly Lake Ranch Association Administration Office. (Revised 12/2018)

5. **Sanitation Control** – When walking the animal way from the home lot, owners shall carry a “poop scoop and container (such as a zip-lock bag). Owner shall make certain that no deposits are left in any other homeowner’s yard, in any park, along roadway, path or the golf course.
6. **Running at Large** – it is prohibited for any domestic animal to run at large. The HLRA Security Department is authorized to impound such animals found to be running at large.
7. **Impoundment** – The following animals may be impounded:
 - a) Any pet allowed running at large.
 - b) Any animal that has bitten a human being or which exhibits unusually vicious behavior shall be turned over to Wood County for disposition.
 - c) Notifications of any/all animal(s) picked up by a Security Officer can be obtained by contacting the Security Office.
 - d) If an overnight stay is required in the HLRA kennel, the pet’s owner will be charged a kennel fee of \$35.00 for the first night. After the first night the rate will be \$50.00 per night. For HLRA property owners there will be no charge for holding pets for less than 8 hours, not to exceed 2 times in a 12-month period. (Rev. 04/2020)
 - e) In all cases involving the exchange of pets from kennel to the owner, the Security Department must be contacted and the exchange documented with all relevant information.
 - f) All fees will be paid through Holly Lake Ranch Association Administration Office. (Revised 12/2018)
8. **Animals NOT belonging to HLRA members**
 - a) That are found on HLRA property and having a tag or implanted chip will be processed into our kennel and the Security Department will attempt to contact the pet’s owner for retrieval. If the animal is not claimed within 72 hours, it will be subject to removal from the kennel at the earliest practical date per the guideline of HLRA and/or the Holly Lake Ranch Dog Shelter Association. If the animal is claimed normal kennel fees will apply. (Rev. 04/2020)
 - b) Animals which are not tagged and are not chipped are assumed to NOT BELONG TO HLRA RESIDENTS. It will be assumed that the animals not chipped or tagged have wandered onto HLRA property, and belong to someone off the Ranch, or that they have been abandoned on HLRA property. These animals will be initially taken to the HLRA kennel but are subject to removal from the kennel at the earliest practical date per the guidelines of the HLRA and/or the Holly Lake Dog Shelter Association. (revised 12/2018) If the animal is claimed normal kennel fees will apply. (Rev. 04/2020)

O. HLRA Amenities

1. General Compliances

- a) Only Members “in good standing” (which includes being current with dues and no outstanding citations) and their Guest(s) will be allowed to use any recreational facilities.
 - 1) Members “not in good standing” and who continue to use such facilities shall be subject to the Criminal Trespass laws of the State of Texas.
 - b) All HLRA amenities are to be used at your own risk.
 - c) HLRA and its employees are not responsible for any/all thefts, accidents or injuries for any person(s) utilizing HLRA amenities.
 - d) Smoking is prohibited in all HLRA Buildings.
 - e) Swimming and/or fishing in the golf course lakes are prohibited.
 - f) Bathing attire is prohibited in the Lodge, Hall, Holly House or other Association buildings.
 - g) Pet are prohibited in all publicly used building, in/around pools/beaches, and/or on the golf course. (Excluding service animals) (Rev. 04/2020)
 - h) Sleeping in any HLRA facility is prohibited.
 - i) Discharging of fireworks is strictly prohibited.
 - j) Discharging of firearms, including BB & pellet guns is strictly prohibited (Excluding the Gun Range).
 - k) Picnicking is permitted only in specified areas.
 - l) Parking, fishing, or swimming along any dam within Holly Lake Ranch is prohibited.
 - m) When using the Recreational Areas between 12:00 midnight and sunrise, a written consent from HLRA is mandatory. Written consent must be on hand while utilizing these facilities. Use without consent after hours, shall be subject to the State of Texas Criminal Trespass laws.
 - n) Sundown Bayou and Point Park are for day use only. Persons using either of these amenities during non-approved hours must have written permission from the HLRA General Manager. (Added in 2017)
- 2. Watercraft Compliances**
- a) All watercraft including but not limited to boats, jet skis etc. operating on all lakes are subject to Texas Park and Wildlife (TP&W) laws.
 - b) Property Owners other than lakefront, are prohibited from mooring personal watercraft or boats overnight without written permission of The Association.
 - c) Boating, Jet skiing, wake boarding or skiing is at your own risk.
 - d) Persons under sixteen years (16) of age are prohibited from operating a boat or personal watercraft unless accompanied by a person eighteen (18) years of age or older. A boat operator between thirteen years (13) and sixteen years (16) must have passed a TP&W boater’s educational course. A successful completion of the TP&W approved boater education course is required for any person born after 9/1/1984 to operate on Texas public water using either a 10HP or greater powered vessel or a wind-blown vessel over fourteen (14’) feet.
 - e) Watercraft must maintain a fifty (50’) foot distance from; other vessels, docks, shorelines, platforms and/or objects except at slow idle speed. (Rev. 2/2017)
 - f) Glass containers are prohibited from public docks, shorelines and park areas.
 - g) It is prohibited to operate any/all watercraft while intoxicated.

- h) Possession or consumption of alcohol by minors is prohibited by law and subject to arrest.
 - i) Navigational lights are mandatory from dusk to dawn.
 - j) Security Officer(s) may insist person(s) leave the lake if watercraft is being operated in an unsafe manner.
 - k) All watercrafts are subject to inspection upon entering property. (Rev. 01/2014)
3. **Lake vegetation treatment and/or removal by Homeowner;**
- a) Mandatory compliance with a local, state, and federal regulations.
 - b) Lake biologist must be notified prior to treatment(s);
Targeted area(s), vegetation, and chemical(s)
 - c) Elimination vegetation from around dock requires a complete removal, drying and discarding it. Fragmentation spreads the growth vegetation in water.
4. **Fishing**
- a) Trotlines, jug lines, or unattended fishing is prohibited.
 - b) Fishing is prohibited in the designated swimming areas or the golf course lakes.
 - c) Fishing licenses are not required. Exception: A Texas Fishing License is required on Big Sandy Creek.
 - d) Notice of rules pertaining to size and limits are posted at the lakes.
 - e) Security Officers may check live wells, stringers, etc. to enforce limits. Fish found over the limit (size and quantity) will result in a citation.
 - f) Civil restitution based on the current Texas Parks & Wildlife scale will be charged for all illegal fish not being able to be released alive and healthy.
5. **West Side Amenities**
- a) Paved Walking Trail
 - b) Holly Hall Meeting Room – Call HLRA for rental information
 - c) Holly Hut Meeting Room – Call HLRA for rental information (Rev. 04/2020)
 - d) Holly House Meeting Room – Call HLRA for rental information
 - e) Holly Picnic Pavilion – Picnic tables and grills are available on a first come first served basis. Parties of fifteen (15) or more may make a reservation through HLRA Administration. (Rev. 04/2020)
 - f) Nature Trail
 - g) Open-air Worship area
 - h) Picnic Tables
 - i) Playground
 - j) Equipment for Amenities listed below can be borrowed/rented from Holly Hut or West Side Pool when open. Otherwise the equipment is available from the Activity Center on the East Side. (Rev. 04/2020) All rental equipment must be returned in good condition. The user will pay for any damages caused, other than normal wear.
 - 1) Canoes, paddle boats, life jackets are available for rent.
 - 2) Deposits will be forfeited to cover extensive damage. The borrower is required to cover costs greater than the deposit.
 - 3) Swim and fishing products are for sale at the Holly Hut store.
 - k) Mini Golf
 - l) Frisbee Golf (Rev. 04/2020)

- m) Sand Volleyball
- n) Horseshoes
- o) Checkers
- p) Holly Lake
 - 1) Swimming to/from rental craft is prohibited.
 - 2) Watercraft motors are limited to 10HP or less.
 - 3) Skiing is prohibited.
- q) Holly Lake Fishing Dock
- r) Holly Lake Sandy Swimming Beach
 - 1) Swim in specified lake area only.
 - 2) Appropriate swimwear must be worn.
- s) Swimming Pool (Capacity – 75) with Public Restrooms
 - 1) Pool attendant must be present to use pool, unless approved by the Association.
 - 2) Diving is prohibited.
 - 3) All swimmers must wear proper attire.
 - 4) Children fourteen (14) years and under must be accompanied by an adult.
 - 5) All glass containers/objects are prohibited in the pool area.
 - 6) **After swimming in lake, shower is required to use pool.**
- t) Holly Pool Hall
 - 1) Access Key may be obtained from Administration Office or Security Office after business hours.
 - 2) Valid state issued driver's license or ID is required. (Rev. 04/2020)
 - 3) Use is restricted to a maximum of two (2) hours.
 - 4) Smoking is prohibited.
 - 5) An adult must accompany persons under the age of eighteen (18). (Rev. 04/2020)
- u) Holly Fitness Center
 - 1) Patrons must complete a medical waiver and file with HLRA to activate gate card(s) for access.
 - 2) Access requires Security Gate access car/clicker to enter.
 - 3) Patrons are required to sign in when using facility. (Rev. 01/2014)
 - 4) Items prohibited include: alcohol, tobacco products, personal radios, CD and Tape players. Audio equipment can be used with ear buds or headphones.
 - 5) Children under the age of twelve (12) are prohibited.
 - 6) An Adult must accompany person under the age of eighteen (18).
- v) Lighted Tennis/Pickleball Courts
 - 1) Tennis/Pickleball Courts are intended for only tennis/pickleball activities.
 - 2) Bikes, Skates, Rollerblades, Skateboards, Stick hockey, Soccer, etc. are prohibited.
 - 3) All tennis/pickleball players must wear Tennis/Pickleball Footwear. No street shoes.
 - 4) West Side Courts are on a first come first serve basis except for Scheduled Events and Tennis/Pickleball Leagues (See Holly Lake Ranch Website for current schedule).
 - 5) East Side Courts are on a first come first served basis.
 - 6) Tennis/Pickleball players should limit play to two (2) hours when all courts are full and other players are waiting to play.

- 7) Reserving several courts for a group not associated with HLRA Tennis/Pickleball Association, need to schedule usage through the HLRA Tennis/Pickleball Association Officers. (Rev. 04/2020)

6. East Side Amenities

- a) Timeshare condominiums and cabins are available for rent to HLRA Members. Timeshare amenities are available for use by HLRA Members. For activity information, visit the Activity Center located prior to the first stop sign after HLRA gate entry.
- b) Greenbriar Lake
 - 1) Watercraft must operate in counter clockwise, only.
 - 2) "No Wake" zones must be observed and any/all damage caused by the wake is the responsibility of the watercraft owner/operator.
 - 3) Water skiing, jet skis, or similar activities must cease thirty (30) minutes after sunset and may resume one (1) hour after sunrise. Fishing only is allowed during nighttime hours with approved navigational lighting. (Rev. 01/2014)
 - 4) At Greenbriar dock, mooring, fishing, swimming and loitering is prohibited. The dock is only for loading and unloading watercraft.
 - 5) Fishing Club Deck is available for parties or reunions. Parties of fifteen (15) or more may make a reservation through HLRA Administration. (Rev. 04/2020)
- c) Golf – The Golf Professional is an agent of the Association and has full authority and responsibility to enforce the following HLRA Rules and Regulations.
 - 1) Current Greens Fees and Membership Fees are posted at the Pro Shop. The HLRA Board of Directors establishes these fees. All property owners, visitors and/or guests will be charged applicable fees for use of this golf facility.
 - 2) All players must register in the Pro Shop prior to starting play.
 - 3) All players shall use appropriate golf etiquette when using the golf facility.
 - 4) All players must wear appropriate golf attire while playing the course or using the practice facilities. Tank tops, cut-off shorts and swimwear are not allowed while using the golf facility.
 - 5) Smooth-soled athletic shoes or golf shoes with soft spikes are only footwear allowed on the greens.
 - 6) Each player must have their own set of clubs, including a bag and a putter. Sharing a single set of clubs between multiple players is not allowed on the course. Rental sets are available in the Pro Shop.
 - 7) Diving or dragging lakes for golf balls is prohibited.
 - 8) If space on the course allows, slower groups should let faster groups play through.
 - 9) All players must obey cart path signs throughout the course.
 - 10) Only licensed drivers are allowed to procure the use of the course's rental cart fleet.
 - 11) A maximum of two players and two bags are allowed per golf course's rental carts.
 - 12) Privately owned carts used on the course must be in proper running order and have turf approved tires.
 - 13) Privately owned carts are required to pay the appropriate trail fee before using their carts on the course.
 - 14) All carts are to be kept on the cart paths around all tee boxes and greens.

- 15) Players age 12 and under must be accompanied by an adult age 18 or older while using the golf facility.
- 16) Range balls may only be used on the range and practice greens. They may not be taken and used on the golf course.
- 17) The range and practice greens shall only be open when the course is open, or when so designated by the Golf Professional.
- 18) The entire golf facility is closed on Tuesday, except for special events.
- 19) Any player violating any of the rules listed, and / or causing intentional damage to the facility may have their use of this amenity suspended. Any suspensions and lengths thereof are determined by the Golf Professional and the HLRA Board.

7. Section Three Amenities

- a) **Swimming Pool (Capacity – 25) with Public Restroom**
 - 1) Pool attendant must be present to use pool, unless approved by the Association.
 - 2) Diving is prohibited.
 - 3) All swimmers must wear proper attire.
 - 4) Children fourteen (14) years and under must be accompanied by an adult.
 - 5) All glass containers/objects are prohibited in the pool area.
- b) **Covered Pavilion**
 - 1) Picnic tables and grills are available on a first come first served basis.
- c) **Play Ground**
 - 1) **Prohibited Acts/Conditions that:**
 - (a) Unreasonably interfere with any individual's enjoyments on property.
 - (b) Impair the condition or enjoyment of common/private property.
 - (c) Persistently are obnoxious, or are an affront to public decency and/or order.

8. Gun Range Policies

- a) **General Compliances**
 - 1) Neither the HLRA nor HLRA Employees shall be held responsible for theft(s) and/or accident(s).
 - 2) Gun Range Rules are posted at the Range and must be followed. Use Gun Range at your own risk.
 - 3) Access may be denied by Security Officer or Gun Range Officer if;
 - (a) Person(s) are unsafely handling firearm(s)
 - (b) Person(s) are suspected to be under the influence of alcohol, legal or illegal drugs.
- b) **Inspection of firearms and/or ammunition**
 - 1) The Security Office or Range Officer may inspect firearms and/or ammunition and ban their use if items are deemed unsafe or in poor working order.
 - 2) Violators will be asked to leave.
 - 3) It is the duty and responsibility for everyone to report to the Security Office all infractions of the Gun Range Rules.
- c) **Overall Requirements**
 - 1) **Range Initiation Course**

- (a) All person(s) requesting use of the Gun Range must attend and pass a Range Initiation Course given by approved HLRA Officer
- 2) A Gun Range Pass with photo ID will be issued upon completion of the course.
- 3) Waiver of Understanding – All Gun Range users are required to sign a waiver stating their understanding of all rules and their responsibility for any/all damages caused by them or their party.
- d) Age Requirements
 - 1) All persons under twenty-one (21) years of age (Underage Person) must be accompanied by a person twenty-one (21) years of age or older (Adult Person).
 - 2) All responsible persons may be required to show proof of age to Security Officer or Range Officer.
 - 3) All Responsible persons must remain on the Firing Line with the Underage Person and remain in complete control of the Underage Person with his/her firearm.
 - 4) Persons under fourteen (14) years of age may ONLY fire a RIFLE, never a handgun.
- e) Range Officer
 - 1) A person who has successfully completed the Holly Lake Range Initiation Course and has demonstrated to the Chief of Security;
 - (a) His/her proficiency with a variety of firearm types and actions.
 - (b) His/her proficiency with the Gun Range equipment.
 - (c) He/she possesses the qualities required for responsible firearm handling.
- f) Access Key
 - 1) Access Key is only issued to person(s) with Gun Range Pass.
 - (a) Key will be issued to one party for a maximum of two (2) hours.
 - (b) Any person(s) without Gun Range Access key will be considered as trespassers.
 - 2) Reservations are made through the Security Office. A refundable deposit may be required except for fulltime, HLRA Residents.
 - 3) Prior to leaving Gun Range,
 - (a) UNLOAD firearm(s)
 - (b) Use “trash” and “fired brass” cans to clean up after each use of Gun Range.
 - (c) Pick up all brass in the range and forward of the firing line to the range doorway.
 - (d) Lock door and return Key to HLRA Security Office.
- g) Firearm(s) Specifications
 - 1) All firearms brought into the Range must;
 - (a) Be completely unloaded.
 - (b) Be carried with the action open and muzzle pointed in safe direction or enclosed in a case, kit, holster, etc.
 - 2) ONLY Rifle(s) and Pistol(s) are permitted.
 - (a) Prohibited Firearms includes but not limited to: shotguns, shot-shells, fully automatic firearms, (machine guns)
 - (b) Prohibited Ammunitions includes but not limited to: incendiary, phosphorus or tracer, armor-piercing or steel core ammunition.
- h) Target(s) must be mounted on Target Frame, only.
 - 1) Only paper or cardboard targets can be used.

- 2) Targets are to be mounted on the supplied target frame only.
- 3) It is strictly prohibited to fire at walls, Target Frame, signs or any other object (examples include; cans, bottles).
- i) Shooting and Firing Line Requirements
 - 1) Always wear eye and hearing protection when firing.
 - 2) Firing Line is the painted red box on the floor.
 - 3) Only aimed fire using the sighting devices on the firearm is permitted.
 - 4) It is prohibited to use so-called snap, quick draw, hip and all uncontrolled, un-aimed rapid fire.
 - 5) Loading/Unloading Firearm(s);
 - (a) Firearms will only be loaded at the firing line.
 - (b) Shooters must load and unload their firearms.
 - (c) LOADED firearm(s) MUST NEVER be handed to another person.
 - 6) Any/all broken equipment down-range from the Firing Line must be reported to Security Office.
 - 7) All persons must remain behind the Firing Line unless/until:
 - (a) The Target falls off the Target Frame.
 - (b) Retrieval of "fired" brass after shooting is complete.
 - 8) Prior to going downrange from Firing Line:
 - (a) First, clear and remove all firearms from Firing Line.
 - (b) All firearms must remain unhandled if anyone is down-range from Firing Line.

9. Holly Lake Air Park Policies

- a) The Airpark and runways are for fixed wing aircraft only. All other aircraft including helicopters and para-gliders are prohibited except for Emergency or Care flight Helicopter.
- b) The Airpark is solely for the enjoyment of HLRA Members and is for recreational use. All commercial activity is prohibited at the Airpark at any time.
- c) A sign in the Airpark designates locations for aircraft parking.
 - 1) Any Holly Lake Property owner is permitted to park aircraft for seven (7) consecutive days or less. After seven days, the aircraft must be removed for a minimum of forty-eight (48) hours before returning to the Airpark.
 - 2) The aircraft designated parking area is located at the northwest end of the runway or in any hanger located on lots 1-13 in the Airpark.
 - 3) Access to the runway is only permitted from the designated parking area or from the hangers located on lots 1-13.
 - 4) Vehicular admittance to the aircraft parking area is permitted only through the Security Gate located off of FM 2869. Security Office must be notified 30 minutes prior to requested access to unlock the Security Gate. Vehicles must be parked at the Northwest corner, near entry on FM 2869.
- d) Access in and out of Airpark is only permitted through authorized entries as approved by the Board of Directors. All other access from property off Holly Lake Ranch is strictly prohibited.

P. Construction Compliance – See ACC Guidelines

1. Remedies for non-compliance of ACC Guidelines follow:

- a) Written notice will be submitted to the Ranch General Manager or Board of Directors reporting violation(s) of Restriction(s), construction, material, location or other issues. General Manager will notify the property owner via registered mail (return receipt requested) or in person that the violation(s) must be brought into compliance within thirty (30) days or less at the discretion of the ACC and General Manager.
- b) If compliance is not attained within the allotted time, HLRA may impose fines as established by the HLRA General Manager and Board of Directors. Fines can be raised incrementally for continued non-compliance and Access Device(s) suspension may be enacted (Revised 4/2013). HLRA shall have the authority to file a lien against said property form non-payment of fines. HLRA may obtain a court injunction to halt construction until compliance is attained.
- c) Where there is a violating structure, the ACC or their agent, in accordance with subdivision restrictions, shall have the right and authority to enter property, to disassemble structure and store building materials on the premises or elsewhere at the discretion of the ACC and HLRA General Manager. The owner or occupant of any such lot agree, by purchase or occupancy thereof, that the ACC or its agent shall not be liable, in trespass or otherwise, in entering said lot and disassembling such structure. (Added in 2017)

Q. Security Compliances

1. Access Devices

- a) Property owners and Holiday Inn Club Vacations Members and renters may receive Security Gate access devices at the HLRA Administration office. Damaged and/or lost devices may be replaced at a cost established by the Board.
- b) A fee set by the Board will be charged for additional Security Gate access devices.
- c) Security Gate access devices are for Members and Renters in good standing, approved employees **only, and are not transferable**. If access devices are found in possession of unauthorized person, a fine may be assessed and access device may be deactivated. (Rev. 04/2020)
- d) Number of access devices equals the number of registered or insured vehicles owned by the respective member.
- e) Failure to pay Membership dues, fees, and/or citations will result in temporary or permanent suspension of Membership rights, including the convenience of valid Security Gate access devices. A reactivation fee of \$20.00 will be assessed for first offence reactivation. Additional fines will be assessed for repeat violations. (Rev. 04/2020)
- f) Licensed realtors (who are not HLRA Members) **must** provide Driver's and Real Estate Licenses to Security Office to gain access within HLRA. Access will be granted to nonmember Realtors for showing property only. (Rev. 04/2020)

2. Officer Authority

- a) Security Officer(s) Entering Property

- 1) In the event it is suspected that a Member or their Guest is in violation of HLRA Rules and Regulations, Subdivision Restrictions or ACC Guidelines HLRA or their agent may enter said property to correct the violation or to require that the violation be corrected.
 - b) Security Officers Authority to Stop and ID and Issue Directives
 - 1) Upon Security Department Officer's request, all persons, within Holly Lake Ranch, must stop and provide a valid Driver's License or other form of ID.
 - 2) Failure to do so will result in suspension and/or fine.
 - 3) Persons occupying any HLRA common area must submit to any lawful order given by any Security Department Officer.
 - 4) Disputes shall be directed to the Board of Directors.
- 3. Violation Penalties**
- a) Any rule or regulation violation shall be grounds for Security Dept. to issue citation.
 - b) Citations can result in a fine and/or suspension of services, including permanent suspension of specific Membership rights and/or services, including but not limited to, the right to drive a specified vehicle or type of vehicle on the Ranch
 - c) Damage to Security Gates and opening equipment, will result in a fine plus a minimum \$200.00 repair charge. (Revised 12/2018)
 - d) Anyone caught littering will be cited and will also be responsible for cleanup.
 - e) The Golf Pro, staff or a Security Officer may address golfing rule violations.
 - f) In the case of persons under the age of eighteen (18), notices of any violation may (and in cases of traffic violations, normally will) be sent to the parent or guardian.
 - g) Persons demonstrating an inability to conduct themselves in a reasonable and responsible manner may be banned from entering HLRA property for a specified time.
 - 1) Members falling into this category may only travel directly to/from the Security Gate to their respective property. If found in violation of this banishment, they will be charged with Criminal Trespass in accordance with Texas Laws.
 - h) Upon being charged with a violation of the Rules & Regulations, Bylaws or Subdivision Restrictions and/or circumstances that threaten the safety of life or property, alleged violators will choose to plead Guilty, Not Guilty, or No Contest. The Board of Directors will hear the objection of a non-guilty plea presented by the alleged violator.
- 4. Disciplinary Procedures for Requesting A Hearing**
- a) The Disciplinary Committee has five (5) Members of the HLRA Board of Directors or an appointed Disciplinary Committee and the General Manager of the Association.
 - b) Upon a request via the General Manager, the Board of Directors shall conduct hearings to charges of violations of any published:
 - 1) HLRA Rules and Regulations or ACC Guidelines
 - 2) Bylaws or Subdivision Restrictions
 - 3) And/or circumstances that threaten the safety of life or property of anyone inside the Security Gate of Holly Lake Ranch
 - c) If any Member's child, Guest or tenant is charged with violation of the above provisions, such responsible Member and/or tenant shall;
 - 1) Be notified in writing of such alleged violation.

- 2) Be given notice of any hearing not less than seven (7) days or no more than twenty (20) days.
 - 3) Be given the right to have counsel present.
- d) If after proper notice of the hearing has been given and the defendant(s) fails to appear before the committee (without a valid excuse), the case will be decided on the available information.
- 1) Such Member shall have the right to file a written appeal to the Disciplinary Committee.
 - 2) This appeal shall be made within twenty (20) days after the decision has been rendered.
 - 3) The Board of Directors shall review the minutes and the decision of the Committee, and receive any new information or evidence, as the Member desires to offer.
 - 4) The Member must submit the new evidence in writing to the Board of Directors at the time of the request for appeal.
 - 5) The Board of Directors will then notify the said Member of the date of the said hearing.
 - 6) After the Board has heard such appeal, it shall make a final ruling and the decision will be binding.
 - 7) After the hearing has been held and Board of Directors renders a guilty decision, the Committee shall have the right to suspend and revoke any or all privileges for a time, and/or levy the applicable fines.
 - 8) The Board of Directors reserves the right to provide for special exceptions at the Board's sole discretion.

R. Fines and Penalties – The following fines or other penalties are deemed necessary for the reduction or elimination of violations believed to threaten the security and safety of HLRA residents, property, grounds or amenities. We can assure Property Owners, Holiday Inn Club Vacation Members and Guests that all steps are being taken to provide streets, lakes and common areas that can be safely enjoyed by all. Any Texas Penal Code violations may be subject to criminal prosecution through the appropriate court.

All Fines will escalate by fifty (50%) present if the same offense is committed within ninety (90) days. If a violator fails to respond to the Holly Lake Ranch Association within ten (10) working days of the date of the violation and an additional charge of one hundred (\$100.00) dollars will be added for each citation. A penalty of one hundred (\$100.00) dollars will be assessed every thirty (30) days for nonpayment for each citation. (Rev. 04/2020)

1. Vehicular Violations

a) Speeding	
(1) A base fine (plus \$5 per mile over posted speed)	\$50.00
(2) Fail to Control Speed/Unsafe Speed	\$150.00
(3) Exhibition of Acceleration	\$250.00
(4) Racing or Contest of Speed	\$350.00
b) Failure to Stop at Stop Sign	
(1) Run Stop Sign via Golf Cart	\$25.00
(2) Run Stop Sign via Auto / Truck	\$50.00
(3) Run Stop Sign via 1 ton or greater Truck	\$200.00
c) Failure to Yield Right Way	\$150.00
(1) Slow Moving Vehicles must yield (i.e. Golf carts)	\$50.00
d) Passing	
(1) Passing School Bus while Loading/Unloading	\$350.00
(2) Unsafe Passing	\$150.00
e) Reckless Driving	\$300.00
f) Off Road Driving	\$150.00
g) Following too Close	\$200.00
h) Unsafe or Improper Turn	\$75.00
i) Inappropriate Parking	\$100.00
j) Defective Equipment (i.e. lights, etc.)	\$75.00
k) Improper Load or Failure to Secure Load	\$100.00
l) Unlicensed or non-permitted Driver	\$200.00
m) Failure to submit Identification	\$100.00

2. General Violations

a) Alcoholic Beverage and Smoking (in unauthorized areas)	\$50.00
b) Animal Control Compliance (plus kennel fees)	\$50.00
c) Community Nuisances	\$50.00 - \$350.00
(1) Abusive/Vulgar Language	
(2) Excessive Noise	
(3) Disorderly Conduct	
d) Construction Compliance	\$150.00
e) Curfew Violation	\$50.00
f) Discharge of Firearm or Fireworks	\$50.00 - \$150.00
g) Feeding Wildlife or Evidence of Feeder	\$100.00
h) Hunting	\$150.00
i) Littering (fine plus cleanup responsibility)	\$100.00
j) Outside Burning (triples during burn ban declaration)	\$50.00
k) Security Gates and Fences	
(1) Breaching boundaries or fence	\$100.00
(2) Tampering, defeating or attempting to defeat gates	\$100.00

(Revised 12/2018)

If gate is damaged an additional fine of \$200.00 will be added.

(Rev. 04/2020)

(3) Unauthorized use of Amenities (Added 04/2020)	\$100.00
l) Unauthorized Use or Loan of Gate Access Devices (Revised 12/2018)	
(1) First violation: Device will be confiscated and turned in to Administration and/or immediately be deactivate. Device-holder will be charged a \$20.00 re-activation fee.	\$20.00
(2) Second violation: If this occurs within three (3) years of first violation the devices will be deactivated for ninety (90) days and Device-holder will be charged a \$40.00 re-activation fee.	\$40.00
(3) Third violation: if this occurs within three (3) years of the second (2 nd) violation the device will be deactivated for one (1) year. The Device-holder will be charged a \$50.00 re-activation fee.	\$300.00
m) Theft of Services	\$100.00
n) Vending, Peddling or Soliciting	\$100.00
3. Personal Property Violations	
a) Building without an approved ACC permit (plus permit fee)	\$100.00
b) Cutting a live tree without a permit (Rev. 01/2014) per tree (Rev. 04/2020)	\$100.00
c) Dumping	\$100.00
d) Inoperable Vehicle	\$100.00
e) Late Fee for Maintenance Dues (every month)	\$25.00
f) Property Compliance	\$50.00 - \$100.00
(1) Maintenance	
(2) Storage	
(3) Lighting	
(4) Easement Obstruction (Added 04/2020)	
g) Personal Vehicle Compliance	\$100.00 - \$150.00
(1) Licensed/Unlicensed	
(2) Parking	
(3) Commercial	
(4) Inoperable Vehicles	
h) Sign Violation	\$100.00
i) Trash Accumulation and/or Illegal Brush	\$100.00
j) Unsightly Storage	\$100.00
4. Water Safety & Fishing Violations	
a) Possession of Oversized Fish (per fish)	\$50.00
b) Exceeding Daily Bag Limit (per fish over limit)	\$50.00
c) Trotline, Jug Lines, Seining, or unattended fishing	\$50.00
d) Failure to Observe No Wake Areas and/or 50 Foot Rule	\$100.00
e) Failure to Observe Counter Clockwise Skiing	\$100.00
f) Personal Flotation Device Violation	\$100.00
g) Failure to Display One Bright Light after Sunset	\$100.00

***Fine for other violations will be assessed at the discretion of the Board of Directors**

S. Glossary of Terms

1. **ACC** – Architectural Control Committee
2. **Curfew Hours** – means 11:00 pm to 6:00 am Sunday night through Thursday night and 12:00 am midnight to 6:00 am Friday through Saturday night.
3. **Emergency** – Means a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent bodily injury or loss of life or dealing with any type of emergency situation.
4. **GATE ACCESS DEVICES** – These include vehicle RFID Tags, Passes, Cards and Clickers
5. **HLRA and HLRA** – Holly Lake Ranch and Holly Lake Ranch Association
6. **Immediate Family** – Spouse, or domestic partner, parents, children (biological or legally adopted), siblings, grandparents and/or grandchildren. (Revised 12/2018)
7. **In-Good-Standing Member** – Dues are current and citations paid.
8. **Local Authority** – the third-party agent under contract to HLRA for the purposes of this regulation or Wood County Rabies Control Officer.
9. **Minor** – is any person under eighteen (18) years of age who has not been married or qualifies for disabilities of minority in accordance with Chapter 31 of the Texas Family Code.
10. **Motorized Vehicles** – any two (2) or more wheeled conveyance with an electric or combustible engine.
11. **Non-family Guest** – is anyone not related to the Member to at least the second degree.
12. **Nuisance** – something that generally causes harm or offense to people.
13. **Outbuilding** – a storage shed, other structure that is situated away from main building.
14. **Owner** – any person, Member or renter/lessee.
15. **Parent** – a person who is a natural or adoptive mother or father of a minor or court appointed guardian having the care and custody of a minor.
16. **Private Place** – any lot, residence or other type property or building with owners other than HLRA.
17. **Public Place** – Means any street, alley, highway, sidewalk, playground, park, building or other place (a) used by or (b) open to HLRA or Holiday Inn Members and legitimate Guests and owned, operated or leased by HLRA or Holiday Inn to another.
18. **Rabies Vaccination** – the vaccination of a dog, cat or other domestic animal with an anti-rabies vaccine approved by the US Dept. of Agriculture and administered by properly authorized personnel.
19. **Remain** – means to linger or stay unnecessarily or fail to leave the premises when requested to do so by a Security Officer or owner, operator, or other person in control of the premises.
20. **Running at Large** – not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal except when such animal is either on a leash or held in the hands of owner or keeper, or under the supervision of the owner. An animal not under restraint intruding upon the property of a person other than its owner shall be termed “running at large”.
21. **Holiday Inn Club Vacations** – Name of current Developer of HLRA and offers Timeshare opportunities.

22. **Stray Animal** – any animal for which there is no identifiable owner.
23. **Timeshare** – is a Holiday Inn Club Vacations entity with their business offices located near the East side front entrance and having their timeshare condos and cabins and recreational areas located inside the East Security Gate along Holly Trail East.
24. **Underage Drinking** – No person under the age of 21, shall possess or consume any alcoholic beverage on any common property of the Ranch, including streets, community buildings, lake, beaches, parks golf course and all other common HLRA properties.
25. **Unsightly Storage** – unpleasant to look at and/or unattractive in appearance.
26. **Vicious Animal** – Any individual animal of any species that has on a previous occasion or occasions, with provocations, attacked any person.
27. **Wildlife** – any animal that can normally be found in the wild state and not normally capable of being domesticated and any poisonous or dangerous reptile.

Holly Lake Ranch Association Rules and Regulations 04/2020

State of: Texas

County of: Wood


NOTARY PUBLIC, STATE OF TEXAS

Signed this 2 day of June, 2020.

HOLLY LAKE RANCH ASSOCIATION,
a Texas non-profit corporation by:



BELINDA FLOWERS, PRESIDENT



CHUCK BAHR, VICE PRESIDENT



MONICA MILBRADT, SECRETARY



DANNY OUIMET, TREASURER



DANNY JACKSON, ASSISTANT TREASURER

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, BELINDA FLOWERS, CHUCK BAHR, MONICA MILBRADT, DANNY OUIMET, DANNY JACKSON, THIS 2 day of June, 2020.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 day of June, 2020




Notary Public Signature

THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Wood County, Texas.

2020-00005426 vickyr
06/22/2020 01:34 PM




Kelley Price, County Clerk
Wood County, Texas

Notary Public, State of Texas

