

June 13, 2020

Minutes of Meeting between Doyle Lawyers and Ed Barron, GBRPA representative.

Conference Call between myself, Ms. Thea Clark and Gena Hartnett, attorneys with Doyle Law Firm, developing the By-Laws for Green Branch Ridge Preservation Association.

The purpose of the call was to address their response to our Committee's proposed changes to Ms. Thea Clark's first draft of the By Laws, and additional questions presented in our May 11<sup>th</sup> memo.

Ms. Clark asked if there were By-Laws for Phases One of the Subdivision, none., Do the by-Laws apply to both the old, sections 1-5 and the new sections to be developed? Yes.

Ms. Hartnett asked given the dues of the new sections are three times those of the original sections 1-5, have any of the new owners complained the merging? None we are aware of at this time.

Will we monitor the expenditures separately, No. Ms. Hartnett responded given I mentioned we are proposing the raise the older sections dues 20% annually to equalize the difference, she said we must give notice to all lot owners of the annual increases. Our Declarations require owner approval of each annual increase.

Ms. Hartnett said we must maintain a Registry of all lot owners and the mortgage owners. She indicated it is important to advise the appropriate mortgage company of any violation of the Declarations and any failure to pay the annual dues. She said that the Mortgage Co.s can add additional pressure to correct the violation given they don't want to jeopardize their investment.

If the original owner installs an asphalt drive, and fails to maintain it properly and the property goes up for sell, can the HOA require by adding a requirement in the sale contract that the drive be replaced with a concrete drive. Ms. Hartnett said we can require in the sell contract it be converted to a concrete drive. But we must give notice now.

Ms. Hartnett said the HOA can do waiver agreement between a current owner and the HOA to waive enforcement for a given period of time if the neighbors agree in writing.

Will the newly developed sections be subject to the Appeal Process? Ms. Hartnett responded yes.

I asked what besides the approval of the By-Laws and the Board members are required to formally transfer the GBRPA from the Beard Family Partnership the lot owners? Mr. Beard must by letter to each lot owner give notice of the transfer.

Can the Beard Family Partnership nominate the candidates for election to the initial Board, Yes.

Is a Mail-In Ballot legal for a formal voting on the By-Laws, Board Members and other business of the HOA. Ms. Hartnett responded Yes, Governor Abbott due to Cov-19 has authorized all Boards and Agencies to do so.

Does Mr. Beard as the Manager of Beard Family Partnership has the authority to vote all of his lots that have been officially platted subject to the same Declarations with the County.

Given we are less than a year from expiration of the present ten year period of the Declarations, can we as part of the upcoming mail-in ballot, extend the current Declarations another ten years? The answer is yes.

If Mr. Beard has 75 lots for example platted and of record reserve a place for a representative of the future sections on the Board? Ms. Hartnett responded yes.

Is it necessary for the seven Board member slots be represent of all the section of the subdivision, they answered no, but it is desirable.

In cases of litigation can the HOA be assured it will recoup all expenses from the lot owner? Ms Hartnett responded, in litigation cases, commonly HOAs ask for judgement, changes are yes they will get their money back, if the defendant knows before hand, you act in good faith to recoup attorney fees, and you have followed good procedures.

I asked if it is necessary to provide each lot owner with a copy of the Declarations by mail, they said no but for it is legal to make these documents available by email, also it would help if the HOA had a web site that contained these documents. Notices of violations of the Declarations should be by Certified Mail.