



Holly Lake Ranch Association  
Rules and Regulations

Dated: February 21, 2023

# Rules and Regulations

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

## Table of Contents

<b>A. Purpose .....</b>	<b>6</b>
<b>B. General Information .....</b>	<b>6-7</b>
1. Burning Outside	
2. Maximum Speed	
3. Alcoholic Beverages	
4. Smoking	
5. Designated Parking	
6. Damage Liability	
7. Vending, Peddling, Soliciting	
8. Tampering with Access Control Gates	
9. Entrances/exits	
10. Feeding of Any Wildlife	
11. Hunting	
12. Tampering, Hindering Activities	
13. ARA Guidelines, Subdivision Restrictions	
14. Commercial Type Activity	
15. Amenities Primary Purpose	
16. Sporting Equipment	
<b>C. HLRA Members Compliances .....</b>	<b>7-8</b>
1. HLRA Members	
2. Delinquent Maintenance Fees	
3. Non-Sufficient Funds	
4. Responsibility of Damage	
5. Caregivers and Extended Family	
6. Extended Contractors List	
7. Residential Guest List	
8. A.C.E. List – Assisted Care Entry	
9. Service Provider	

10. ARA Guidelines & Subdivision Restrictions	
<b>D. HLRA Minors Compliances.....</b>	<b>8</b>
1. Minors	
2. Minors with Guest	
3. Curfew Hours	
4. Curfew Offenses	
<b>E. HLRA Guest Compliances.....</b>	<b>8-9</b>
1. Prior to Arrival	
2. Routing Guest(s)	
3. Access Control Guidelines/Procedures	
4. Guest Removal	
5. Unexpected or Unannounced Guests	
6. Maximum Guests	
7. Unaccompanied Guests	
8. Real Estate Agents	
<b>F. Short Term Rental Compliances.....</b>	<b>9</b>
<b>G. Long Term Rental Compliances.....</b>	<b>9-10</b>
1. General Information	
2. Rules	
3. Termination	
4. Owners Requirements	
5. Owners Responsibilities	
<b>H. Community Nuisances.....</b>	<b>10-11</b>
1. General Nuisances	
2. Specific Nuisances	
<b>I. Personal Property Maintenance and Nuisances .....</b>	<b>11-13</b>
1. Maintenance Responsibilities	
2. Storage Nuisances	
3. Lighting Nuisances	
4. Remedies for Non-Compliance	
<b>J. Personal Vehicle Compliances .....</b>	<b>13-14</b>
1. Licensed Motorized Vehicles	
2. Unlicensed Motorized Vehicles	

- 3. Parking Recreation Vehicles
- 4. Commercial Vehicles
- K. Personal Sign Compliances ..... 14-16**
  - 1. Handmade Signs
  - 2. Commercial Signs
  - 3. Residence Identification Signs
  - 4. Dock Signs
  - 5. Residential for Sale/Rent Signs
  - 6. Political Signs
  - 7. Specialized Personal Signs
  - 8. Vehicle Sale Signs
  - 9. Event Signs
  - 10. Displaying United States and Texas Flag
  - 11. Memorial Signs and/or Monuments
  - 12. Religious Items
- L. Community Notices..... 16**
  - 1. Bulletin Boards
  - 2. Entry Marquees
  - 3. Monthly Statements
  - 4. Newsletters
  - 5. Internet
- M. Garbage Pick Up..... 17**
  - 1. Fee
  - 2. Delinquent Fees
  - 3. Mandatory Use of Provided Receptacle
  - 4. Garbage Day Schedule
- N. Animal Control Compliances ..... 17-18**
  - 1. Limit
  - 2. Leash
  - 3. Rabies Vaccinations
  - 4. All Dogs Tagged
  - 5. Sanitation Control
  - 6. Running at Large

Rules and Regulations, dtd 2/21/2023

- 7. Impoundment
- 8. Animals NOT Belonging to HLRA Members
- 9. Animal restrictions for HLRA Members
- O. HLRA Amenities Compliances ..... 18-26**
  - 1. General Compliance
  - 2. Watercraft, Swimming Pool, Lake Compliances
  - 3. Lake Vegetation Treatment
  - 4. Fishing
  - 5. Outside/Inside Storage Facilities
  - 6. West Side Amenities – Including tennis & Pickleball
  - 7. East Side Amenities – Including Golf
  - 8. Section 3 Amenities
  - 9. Gun Range
  - 10. Holly Lake Air Park Policies
- P. Construction Compliances and Non-Compliances..... 26**
- Q. Drone Compliances ..... 26-27**
- R. Security Camera Compliances..... 27**
- S. Security Compliances ..... 27-29**
  - 1. Access Devices
  - 2. Officer Authority
  - 3. Violation Penalties
  - 4. Requesting/Attending a hearing
- T. Glossary of Terms ..... 29-30**

**A. Purpose**

1. The safety and social success of our community depends on the rules, regulations, and restrictions that govern expectations for both residents and visitors of Holly Lake Ranch. The Holly Lake Ranch Association (HLRA), 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 HLRA.
2. In accordance with the HLRA Bylaws, 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.
3. Subdivision restrictions will be enforced as stated for each section.
4. The HLRA Board of Directors may exercise discretion in fining and/or suspending or revoking HLRA Membership privileges for violations of HLRA Rules and Regulations by residents and visitors.
5. The HLRA Rules and Regulations are subject to revision.
6. The Intent of the Architectural Review Authority (ARA) Guidelines is to define reasonable standards of appearance to assure aesthetic consistency and harmonious relationships for the residents of HLRA.
7. All fines, fees and penalties may be found in the Fines, Fees and Penalties Policy.

**B. General Information**

1. **Maintenance Fees** – All HLRA property owners are required to pay monthly maintenance fees associated with each property owned (effective July 1, 2023). Maintenance fees are set annually by the Board of Directors and in accordance with recorded HLRA dedicatory instruments and policies. For improved properties, a full maintenance fee is required regardless of property/structure occupation.
2. **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.
3. **Maximum Speed** – The maximum speed limit of 25 M.P.H. (unless otherwise posted) will be strictly enforced by radar.
4. **Alcoholic Beverages** – Minors are prohibited from consumption of alcohol 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.
5. **Smoking, vaping, and all tobacco products** are prohibited in all HLRA buildings to include 25 feet from the entrance(s) except in designated areas.
6. **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
7. **Damage Liability** – Members are liable for all damages, fines or charges incurred by themselves and/or their guests.

8. **Physically (in person) vending, peddling, collecting donations, or soliciting orders for sale** of any merchandise or services is prohibited within Holly Lake Ranch without HLRA approval. (See Admin for guidelines.)
9. **Tampering with or defeating Access Control Gates** or other security equipment by any means is prohibited. This includes attempting to bypass gate security by trailing closely behind an authorized vehicle. Those found doing so may be subject to the maximum remedies allowed by HLRA.
10. **Entrances/exits** are provided and must be used for all traffic onto or off of Holly Lake Ranch property. The perimeter fences or boundaries may be breached only in a bona fide emergency.
11. **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.
12. **Hunting** is prohibited in Holly Lake Ranch.
13. **Tampering or Hindering Activities**, conducted by HLRA Members or their authorized agents, are against state law and prohibited. (i.e., deer nets, traps, etc.)
14. **ARA Guidelines and Subdivision Restrictions** – all HLRA Members must adhere to the Architectural Review Authority Guidelines and HLRA Subdivision Restrictions.
15. **Commercial storefront type activity** will not be permitted within Holly Lake Ranch. Additionally, home based businesses with visible signage and/or creates excessive noise/traffic are prohibited.
16. **All amenities** are intended for their primary purpose. Utilization of amenities for non-intended purposes is prohibited. As an example, bikes, skates, roller blades, skateboards, stick hockey, soccer, etc. are prohibited on tennis/pickleball courts.
17. **All sporting equipment** should be contained on the homeowner's property.

### **C. HLRA Members Compliances**

1. **Holly Lake Ranch** and its amenities are for HLRA Members and residents in good standing and their guests.
2. **Delinquent Maintenance Fees** – Any Member having maintenance fees and/or outstanding fines issued by HLRA, may be suspended from all HLRA privileges and services per HLRA Bylaws.
3. **Non-sufficient funds** – Any returned check shall be subject to a returned check 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) Parent(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.
6. **Extended Contractors 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.

7. **Residential 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.
8. **A.C.E. List – Assisted Care Entry** – The HLRA 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 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 [www.HollyLakeRanch.com](http://www.HollyLakeRanch.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.
9. **Service Provider with Annual Contract List** – Such as propane and/or aerobic septic services, requiring an annual contract may submit the annual contract to the Security Department. Access for these service 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.
10. **ARA Guidelines and Subdivision Restrictions** – All HLRA Members must adhere to the Architectural Review Authority 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) 11:59 pm – 6:00 am, Friday through Saturday.
4. **Curfew Offenses** include but not limited to:
  - a) Any minor remaining in/on any common areas during curfew hours.
  - b) Any Parent/Guardian that allow Minor(s) to stay in common areas 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 from HLRA.

#### **E. HLRA Guest Compliances**

1. **Prior to Arrival** – HLRA Member(s) must contact the Security Department or utilize [GateAccess.net](http://GateAccess.net) to register their guest prior to arrival and provide the 911 address they are visiting.



2. **Routing Guest** – Members, not the Security Department, must provide their guest(s) with directions to their respective destination.
3. **Access Control Guidelines and Procedures** – Guest(s) must always obtain a QR pass from the Security Department. Permanently affixed RFID tags are for Members and Approved Employees only and are not transferable. (For more information see Access Control Guidelines and Procedures.)
4. **Guest Removal** – Security Officers are authorized to remove any guest in violation of HLRA Rules. Access may 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 Using Amenities** – Members are allowed a maximum of ten (10) guests utilizing HLRA amenities, (except golf course and restaurant) at one time. (Family members are not included in the count.)
7. **Guest(s)** must have specific permission from an HLRA Member in Good Standing to be permitted to enter HLRA. Guests operating a motor vehicle must present a valid government issued photo ID for admittance.
8. **Real Estate Agents** – Real Estate Agents will be allowed access to show prospective clients around Holly Lake Ranch properties. Real Estate Agents must present the current real estate license and government issued photo ID to the Security Department upon entry.

**F. Short Term Rental Compliances:** There is a detailed Short-Term Rental Policy.

**G. Long Term Rental/Lease Compliances**

1. **Long-Term Lease** – To ensure an equitable use of HLRA resources and amenities, long-term leasing stipulations are set forth for the benefit of all HLRA members. A long-term lease is defined as occupancy or use of a property for thirty-one (31) days or more in length by any person other than the owner. Members are afforded the opportunity to lease their property/properties in accordance with the below:
  - a) Members must be in good standing and current on all association maintenance fees.
  - b) Property owners are responsible for payment of all fees to the HLRA administration office.
  - c) The owner provides, in writing, to the HLRA administrative office the following information as it pertains to the lessee prior to lease commencement: 1) contact information including the name, mailing address, phone number, and e-mail address of each person who will reside at the property, and 2) the commencement date and term of lease. This information serves as authorization from the owner to HLRA to afford long-term lessee's the opportunity to purchase a gate RFID tag. Failure to provide the required information will prevent the sale of a gate access RFID tag.
  - d) Long-term leased property is to be used as a private dwelling only.
  - e) Sub-leasing is expressly prohibited.

2. **Upon termination of a lease agreement**, the owner is responsible for contacting HLRA administration. Failure to provide written notification will result in the owner's continued assumption of liability for any/all actions of the lessee while on HLRA property.
3. **The owner shall provide** the lessee with a copy of all dedicatory instruments of HLRA. The owner, or their designated representative, is responsible to take corrective action against a lessee for any violation of the HLRA rules, regulations, policies, and/or procedures. If resolution of the violation is not corrected, the owner will be held responsible.
4. **The property owner is ultimately responsible**, and will guarantee payment, for the cost to repair or replace damage(s) caused by either a long-term lessee or their guest(s) to either common property or property owned by individual homeowners located on HLR. If necessary, such cost will be billed to the property owner.

#### **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 are not limited to the following;**
  - a) **Littering – Any person(s) maybe cited and shall be responsible for cleanup;**
    - 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 pickup must ensure it is contained in an HLRA waste disposal company container, which prevents it from being blown onto other properties or invaded and spread by animals.
  - b) **Abusive/Vulgar Language: Abusive and/or vulgar language is prohibited in all common areas or amenities at Holly Lake Ranch. Any such activity shall not be tolerated, and the violator may be subject to fines or suspension of privileges.**
  - 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.

- (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 HLRA 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 is 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, including mobile manufactured homes, and any/all outbuildings that sit above ground must be skirted. Termite impervious material is recommended.
  - b) All structures must be in good condition, properly repaired and functional. Homeowners must maintain the frontage of their respective lots, keeping ditches, easements, swales and culverts clear of debris. 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.
  - 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, or junk, or building materials that cause or threatens to cause a fire hazard or conditions that are dangerous to public health.
    - 5) Building materials, not currently in use for construction purposes, must be securely stored and organized.
    - 6) Any condition that may cause or threatens to cause a fire hazard or conditions that are dangerous to public health.

- 7) 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) Small trees that are less than 2 inches in diameter and measured from the base up to two (2) feet do not require a permit for approval. Cutting of live trees two (2") inches in diameter or larger is PROHIBITED unless approved by the Architectural Review Authority. See ARA Guidelines for compliance specifications.
  - e) Preventing/eliminating the obstruction of any natural drainage, on a homeowner's property, which may cause damages to other properties and/or impedes or interferes with the operation of roadway drainage 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.
  - e) Open-air carports or Air Park hangers are prohibited from unsightly storage that can be viewed from street.
- 3. Lighting Nuisances – Outside Lighting – Is all lighting on the exterior of residential structures and/or on the owner's property.**
- a) High intensity lights intended for wide area illumination are not permitted. This includes mercury vapor, sodium vapor and LED lights mounted on utility poles.
  - b) Low intensity nighttime security lights may remain on overnight if they are on a timer or motion sensor. Acceptable lights must have appropriate side shielding and not create undue lateral illumination.
- 4. Remedies for non-compliances of Personal Property Maintenance**
- a) Written notice of violations is submitted to the HLRA General Manager and/or Board of Directors describing specific issues. The General Manager 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 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/or refusal to bring structure/property into compliance, the HLRA General Manager, 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 agrees, 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 the State of Texas. Any cost incurred by HLRA in the remediation of a structure shall be borne by the owner of said property, in the form of a lien against the property.

**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), utility task vehicles (UTV). ANY PERSON OPERATING A LICENSED MOTOR VEHICLE ON HLRA ROADS MUST HAVE A VALID GOVERNMENT ISSUED DRIVER’S LICENSE.**

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 accordance with the laws of the State of Texas.
  - c) In all common areas, vehicles must be parked 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 by the Board 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.
2. **Unlicensed Motorized Vehicles – golf carts, all-terrain-vehicles (ATV), utility task vehicles (UTV).**
  - a) License Requirements;

- 1) Any operator of a UTV or ATV must possess a valid driver's license.
  - 2) Any Operator of a golf cart must
    - (a) Possess a valid driver's license
    - (b) All traffic signs must be observed.
    - (c) Must yield to all licensed motorized vehicles.
    - (d) Go-carts are prohibited.
    - (e) All occupants must be seated. Standing is prohibited.
    - (f) 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.
      - (3) Must be equipped with headlights and red taillights.
      - (4) ATVs/UTVs are prohibited from being operated after dark unless they have headlights, taillights, brake lights, and adequate noise suppression.
      - (5) ATVs/UTVs are prohibited from being operated from 10:00 pm to 6:00 am.
    - (g) Hazardous driving is prohibited.
    - (h) Chasing or otherwise harassing any form of wildlife is prohibited by State Law and is punishable by fine.
    - (i) Drivers found to be unsafe can be prohibited from driving by Security Department.
  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.
    - b) Gravel, concrete and/or asphalt are approved substrates for parking.
    - c) 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, or heritage remembrance signs and decorations at the discretion of HLRA.
1. **Hand-Made and Handwritten 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.
      - 3) Name of owner/resident.
      - 4) Lot, section numbers, 911 addresses which must be visible from the 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, real estate, CPA, etc., words implying commercial activity.
4. **Dock Signs** denoting private property are acceptable.
5. **Residential "For Sale/For Rent" Signs** are permitted. (No handwritten signs.)  
Only one (1) sign per side of residence
  - a) Size not to exceed twenty-four (24) by thirty-six (36) inches. Sign may be displayed for fourteen (14) days within three (3) feet behind the mailbox. On the fifteenth (15) day the sign will be displayed no more than three (3) feet from the dwelling. This includes "For Sale by Owner," brokered and HLRA owned properties.
  - b) Boat dock may post one (1) "For Sale" sign
  - c) Vacant Lots – "For Sale" Signs on vacant lots.
6. **Political Signs**
  - a) Political yard signs are temporary in nature and are intended to support the election of a political candidate or support of a political party.
  - b) 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 ninety (90) days prior to an election and must be removed no later than 10 days after the election date. This includes elections where no conclusive winner was determined.
7. **Specialized Personal Signs**
  - a) Maximum size is eighteen (18) by twenty-four (24) inches.
  - 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.
  - d) No selling of private vehicles on HLRA common areas. This includes the perimeter of the HLRA Air Park. Non-compliance may include but is not limited to towing of the vehicle.
9. **Event Signs and Banners** must be made professionally and have HLRA approval. These include but are not limited to building permits, estate sales, garage sales, and miscellaneous special events.
  - a) Estate/Garage Sale Signs and pre-formatted insert must be obtained from HLRA office for a refundable deposit.
    - 1) Must be permitted by the HLRA Administration.
    - 2) Estate/Garage sale signs may be posted seventy-two (72) hours prior to the event and must be removed within twenty-four (24) hours after the event.

- b) Approved ranch events and tournament signs may be posted up to twenty-one (21) days prior to the event and must be removed within twenty-four (24) hours after the event.
- 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.
- 11. **Memorial Signs and/or Monuments** to include trees, placards, signs, monuments, common areas, etc. are prohibited unless permission is obtained from HLRA management. Memorials placed in common areas without permission are subject to removal at any time.
- 12. **Religious Items** motivated by a sincere religious belief, may be placed in any location on the owner's property unless they:
  - a) Threaten public health or safety.
  - b) Violated a law other than a law prohibiting the display of religious speech.
  - c) Are offensive to passersby for reasons other than their religious content.
  - d) Installed on property owned or maintained by HLRA.
  - e) Violate any applicable building line, right of way, setback or easement.
  - f) Are attached to any traffic control devices, streetlamps, fire hydrants, utility signs, poles or fixtures.

#### **L. Community Notices**

- 1. **Bulletin Boards**
  - a) Bulletin Boards display details of general interest news, events, services, and/or activities.
  - b) Sponsoring person(s) and/or organization(s) must remove the announcement(s) within forty-eight (48) hours after the event.
  - c) Notices larger than 8.5x11" are prohibited.
  - d) A Security Officer will remove all posted announcements on the 1<sup>st</sup> day and 16<sup>th</sup> day every month.
  - e) Advertising for commercial, cottage or private business will be removed and destroyed.
  - f) Special events sponsored by churches may display flyers (except for weekly services).
  - g) Religious pamphlets or tracts will be removed.
- 2. **Entry Marquees**
  - a) Events/meetings are posted in the locked glass display cases near HLRA access control gates. All notices must have Administration Office approval and must be posted by Security Officers or staff.
  - 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:** Inserts must be approved by HLRA
- 4. **Newsletters:** Newsletters are composed and printed by HLRA.
- 5. **Internet:** [www.HollyLakeRanch.com](http://www.HollyLakeRanch.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:** The garbage fee is included in the Statement with the HLRA Monthly Maintenance Fees billed to property owners.
2. **Delinquent Fees**
  - a) HLRA can/will seize the resident's garbage receptacle when the members account is delinquent by 90 days.
  - b) The receptacle will be returned to resident with a reinstatement of service charge when the HLRA Fees are current, and all fines and assessments are paid.
3. **Mandatory Use of Provided Receptacle:** Garbage is to be bagged, tied and placed in the provided receptacle or it will not be picked up.
4. **Garbage Day Schedule**
  - a) Garbage receptacles may not be placed street side prior to the night before pickup.
  - b) Garbage is to be bagged, tied and placed in the provided receptacles or it will not be picked up.
  - c) Garbage receptacle(s) MUST be moved away from the street within twenty-four (24) hours of garbage pickup. Arrangements for trash can placement (s) can be made by contacting HLRA Association office.
  - 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 – Our contract requires all roll off dumpsters must be rented from the current garbage company. Please contact HLRA Administration for more information.
  - g) Garbage receptacles may be placed by the street in ARA approves structures due to special lot circumstances.

**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 fine will be assessed. There will also be a 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 HLRA Administration Office.

5. **Sanitation Control** – When walking the animal away 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 the 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 Department.
  - d) If an overnight stay is required in the HLRA kennel, the pet’s owner will be charged a kennel fee for the first night. After the first night the rate will be increased. 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.
  - 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 the HLRA Administration Office.
8. **Animals NOT belonging to HLRA members**
  - a) Animals 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.
  - b) Animals which are not tagged and are not chipped will be 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. If the animal is claimed normal kennel fees will apply.
9. **Animal Restrictions for HLRA Members** – See specific subdivision restrictions.

## **O. HLRA Amenities Compliances**

1. **General Compliance**
  - a) Only Members “in good standing” and their guest(s) will be allowed to use any recreational facilities. 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) Smoking, vaping and all other tobacco products are prohibited in all HLRA Buildings.
  - d) Swimming and/or fishing in the golf course lakes are prohibited.

- e) Bathing attire is prohibited in the Administration Building, Holly Hall, Holly House or other Association buildings.
- f) Pets are prohibited in all publicly used buildings, in/around pools/beaches, and/or on the golf course. (Excluding service animals)
- g) Sleeping in any HLRA facility is prohibited.
- h) Discharging of fireworks is strictly prohibited.
- i) Discharging of firearms, crossbows, and bow and arrows are strictly prohibited (Excluding the Gun Range).
- j) Picnicking is permitted only in specified areas.
- k) Parking, fishing, or swimming along any dam within Holly Lake Ranch is prohibited.
- l) Alcohol is prohibited around all HLRA pools.
- m) When using the Recreational Areas, with the exception of the lakes, 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.

**2. Watercraft, Swimming Pool, and Lake 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 HLRA.
- c) Boating, Jet skiing, wake boarding or skiing is at your own risk.
- d) Persons under sixteen (16) years 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 (13) years and sixteen (16) years must have passed a TP&W boater's educational course. 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.
- 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.
- l) Launching of motorized watercraft from Point Park is prohibited. Violators may be subject to a fine.
- m) Unattended motorized boats may not moor at Point Park for more than 3 (three) hours.

- n) Watercraft on Lake Greenbriar and Holly Lake must maintain a generally counterclockwise direction when operating at greater than a no wake speed.
  - o) "No Wake" zones must be observed, and any/all damage caused by the wake is the responsibility of the watercraft owner/operator.
  - p) At Greenbriar dock, mooring, fishing, swimming and loitering are prohibited. The dock is only for loading and unloading watercraft.
  - q) Holly Lake
    - 1) Swimming to/from rental craft is prohibited.
    - 2) Watercraft motors are limited to 10hp or less.
  - r) Swimming Pools
    - 1) Pool attendants may be present, but they do not serve as lifeguards.
    - 2) Diving is prohibited.
    - 3) All swimmers must wear proper attire.
    - 4) Children fourteen (14) years and younger must be accompanied by an adult.
    - 5) All glass containers/objects are prohibited in the pool area.
    - 6) After swimming in any lake, a shower is required to use the pool.
    - 7) Smoking, vaping and all tobacco products are prohibited.
    - 8) Alcohol is prohibited.
3. **Lake vegetation** treatment and/or removal by homeowner.
- a) All treatments must comply with local, state, and federal regulations. Any chemical treatment or additive to a waterbody within the HLRA boundaries shall be coordinated and approved through the HLRA contracted Lake Biologist via the HLRA admin office.
  - b) Eliminating invasive vegetation from around a dock requires complete removal, drying and discarding. (Fragmentation spreads the vegetation growth in water.)
  - c) Vegetation planted at the direction and cost of the Association to assist with nutrient absorption shall not be removed or destroyed for any reason without advanced written notice. Removal may be granted on rare occasions when it is deemed the hazard of the vegetation is greater than the benefit.
4. **Fishing**
- a) Trotlines, jug lines, seining, trolling or unattended fishing is prohibited.
  - b) Fishing is prohibited in the designated swimming areas or the golf course lakes, Holly Lake dam, and Lake Greenbriar dam.
  - 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 or under the size limit or over the quantity limit 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. **Outside/Inside Storage Facilities**
- a) Storage facilities are available on a first come first served basis.
  - b) Fees for the storage usage will be established by the Board of Directors.
  - c) Lease agreements are available at the Administration Office.

**6. 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
- d) Holly House Meeting Room – Call HLRA for rental information
- e) Holly Lake Ranch Pavilions – 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.
- f) Nature Trail
- g) Open-air Worship area
- h) Picnic Tables
- i) Playground
- j) Equipment 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. 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, and 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
- m) Sand Volleyball
- n) Horseshoes
- o) Checkers
- p) Holly Lake
- 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 attendants, if present, do not serve as lifeguards.
  - 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 any lake, a shower is required to use the pool.
  - 7) Smoking, vaping and all tobacco products are prohibited.
- t) Holly Pool Hall
  - 1) Access Key may be obtained from the Administration Office or Security Department after business hours.
  - 2) A valid government issued photo ID is required.
  - 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).
- u) Holly Fitness Center
  - 1) Patrons must complete a medical waiver and file with HLRA to activate access card(s) for access.
  - 2) Access card(s) required to enter.
  - 3) Patrons are required to sign in when using the facility.
  - 4) Items prohibited include: alcohol, vaping and tobacco products. 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 a 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 [www.HollyLakeRanch.com](http://www.HollyLakeRanch.com) 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, Members will need to schedule usage through the HLRA Tennis/Pickleball Association Officers.
7. **East Side Amenities**
  - a) Timeshare condominiums and cabins are available for rent to HLRA Members. Timeshare amenities are available for use by HLRA Members.
  - b) Lake Greenbriar
    - 1) Watercraft must operate counterclockwise, 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.
    - 4) At Greenbriar dock, mooring, fishing, swimming and loitering are prohibited. The dock is only for loading and unloading watercraft.
    - 5) The Greenbriar Deck is available for parties or reunions. Parties of fifteen (15) or more must make a reservation through HLRA Administration.
  - c) **Golf** – The Golf Professional is an agent of HLRA and has full authority and responsibility to enforce the following HLRA Rules and Regulations.
    - 1) Current Greens Fees and Golf 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 aged twelve (12) and under must be accompanied by an adult age eighteen (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.

**8. Section 3 Amenities**

- a) Swimming Pool (Capacity – 25) with Public Restroom
  - 1) Pool attendant must be present to use the pool, unless approved by HLRA.
  - 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) Alcohol, smoking, vaping and all tobacco products are prohibited.
- b) Covered Pavilion: Picnic tables and grills are available on a first come first served basis.
- c) Playground: Prohibited Acts/Conditions that:
  - 1) Unreasonably interfere with any individual's enjoyments on property.
  - 2) Impair the condition or enjoyment of common/private property.
  - 3) Persistently are obnoxious or are an affront to public decency and/or order.

**9. Gun Range Policies**

- a) General Compliances

## Rules and Regulations, dtd 2/21/2023

- 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 a 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 Department 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 Department 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 Security 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 the 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: A person who has successfully completed the Holly Lake Range Initiation Course and has demonstrated to the Chief of Security;
- 1) His/her proficiency with a variety of firearm types and actions.
  - 2) His/her proficiency with the Gun Range equipment.
  - 3) 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) found in Gun Range without Gun Range Access key will be considered as trespassers.
  - 2) Reservations are made through the Security Department. A refundable deposit may be required.
  - 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 Department.
  - 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 the 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 the Firing Line.
      - (b) All firearms must remain unhandled if anyone is down-range from the Firing Line.
- 10. Holly Lake Air Park Policies**
- a) The Air Park and runways are for fixed wing aircraft only. All other aircraft including helicopters and paragliders are prohibited except for Emergency or Care flight Helicopter.
  - b) The Air Park is solely for the enjoyment of HLRA Members and their guests and is for recreational use. All commercial activity is prohibited at the Air Park at any time.

- c) A sign in the Air Park designates locations for aircraft parking.
  - 1) Holly Lake Property owners and their guests are 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 Air Park.
  - 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 Air Park.
  - 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 access control gate located off of FM 2869. The Security Department must be notified 30 minutes prior to requested access to unlock the access control gate. Vehicles must be parked at the Northwest corner, near entry on FM 2869.
- d) Access in and out of Air Park 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 Compliances – See ARA Guidelines. Remedies for non-compliance of ARA Guidelines follow:**

- 1. Written notice will be submitted to HLRA 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 ARA and General Manager.
- 2. 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. HLRA shall have the authority to file a lien against said property for non-payment of fines. HLRA may obtain a court injunction to halt construction or compel compliance until compliance is attained.
- 3. Where there is a violating structure, the ARA 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 ARA and HLRA General Manager. The owner or occupant of any such lot agrees, by purchase or occupancy thereof, that the ARA or its agent shall not be liable, in trespass or otherwise, in entering said lot and disassembling such structure.
- 4. Construction is allowed Monday through Saturday, 7:00am until dusk. Workers will not be permitted entrance on Sundays except for emergency situations.
- 5. The ARA appeal process is addressed in the ARA Guidelines.

**Q. Drone Compliances**

- 1. All drones must be registered with HLRA if flying outside the owner's property.
- 2. In order to obtain a registration with HLRA an operator must meet or provide the following:
  - a) Name, address, phone number, drone make, drone model and drone serial number.
  - b) Operator must carry liability insurance with a minimum coverage of \$50,000.

- c) Operator may not operate a drone with a total weight of more than ten (10) pounds.
  - d) Operator must agree to indemnify HLRA for any and all damages and/or loss resulting from the operation of the drone or similar technology.
  - e) Operator must be at least thirteen (13)
3. Operators of drones are prohibited from recording or making any audio or visual recordings of private property not owned by the operator, unless authorized by HLRA.
  4. Drones may only be operated during daylight hours.
  5. Any use of drones must comply with the Texas Government Code Section 423.

#### **R. Security Camera Compliances**

1. All installed cameras are to be located where they only capture video on the homeowner's own property only.
2. Cameras shall not be pointed toward a neighbor's property or house that will intrude on their privacy.
3. Cameras will not be directed at roadways only. If they incidentally capture some of the roadway while they are intending to cover their own property, partial coverage of the roadway is permissible.

#### **S. Security Compliances**

##### **1. Access Devices**

- a) Property owners should go to the HLRA Administration office to apply for a permanent RFID tag or amenity access card. There is a cost for placement tags or access cards.
- b) A fee set by the Board of Directors may be charged for additional access control gate devices.
- c) Access control gate RFID tags are for members and lessees in good standing, approved employee(s), and emergency vehicles only and are not transferable. If RFID tags are found in possession of unauthorized person(s), a fine may be assessed and the access device may be deactivated.
- d) RFID tags are assigned to registered and insured vehicles.
- e) Failure to pay Membership Fees, and/or citations may result in temporary or permanent suspension of membership privileges, including the convenience of valid access control gate devices. A reactivation fee will be assessed for first offence reactivation. Fees will be doubled for repeat violations within 120 days.
- f) Licensed real estate agents (who are not HLRA Members) **must** provide a government issued photo ID and active real estate license to the Security Department to gain access within HLRA. Access will be granted to non-member real estate agents for showing property only.

##### **2. Officer Authority**

- a) Security Officer(s) Entering Property
  - 1) Security Officers are allowed access to a property in the course of their duties while enforcing rules or ARA guidelines.
  - 2) Officers are only allowed to enter a residence when there is a concern for the health and safety of the occupants.
- b) Security Officers Authority to Stop and ID and Issue Directives

- 1) Upon a Security Officer's request, all persons within Holly Lake Ranch must stop and provide a valid government issued photo 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 Officer.
- 4) Disputes shall be directed to the Board of Directors.

**3. Violation Penalties**

- a) Any violation of rules and regulations shall be grounds for the Security Department to issue a 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 Holly Lake Ranch.
- c) Damage to access control gates and opening equipment may result in a fine and appropriate repair costs.
- d) Anyone caught littering may be cited and shall 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 violator's parent or guardian.
- g) Persons demonstrating an inability to conduct themselves in a reasonable and responsible manner are subject to restrictions.
  - 1) Members falling into this category may only travel directly to/from the Security Department to their respective property.
  - 2) Non-Residents falling into this category may be banned from HLR access. Failure to abide by this may result in prosecution for 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. Procedures for Requesting and Attending a Hearing**

- a) A quorum of the Board of Directors hears appeals along with the General Manager.
- 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 ARA Guidelines.
  - 2) Bylaws or Subdivision Restrictions.
  - 3) Circumstances that threaten the safety of life or property of anyone inside the access control gate of Holly Lake Ranch
- c) An appointment is made with the following: General Manager, the Board of Directors, the defendant and a staff member of the department of the related appeal.
- d) Appeals are generally heard once a month.
- e) The staff member shall provide the citation paperwork along with a summary and possible video of the issue.
- f) The defendant is then asked to provide their reason(s) for the appeal.

- g) Staff other than administrative staff are excused as is the defendant when the Board of Directors makes their recommendation.
- h) Administrative staff contacts the defendant with the results within days after the hearing.
- i) 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.
- j) If after proper notice of the hearing has been given and the defendant(s) fails to appear before the hearing panel (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 Board of Directors.
  - 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 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 the Board of Directors renders a guilty decision, they 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.
  - 9) For all ARA related appeals, please see the ARA Guidelines.

#### **T. Glossary of Terms**

- 1. **Owner (Property Owner)** – See Bylaws for definition.
- 2. **Member** – See Bylaws for definition.
- 3. **ARA** – Architectural Review Authority
- 4. **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.
- 5. **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.
- 6. **Access Control Gate Devices** – These include RFID tags and QR passes.
- 7. **HLA and HLRA** – Holly Lake Ranch and Holly Lake Ranch Association
- 8. **Immediate Family** – Spouse, or domestic partner, parents, children (biological or legally adopted), siblings, grandparents and/or grandchildren.

9. **Good Standing Member** – Fees are current and citations paid.
10. **Local Authority** – the third-party agent under contract to HLRA for the purposes of this regulation or Wood County Rabies Control Officer.
11. **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.
12. **Motorized Vehicles** – any two (2) or more wheeled conveyance with an electric or combustible engine.
13. **Non-family Guest** – is anyone not related to the member to at least the second degree.
14. **Nuisance** – something that generally causes harm or offense to people.
15. **Outbuilding** – a storage shed, other structure that is situated away from main building.
16. **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.
17. **Private Place** – any lot, residence or other type property or building with owners other than HLRA.
18. **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.
19. **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.
20. **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.
21. **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”.
22. **Holiday Inn Club Vacations** – Name of current Developer of HLRA and offers Timeshare opportunities.
23. **Stray Animal** – any animal for which there is no identifiable owner.
24. **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.
25. **Underage Drinking** – No person under the age of 21, shall possess or consume any alcoholic beverage on any common property of the HLRA, including streets, community buildings, lake, beaches, parks golf course and all other common HLRA properties.
26. **Unightly Storage** – unpleasant to look at and/or unattractive in appearance.
27. **Vicious Animal** – Any individual animal of any species that has on a previous occasion or occasions, with provocations, attacked any person.
28. **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**  
**Approved February 21, 2023. Effective February 21, 2023**

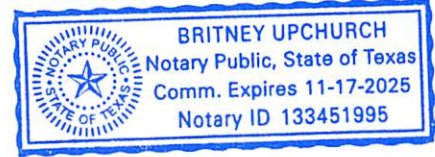
NOTARY PUBLIC, STATE OF TEXAS

Signed this 27<sup>th</sup> day of February, 2023

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

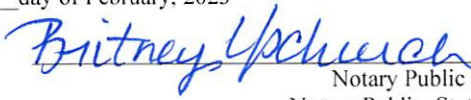
  
Bill Wilkins, PRESIDENT

State of Texas  
County of Wood



THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Bill Wilkins THIS  
27 day of February, 2023

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27<sup>th</sup> day of February, 2023

  
Notary Public Signature  
Notary Public, State of Texas

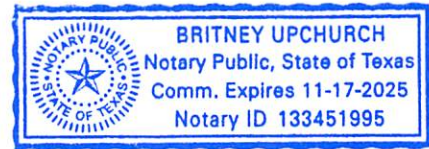
NOTARY PUBLIC, STATE OF TEXAS

Signed this 28 day of February, 2023

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

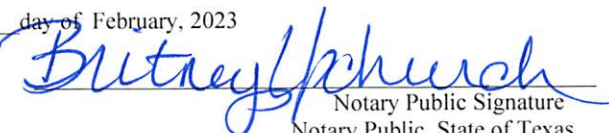
  
Dennis Dossey, VICE PRESIDENT

State of Texas  
County of Wood



THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Dennis Dossey THIS  
28 day of February, 2023

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 day of February, 2023

  
Notary Public Signature  
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 23 day of February, 2023

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

  
Stacie Fink, TREASURER

State of Texas  
County of Wood



THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Stacie Fink THIS  
23 day of February, 2023

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23<sup>rd</sup> day of February, 2023

  
Notary Public Signature



**Holly Lake Ranch Association Rules and Regulations**  
**Approved February 21, 2023. Effective February 21, 2023**

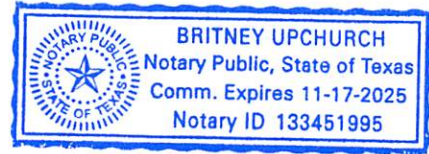
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 28 day of February, 2023

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

Danny Jackson  
Danny Jackson, ASSISTANT TREASURER



State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Danny Jackson THIS  
28 day of February, 2023

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28 day of February, 2023

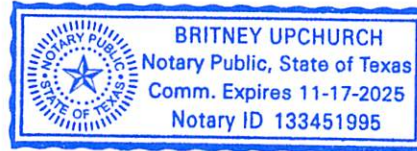
Britney Upchurch  
Notary Public Signature  
Notary Public, State of Texas

NOTARY PUBLIC, STATE OF TEXAS

Signed this 27 day of February, 2023

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

Warren Blesh  
Warren Blesh, SECRETARY



State of Texas  
County of Wood

THIS INSTRUMENT WAS ACKNOWLEDGED, AND BEFORE ME PERSONALLY APPEARED, Warren Blesh THIS  
27 day of February, 2023

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th day of February, 2023

Britney Upchurch  
Notary Public Signature  
Notary Public, State of Texas



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.

2023-00001996 ataylor  
03/09/2023 08:38 AM



Kelley Price

Kelley Price, County Clerk  
Wood County, Texas