

Wolf Creek Ranch Owners Association Board of Directors Meeting Minutes

16 November 2019

Board Member Attendees

Warren Struss
Carol Weathers
Cindy Taniguchi

Lyn Mefford
Eliza Bishop

WCR Property Owner Attendees

Pete Mefford
Chan Wong
Herman Maynard
Julie Maynard
Warren Dold
Kim Taniguchi
Lee Kinard
Terry Stracke

Mark Stracke
Andy Piechowski
Bill Bishop
Jennifer Shuta
Aaron Shuta
Marcie Ramos
Rick Ramos

Other Attendees

Nelda Duff

Attachments

1. Grazing Lease
2. WCROA Statement of Assets, Liabilities, and Equity (as of October 31, 2019)
3. Draft 2020 Proposed Budget with Dues Increase [\$0, \$200, \$240 or \$300]
4. 2020 Dues Payment Plan
5. WCROA 2020 Director Nomination and Election Dates/Deadlines
6. Maintenance Report of Completed Projects thru 11/17/2019
7. DRB Construction Status List
8. Draft of Guidelines for Timely Completion of Approved Construction Projects
9. WCROA Proxy – Tommy Skinner
10. WCROA Proxy – Bob Ring

Business

Having confirmed a quorum of Directors present to conduct the business of the WCROA, President Warren Struss called the Board of Directors meeting to order at 9:00am, Saturday November 16, 2019. Warren Struss opened the meeting and welcomed WCR Property Owners. New Property Owner introductions were made by Jennifer and Aaron Shuta (Tract AC-3), who announced that they are currently living in Spring Branch, Texas and will begin building in WCR soon. The Shuta's added that they have received a warm welcome at WCR.

The following WCROA business was conducted.

1. Proxy Announcements.

Warren Struss announced that Board of Director members Tommy Skinner and Bob Ring were unable to attend the meeting today. A proxy document was provided by Tommy Skinner, appointing Carol Weathers as agent and proxy to

vote on his behalf at the WCROA Board Meeting held on November 16, 2019 only. A proxy document was provided by Bob Ring, appointing Warren Struss as agent and proxy to vote on his behalf at the WCROA Board Meeting held on November 16, 2019 only.

2. Draft Agenda Review and Approval.

The draft Agenda was distributed, whereby discussion was invited. No further discussion was had. A motion was made by Carol Weathers and seconded by Eliza Bishop to approve the draft Agenda for this meeting. The motion was carried unanimously.

3. WCROA Member Comments.

Warren Struss opened the discussion to Property Owners for questions, comments and concerns. Andy Piechowski commented that Property Owners still working a full-time job may like to have Saturdays available for other activities besides WCROA meetings, and asks the Board to consider moving regular meetings to a week day. Warren Struss stated that meetings have historically been held on Saturdays to enable out-of-town Board member attendance. The Board will consider Andy's suggestion for future meeting planning.

Items for Action

4. Review and Approval of draft WCROA Board Meeting Minutes (8/17/2019).

Warren Struss asked for changes, amendments or edits to draft minutes from the WCROA Board Meeting of 17 August 2019. No discussion was had. A motion was made by Lyn Mefford and seconded by Eliza Bishop to approve the draft minutes. The motion was carried unanimously.

5. Grazing Lease Agreement and Fence Replacement Planning.

Warren Dold recommended Board approval of a renewed grazing lease agreement with David Russell since WCR has experienced great cooperation with the rancher. (See attachment of current lease agreement.) The lease renewal amount would be \$4500.00 (\$150.00 per adult animal unit) per year, which is a \$10.00 per adult animal increase over the previous lease amount. Warren reminded the Board and Property Owners that WCR grass is very thin, and that cactus is not a friend to the animals. A motion was made by Eliza Bishop to approve a Grazing Lease Agreement with David Russell for a 3-year term beginning January 1, 2020 at \$4,500 per year. The motion was seconded by Carol Weathers. No further discussion was had. The motion was approved unanimously.

Warren Dold also discussed planning to complete fence replacement bordering the Goodrich Ranch - from the Legacy Ranch gate to the NE corner of the Dixon's tract. WCR still has a goal to improve stays in the fencing along RR 2341. Planning and prioritization of where and when replacement and improvements are implemented will be needed. WCROA is currently paying \$2.95 per linear foot of fence line, including all materials, labor, clean-up and haul-off.

6. Treasurers Report with 2020 Budget Proposals.

- a. Eliza Bishop provided and reviewed the Statement of Assets, Liabilities, and Equity (see attachment). Questions and discussion were invited.

- b. Eliza Bishop provided and reviewed the Actual to Budget Variance Report (see attachment). Mark Stracke inquired about annual dues revenue, whereby Eliza reported that there are two individuals who are in arrears, which is being actively addressed (see attachment).
- c. The four (4) budget options presented at the August Board meeting were again provided for review and discussion. Budget options demonstrated annual dues increases of \$0, \$200, \$240 and \$300 per tract (see attachments). Discussion was had with Property Owner input. Lyn Mefford reminded Board Members that any dues increase would preferably alleviate need for future dues increases for at least 10 years, and that to do this the budget will likely require a small cushion. Money Market investments are currently earning 2%. There remains desire by the Board and Property Owners to maintain WCR amenities at least at the current level. The 2020 Dues Payment Plan was reviewed, and it was noted that there are currently five Property Owners utilizing the Dues Payment Plan method. A motion was made by Carol Weathers to increase WCROA 2020 dues to \$2,700 per year per lot with a contingency that unspent *Unforeseen Contingency* funds be earmarked to go to the rainy day fund, and that we have a monthly Dues Payment Plan that addresses the \$2700 amount. The motion was seconded by Eliza Bishop. There was no further discussion and the motion was approved unanimously.

7. WCROA 2020 Director Nominations and Election

Nelda Duff provided an overview of the WCR Director Nomination and Election process (see attachment). Warren Struss announced that, in addition to two Board positions expiring, Bob Ring will be submitting his resignation effective January 1st, 2020. Warren added that Bob's position could easily be included in the annual election. Nelda stated that this has been done previously, and that the 2 top voted electors would take on full terms and the 3rd would take Bob's position for the 2-year remainder. Lyn Mefford gave thanks and appreciation to previous Board members who continue to provide extended institutional knowledge, time, and expertise. Expiring terms are those currently held by Eliza Bishop and Warren Struss.

Lyn Mefford motioned that the Board approve upcoming elections for 2 expiring positions and 1 two-year term resulting from Bob Ring's resignation effective January 1, 2020. Warren spoke on behalf of WCR Board Members and WCR Property Owners in recognizing the decade-long service given by Bob Ring to the WCR community. Bob has served on the WCR Board of Directors since its inception. Thanks were given to Bob for all he has done and generous well-wishes were given to Bob and family. The motion was seconded by Carol Weathers. No further questions or discussion was had and the motion was carried unanimously.

8. WCROA 2020 Board of Director Meetings

After discussion with Property Owners and Board Members, there was agreement to hold Round Up on April 18th at the Pavilion with a contingency location at the WCR barn. Carol Weathers motioned that the Board accept the WCROA Board of Directors 2020 meeting dates as printed in the Agenda, with the addition of April 18th for Round up. The motion was seconded by Eliza Bishop and approved unanimously.

Items for Discussion

9. Maintenance Committee – Eliza Bishop

- a. Eliza Bishop reviewed Maintenance Committee activity of last quarter (see attachment). Thanks was given to participants for completing planned projects. There have been no complaints received about work completed. Maintenance expenses incurred through end of October are \$3,700. Special thanks was given to Andy Piechowski's Firewise team for burning brush piles.
- b. Homeowners having driveway aprons that meet the road are asked to please be sure that erosion is not occurring where their driveway meets the road.
- c. Property Owners are asked to please crush empty boxes going into the trash bins and to close trash bin lids.
- d. Low clearance signage will be placed on the low limb at the barn within the next few weeks.
- e. The next 2341 trash pick-up will be on December 7th at 8:00 starting at the main gate. Participants should wear good shoes and gloves. Please contact Carol Weathers with any questions.
- f. Herman Maynard offered to pay half of the cost to clean creekside vegetation along the east side of Morgan Creek.

10. Dock Committee Report – Lee Kinard

Lee Kinard reported that Gerald McLelland is currently unable to participate with the WCR dock repair project, and has asked Lee to speak in his behalf. Family priorities require that Gerald put further work toward dock repairs on hold. There are no plans for resuming dock repair at this time. Lyn Mefford reminded the Board that in a little more than a year, the lease on the dock property will expire. Discussion was had about ongoing trespassing in the dock area by unknown individuals. Eliza Bishop asked Dock Committee members whether cables left on the ground at the dock area are scrap or reusable. The cables were stated to be reusable, and for safety and liability reasons the cables need to be secured. Warren Struss noted that the Board may be calling on the Dock Committee to work toward securing the cables. Lee Kinard noted that the wenches are currently residing with Gerald McLelland.

11. FireWise Committee Report – Andy Piechowski

- a. Andy Piechowski gave thanks to Warren Struss, Tommy Skinner and Mark Stracke for assistance with brush burning, and Eliza Bishop for cutting brush along RR 2341. Additional mowing will be done soon.
- b. There is need to mark the boundary between common property and WB4 (Holman) at RR 2341. There needs to be a visible stake placed. Discussed having surveyor assistance.
- c. The WCR web site has forms available for documenting Firewise activities. Such documentation would allow WCROA to report activity to the State and potentially apply for grants to support Firewise activities.

- d. Andy Piechowski has procured education materials about why Firewise is really important. The DVD and print materials are highly recommended and available for sharing by contacting Andy. Andy pointed out that most houses do not catch fire from the flames, but instead from the embers that are circulating in the air for up to a mile from the fire source.
- e. Emergency phone contact procedures were discussed.

12. Design Review Board Report – Lyn Mefford

- a. Lyn Mefford presented an update of current DRB activities (see attachment). There are 3 active resident projects ongoing and 1 more anticipated soon. WCR currently has 29 dwellings, almost ½ of all lots.
- b. A draft policy document, Guidelines for Timely Completion of Approved Construction Projects, was shared with Board members and Property Owners (see attachment). The document (Exhibit A) is for giving increased framework around definition and enforcement of timely construction project completion. There are penalties within existing WCR Covenants that allow fines of up to \$1,000 per day when projects linger incomplete. If adopted, the policy will apply to projects currently in progress. The proposed Exhibit A will be communicated to Property Owners and posted to the WCR web site until further discussion can be had at the next WCR Board meeting. Proposed Exhibit A language will be considered also for inclusion within WCROA Covenant amendments.

13. Managed Lands Deer Program – Warren Struss

Warren Struss noted that WCR has worked with Texas Parks and Wildlife for almost 2 decades. 15 Property Owners showed interest in deer harvesting via bow hunting. Of these 15, 10 are active. There have been 3 doe harvested by Property Owners to date. Our friends, Chris (TxDOT) and Brent (Texas Parks and Wildlife) are also actively bow hunting on the commons and have thus far harvested 2 bucks. The 1-year trial process put into place is currently working well.

14. Update on Cause No. DC-1808112, William and Jeannie Bigley vs. WCROA

Warren Struss shared that the trial that had been scheduled for October was pushed to April, 2020. The trial date has recently been changed again to either January 6, 2020 or February 10, 2020. Information is available on the Dallas County web site.

15. Covenant Revision Update – Carol Weathers

The Covenant Revision Committee is moving forward with a new committee, including Carol Weathers, Warren Dold, Cindy Taniguchi and John Manton. The Committee will meet next week to draft initial language for legal review. If possible, the legal review will be ready for Board consideration in time for the January, 2020 meeting.

- 16. The next WCROA Board meeting will be held on January 25th at 9:00am at the Silver Creek Community Center.

At 11:44am, a motion was made by Warren Struss to adjourn the WCROA Board meeting. The motion was seconded by Lyn Mefford and was passed unanimously. An executive session with Board members was announced, with Property Owners invited to rejoin the Board meeting when reconvened.

Executive session was convened at 12:00pm.

At 12:39pm, a motion was made by Lyn Mefford to adjourn executive session. The motion was seconded by Carol Weathers and was carried unanimously.

Warren Struss called the WCROA Board meeting to reconvene. No further discussion was had. Warren Struss motioned to adjourn the WCROA Board meeting. The motion was seconded by Eliza Bishop and carried unanimously. The WCROA Board meeting was adjourned at approximately 12:40pm.

Recorded and certified by:


Cynthia Taniguchi, WCROA Secretary

1-25-2020
Date

WOLF CREEK RANCH BOARD MEETING SIGN-IN SHEET

Location: Silver Creek Community Center

Date: Nov. 16, 2019

Owner Name	Lot Number	Owner Name	Lot Number
Nelda Duff			
Elysa Bishop			
Pete Mafford	WB-3		
Jennifer Shuta	AC-3		
Warren Shuta	ER1A		
Aaron Shuta	AC-3		
Warren Dobb	ER-3A		
Hermann: Julie Maynard	NICE-3		
Lyn Mafford	WB-3		
Terry Strache	MCWB A		
Mark Strache	"		
Chan Wong	WR-1B-7B		
Caul Weather	WB 7		
Bill Bishop	RR3		
Andy Piechowski	ER13B		
LEE KINARD	AC 2		
Marcie Ramos	MCWB2		
Rick Ramos	"		
Kim Taniguchi	MCW 7B		
Cindy Taniguchi	MCW 7B		

DRAFT AGENDA
WCROA BOARD OF DIRECTORS MEETING
November 16, 2019 @ 9:00 A.M.
Silver Creek Fire Hall & Community Center, 101 CR 128, Burnet

- Call Meeting to Order/Confirm Board Quorum
- Circulate WCR Member Attendee Sign In Sheet
- Approval of November 16, 2019 Draft Agenda
- WCROA Member Comments

Items for Action

- Approve Draft Minutes of August 17, 2019 WCROA Board of Directors Meeting
- Approval of Grazing Lease contract with David Russell, and completion of fencing contract – Warren Dold
- Discuss and approve the WCROA 2020 Operating Budget/Dues Plan - Eliza
- Approve upcoming WCROA Board Election for two expiring term positions - Nelda
- Review and approve WCROA Board of Directors 2020 meeting dates, time and location
 - Saturday, January 25, 2020 Silver Creek Fire Hall
 - Saturday, (TBD) Round Up (TBD)
 - Saturday, April 25, 2020 Silver Creek Fire Hall
 - Saturday, August 22, 2020 Silver Creek Fire Hall
 - Saturday, November 21, 2020 Silver Creek Fire Hall

Items for Discussion

- Treasurer’s Report – Eliza
- Maintenance Committee Update – Eliza
- Dock Committee Report – Gerald
- Firewise Committee Update- Andy
- Design Review Board Status – Lyn
- Managed Lands Deer Program Update – Warren
- Cause No. DC-1808112, William and Jeannie Bigley v. Wolf Creek Ranch Owners Association
- Committee Update on Amended and Restated WCR Declaration – Carol

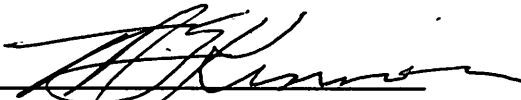
- Adjourn WCR Board Meeting and convene for Executive Session (As allowed under Chapter 209 of the Texas Property Code) to include Attorney/Client Communications
- Adjourn the Executive Session and reconvene the WCR Board Meeting to Order
 - WCROA Board action on any applicable business discussed in Executive Session

- Adjourn

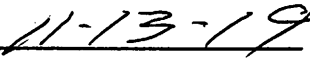
WCROA PROXY

The undersigned hereby appoints Carol Weathers, as his agent and proxy to vote for him at the Wolf Creek Ranch Board Meeting to be held on Saturday, November 16, 2019 upon such business may properly come before said meeting. This proxy is valid for only this meeting.

**Tommy Skinner
WCR Board Member**



Signature

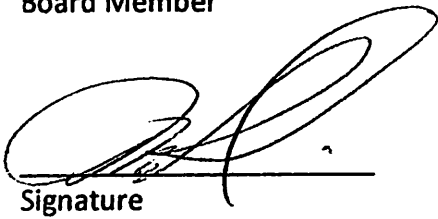


Date

WCROA PROXY

The undersigned hereby appoints Warren Struss, as his agent and proxy to vote for him at the Wolf Creek Ranch board meeting to be held on Saturday, November 16th, 2019 upon such business may properly come before said meeting. This proxy is valid for only this meeting.

R.L. Ring, Jr
Board Member



Signature

11/13/2019
Date

Grazing Lease

I. Terms

Effective Date: January 1, 2017

Landlord: Wolf Creek Ranch Owners Association

Landlord's Address: 10233 RR 2341
Burnet, Texas 78611

Tenant: David Russell

Tenant's Address: 1480 CR 2341
Burnet, Texas 78611

Premises: As described in Exhibit A

Base Rent: \$4,200 per year, payable on or before January 1st of each year of this Grazing Lease

Term: 3 years

Commencement Date: January 1, 2017

Termination Date: December 31, 2019

Use: Solely for grazing up to 28 head of mother cows and 2 bulls on the Premises

Farm Commercial General
Liability Insurance: \$500,000, or more, per occurrence

Business Automobile
Liability Insurance \$500,000, or more, per occurrence

II. Definitions

"Rent" means Base Rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or agents.

III. Tenant's Agreements and Covenants

Tenant agrees and covenants to —

- a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to Landlord's and Tenant's rights as set forth in this Lease below.
- b. Accept the Premises in their present condition "AS IS" without any representation or warranty of any kind by Landlord concerning the physical or environmental condition of the Premises.
- c. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition and occupancy of the Premises, including but not limited to all environmental laws, regulations and all restrictions, rules and regulations of the Wolf Creek Ranch Owners Association.
- d. Pay the Base rent prior to the Commencement Date to Landlord at Landlord's Address without any set-offs or deductions whatsoever.
- e. Pay, as additional Rent, any other amounts due under this lease.
- f. Pay all taxes on Tenant's personal property located on the Premises.
- g. Allow Landlord to enter the Premises at any time, without prior notice, to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
- h. Repair, replace, and maintain any part of the Premises used by Tenant, normal wear excepted, at Tenant's sole cost and expense, including but not limited to repairing and maintaining the perimeter fences and gates on or surrounding the Premises.
- i. Repair or replace any damage to the Premises, or any improvements located on the Premises caused by Tenant, Tenant's agents or employees, or Tenant's livestock.
- j. Tenant shall maintain the following insurance with carriers that maintain an AM Best rating of A-VII or higher: (a) Business Automobile Liability insurance with limits of \$500,000 to higher; and (b) Farm Commercial General Liability insurance with limits of \$500,000 per occurrence and \$500,000 in the aggregate or higher and including contractual liability, personal and advertising injury, and products and completed operations coverage. Upon request from Landlord, Tenant will provide copies of endorsements (additional insured, waivers of subrogation, et. al.) and certificates of insurance as evidence of the required coverage and each certificate shall indicate that the broker or insurer shall endeavor to provide Landlord with thirty (30) days prior written notice of cancellation.
- k. Surrender and deliver up the Premises upon termination of the lease, in good order, condition and repair, ordinary wear and tear excepted.
- l. Use the highest standards of animal husbandry in grazing the Premises and shall exercise prudent stocking rates as generally considered appropriate to the area and as described on Page 1 hereof under "USE".
- m. Keep all gates on the Premises closed and locked, at ingress to and egress from the Premises being at those places designated by the Landlord.
- n. Represent that the Premises in its present condition is currently suitable for Tenant's intended use, including perimeter fencing, water-gap fencing and gates.

Tenant agrees and covenants not to —

- a. Use the Premises for any purpose other than that stated in the lease.
- b. Create or allow a nuisance to occur or permit any waste to be deposited on the Premises.
- c. Change Landlord's lock system.
- d. Change or alter the improvements or fences located on the Premises during the Term of this lease, without Landlord's prior written consent.
- e. Allow a lien to be placed on the Premises.
- f. Assign this lease or sublease any portion of the Premises without Landlord's prior written consent.
- g. Graze more than 28 head of mother cows and 2 bulls.
- h. Allow cattle to graze outside areas as designated from time to time by Landlord.
- i. Hunt or fish on the Premises or allow anyone else to do so.
- j. Litter or leave trash or debris on the Premises.

IV. Landlord's Agreements and Covenants

Landlord agrees and covenants to (a) lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date unless terminated sooner pursuant to the terms hereof and (b) replace those portions of the perimeter fence damaged beyond repair by rangeland fire, flooding or natural disaster and (b) if needed during the term of this Lease, replace portions of the perimeter fence which become unable to retain cattle on the Premises due to aging or obsolescence.

V. Landlord and Tenant Agreements

Landlord and Tenant agree to the following:

1. Termination. Notwithstanding any other provision in the lease to the contrary, at any time after January 1, 2017, either party may terminate this lease by giving a six (6) month prior written notice of such termination to the other party. Any such termination must cover the entire Premises. Upon such termination, the Tenant agrees to vacate the Premises, remove all livestock and any equipment owned by Tenant located on the Premises no later than the last day of the six month termination period set forth in the written notice of termination discussed above.
2. Tenant Activities.

Tenant may gather and remove his livestock on the Premises and may perform certain activities relating to health and welfare of the livestock which are generally considered appropriate to the area so long as such activity is performed in a safe and organized manner. Tenant shall not commit any act on the Premises which is a nuisance or annoyance to the residents of the Ranch (as hereinafter defined) or to the Landlord.

3. Alterations.

Tenant shall not make any additions or alterations to the Premises without Landlord's prior written consent. Any physical additions or improvements to the Premises made by Tenant, at Landlord's option, shall become the property of Landlord upon termination of this lease. Landlord may require that Tenant, at termination of the lease and at Tenant's sole cost, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

4. Abatement.

Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant shall not be entitled to a Rent rebate for any reason.

5. Condemnation/Substantial or Partial Taking.

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease shall terminate.
- b. Tenant shall have no claim to the condemnation award or proceeds in lieu of condemnation.

6. Default by Tenant/Remedies.

Defaults by Tenant are: (a) failing to pay Rent when due; (b) abandoning or vacating a substantial portion of the Premises; and (c) failing to comply within ten days after written notice with any provision of this lease other than the events of default set forth in (a) and (b) above. Landlord's remedies for tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages.

7. Default/Waiver/Mitigation.

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

8. Holdover.

If Tenant does not vacate the Premises following termination of this lease, Tenant shall become a tenant at will and must vacate the Premises on receipt of notice from Land-

lord. No holding over by Tenant, whether with or without the consent of Landlord, shall extend the Term.

9. Indemnification.

Tenant agrees to pay, and to protect, defend, indemnify and hold harmless Landlord, its agents, partners, employees, officers, directors, stockholders, successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney' fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF LANDLORD, EXCEPT TO THE EXTENT ANY OF THE FOREGOING IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, arising from (i) any injury to, or the death of, any person or animal or damage to property on the Premises, in any manner growing out of, connected with or related to the use, non-use, condition or occupation of the Premises, whether by Tenant or any subtenant or other occupant of any portion of the Premises, or by its agents, servants, invitees, employees or assigns, except to the extent such injury, loss or damage is the direct result of Landlord's or any of it's agents' gross negligence or willfully wrongful misconduct (it being understood that Landlord shall not be responsible for any omissions or failure to act on its part), (ii) any noncompliance with any applicable Federal, state or local environmental laws or regulations which occur during the Term of this lease and/or (iii) any violation by Tenant or any subtenant of Tenant of any agreement or condition of this Lease, or any restriction, law, ordinance or regulation, in each case affecting the Premises or any part thereof or the ownership, occupancy or use thereof.

10. Waiver

TENANT WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST LANDLORD AND ITS AGENTS, EMPLOYEES, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FOR DAMAGE OR INJURY TO ANY PERSON, ANIMAL, OR PROPERTY SUSTAINED BY TENANT OR ANY PERSONS CLAIMING BY, THROUGH OR UNDER TENANT OR BY ANY OCCUPANT OR SUBTENANT OF THE PREMISES OR ANY PORTION THEREOF OR BY ANY OTHER PERSON, RESULTING FROM ANY PART OF THE PREMISES OR ANY OF THE IMPROVEMENTS, EQUIPMENT OR APPURTENANCES BECOMING OUT OF ORDER, OR RESULTING FROM ANY ACCIDENT ON OR ABOUT THE PREMISES OR RESULTING DIRECTLY OR INDIRECTLY FROM ANY ACT OR NEGLIGENCE OF ANY PERSON, PROVIDED HOWEVER, THAT TENANT'S FOREGOING WAIVER PURSUANT TO THIS SECTION SHALL NOT REQUIRE TENANT TO WAIVE CLAIMS AGAINST LANDLORD ARISING OUT OF GROSS NEGLIGENCE OR WILLFULLY WRONGFUL MISCONDUCT OF LANDLORD OR ANY OF LANDLORD'S AGENTS (IT BEING UNDERSTOOD THAT LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR FAILURE TO ACT ON ITS PART). ALL PERSONAL PROPERTY BELONGING TO TENANT OR ANY OCCUPANT OF THE PREMISES THAT IS IN OR ON ANY PART OF THE PREMISES SHALL BE AT THE RISK OF TENANT OR OF SUCH OTHER PERSON ONLY, AND LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE THERETO OR FOR THE THEFT OR MISAPPROPRIATION THEREOF.

11. Attorney's Fees.

If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

12. Entire Agreement.

This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

13. Amendment of Lease.

This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

14. Limitation of Warranties.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

15. Notices.

Any notice required or permitted under this lease must be in writing. Any notice required by this lease shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Any address for notice may be changed by written notice delivered as provided herein.

16. Subordination.

This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases and to the lien of any mortgages or deeds of trust now or hereafter placed on the Premises. Landlord shall not be liable to Tenant for any damages for actions attributable to those agreements and shall receive all consideration paid therefor.

17. Subdivision.

Tenant acknowledges that the Premises are a part of a 1,324 +/- acre subdivision known as Wolf Creek Ranch (the "Ranch") which includes Common Area and 68 lots or tracts owned by individual property owners. Landlord shall have the right to designate those areas within the Premises that Tenant may use for grazing and Tenant agrees to limit grazing to those designated areas. Designated areas include all the Premises except portions of individual lots or tracts where owners have erected private yard fences around portions of their ownerships to effectively fence out Tenant's cattle adjacent to

houses. Landlord acknowledges that Tenant's cattle may graze on unfenced lots or tracts of owners and such grazing shall not constitute non-compliance with this lease.


18. Non-Exclusive

Notwithstanding anything to the contrary, this lease shall be non-exclusive and Landlord shall have the right, at all times, to conduct activities on the Premises as deemed desirable by Landlord and Landlord shall be permitted to enter the Premises at any time and for any purpose.

IN WITNESS WHEREOF, the undersigned have executed this lease as of the date first above written.

LANDLORD:

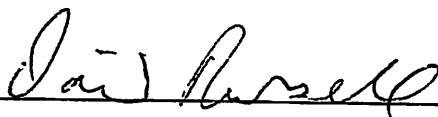
WOLF CREEK RANCH OWNERS ASSOCIATION,
a Texas nonprofit corporation

By: 

Name: Thomas W. Murrain

Title: PRESIDENT, WCROR

TENANT

By: 

Name: DAVID RUSSELL

EXHIBIT A
Legal Description

SURFACE ONLY of
WOLF CREEK RANCH,
a Private Subdivision containing 1,324.80 acres
consisting of approximately
101.90 acres out of the Leroy Smith Survey #408, ABST. #835,
121.10 acres out of the H. A. Chadwick Survey #623, ABST. #196,
33.00 acres out of the H. A. Chadwick Survey #624, ABST. #228,
58.23 acres out of the Logan Vandever Survey #521, ABST #933,
102.69 acres out of the Robert Adams Survey #680, ABST. #20,
620.20 acres out of the Uriah Harris Survey #659, ABST. #395,
5.76 acres out of the W. B.Reynolds Survey #1575, ABST. #1709,
72.95 acres out of the W. R. Hampton Survey #10, ABST. #1700,
66.45 acres out of the W. R. Hampton Survey #10, ABST. #1699,
8.10 acres out of the Alexander Pabst Survey #1043, ABST. # 689,
6.30 acres out of the J. P. McLish Survey, ABST. #604,
128.15 acres out of the Eastern Texas R. R. Survey #9, ABST. #295,
being a portion of that certain Tract #One
conveyed to Buchanan Investments, Ltd., a Texas Limited Liability Partnership in
Volume 0818, Pg. 0728
of the Official Public Records of Burnet County, Texas.

Wolf Creek Ranch Owners' Association
Statement of Assets, Liabilities, and Equity
Income Tax Basis
As of October 31, 2019

Assets

Current Assets

Cash-Wells Fargo #3191	\$	5,775.03
BBVA Compass Checking - 7578		94.00
BBVA Compass Money Market - 7748		91,495.31
BBVA Compass - 4757		65,239.63
Annual Dues Receivable		<u>5,181.08</u>

Total Current Assets

167,785.05

Property and Equipment

Equipment & Fixtures	\$	2,850.00
Gate Remote Clickers		239.36
Less Accumulated Depreciation		<u>(2,850.00)</u>

Total Property, Equipment, and Fixtures (See Notes 2 & 3)

239.36

Total Assets

\$ 168,024.41

Liabilities and Equity

Current Liabilities

Employment Taxes Payable	\$	807.72
FUTA Payable		<u>42.00</u>

Total Current Liabilities

849.72

Equity

Capital Maintenance-Road Resurfacing Reserve Fund	\$	64,804.00
Operations-Sustainability Fund		50,000.00
Retained Earnings-Operating Fund		<u>52,370.69</u>

Total Equity

167,174.69

Total Liabilities and Equity

\$ 168,024.41

See Accountants' Compilation Report

Wolf Creek Ranch Owners' Association
Actual to Budget Variance Report
Income Tax Basis
For the Ten Months Ended October 31, 2019

	<u>October 31, 2019</u>	<u>Annual Budget</u>	<u>Variance</u>	<u>Percentage of Budget Line Item</u>
Revenue				
Annual Dues Assessments	\$ 163,200.00	\$ 163,200.00	\$ 0.00	100.00
Dues Interest & Late Fees	2,437.00	0.00	2,437.00	-
Grass Lease	4,200.00	4,200.00	0.00	100.00
Interest Income	2,605.90	0.00	2,605.90	-
Road Resurfacing Reserve Revenue	0.00	26,830.00	(26,830.00)	-
Total Revenue	<u>\$ 172,442.90</u>	<u>\$ 194,230.00</u>	<u>\$ (21,787.10)</u>	<u>88.78</u>
Operating Expenses				
Wages	\$ 23,760.00	\$ 28,080.00	\$ (4,320.00)	84.62
Payroll Tax Expense	1,817.63	2,170.00	(352.37)	83.76
Futa Expense	42.00	103.00	(61.00)	40.78
Suta Expense	32.41	71.00	(38.59)	45.65
Mileage Reimbursement	867.78	1,900.00	(1,032.22)	45.67
Contract Labor	5,577.75	7,708.00	(2,130.25)	72.36
Computer & Internet Expense	697.67	750.00	(52.33)	93.02
Insurance Expense	23,711.00	23,700.00	11.00	100.05
Firewise Expense	127.74	2,500.00	(2,372.26)	5.11
Office Expense	363.55	925.00	(561.45)	39.30
Bank Charges	24.00	50.00	(26.00)	48.00
Postage & Delivery	113.70	300.00	(186.30)	37.90
Memberships, Subscriptions & Misc.	0.00	200.00	(200.00)	-
Legal & Consulting	2,166.81	6,000.00	(3,833.19)	36.11
Accounting Fees	4,045.00	4,275.00	(230.00)	94.62
Events/Annual Board Meeting	313.84	500.00	(186.16)	62.77
Repairs & Maintenance-Gates	523.74	600.00	(76.26)	87.29
Repairs & Maintenance-Dock	250.00	3,928.00	(3,678.00)	6.36
Repairs & Maintenance-Fences	0.00	300.00	(300.00)	-
Repairs & Maintenance-Roads	14,314.06	16,130.00	(1,815.94)	88.74
Tools, Equipment & Supplies	300.00	400.00	(100.00)	75.00
Repairs & Maintenance-Facilities & Grounds	1,512.36	1,000.00	512.36	151.24
Telephone - Office	1,839.85	2,000.00	(160.15)	91.99
Telephone - Gates	1,877.95	2,100.00	(222.05)	89.43
Utilities	4,010.37	5,200.00	(1,189.63)	77.12
Website	730.95	750.00	(19.05)	97.46
Trash Pick-Up	4,386.84	4,650.00	(263.16)	94.34
Groundskeeping	13,964.95	24,000.00	(10,035.05)	58.19
Wildlife Management	252.00	893.00	(641.00)	28.22
Property Taxes	2,516.94	2,557.00	(40.06)	98.43
Licenses and Permits - Dock	75.00	100.00	(25.00)	-75.00
Lease-Boat Dock	759.93	770.00	(10.07)	98.69
Federal Income Tax Expense	0.00	120.00	(120.00)	-

See Accountants' Compilation Report

Wolf Creek Ranch Owners' Association
Actual to Budget Variance Report
Income Tax Basis
For the Ten Months Ended October 31, 2019

Fence Section Replacement	5,000.00	10,000.00	(5,000.00)	50.00
Cactus Abatement/Land Mgmt.	0.00	4,200.00	(4,200.00)	-
Hog Abatement	0.00	300.00	(300.00)	-
Total Operating Expenses	<u>\$ 115,975.82</u>	<u>\$ 159,230.00</u>	<u>\$ (43,254.18)</u>	<u>72.84</u>
Other Expenses				
Road Resurfacing Reserve	\$ 0.00	\$ 35,000.00	\$ (35,000.00)	-
Total Other Expenses	<u>\$ 0.00</u>	<u>\$ 35,000.00</u>	<u>\$ (35,000.00)</u>	<u>0.00</u>
Total Expenses	<u>\$ 115,975.82</u>	<u>\$ 194,230.00</u>	<u>\$ (78,254.18)</u>	<u>59.71</u>

See Accountants' Compilation Report

WOLF CREEK RANCH COMMUNITY
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2020 Proposed Budget with Dues Increase of \$0

Per 68 Tracts
for \$2400

	Annual Budget	% per Tract	Cost per Tract
Revenue			
Annual Dues and Assessments	163,200.00	96.29%	
Payment Plan / Handling Fees & Late fees	864.00	0.51%	
Grass Lease	4,200.00	2.48%	
Dividend Income	0.00	0%	
Interest Income from Investments (MM,CD)	1,230.00	0.72%	
Total Income	169,494.00	100.00%	
Expenses			
	28,080.00	15.42%	\$370.08
Wages			28.56
Payroll Tax Expense	2,170.00	1.19%	1.44
Futa Expense	103.00	0.06%	0.96
Suta Expense	71.00	0.04%	25.2
Mileage Reimbursement	1,900.00	1.05%	101.52
Contract Labor	7,708.00	4.23%	9.84
Computer and Internet Expense	750.00	0.41%	312.48
Insurance Expense	23,700.00	13.02%	32.88
Firewise Expense	2,500.00	1.37%	12.24
Office Expense	925.00	0.51%	0.72
Bank Charges	50.00	0.03%	4.08
Postage and Delivery	300.00	0.17%	2.64
Memberships, Subscriptions, & Misc.	200.00	0.11%	79.2
Legal & Surveying Services	6,000.00	3.30%	56.4
Accounting Fees	4,275.00	2.35%	6.72
Events/Annual Board Meetings	500.00	0.28%	7.92
Repairs & maintenance - Gates	600.00	0.33%	51.84
Repairs & maintenance - Dock	3,928.00	2.16%	3.84
Repairs & maintenance - Fences	300.00	0.16%	131.76
Fence Section Replacement	10,000.00	5.49%	52.56
Repairs & maintenance - Roads	4,000.00	2.19%	12.96
Repairs & maintenance - Facilities/Grounds	1,000.00	0.54%	5.04
Tools, Equipment and Supplies	400.00	0.21%	

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2020 Proposed Budget with Dues Increase of \$0

Telephone - Office	2,000.00	1.09%	26.16
Telephone - Gates	2,100.00	1.15%	27.6
Utilities	5,200.00	2.85%	68.4
Website	500.00	0.27%	6.48
Trash Pick-up	4,900.00	2.69%	64.56
Groundskeeping	19,000.00	10.43%	250.32
Wildlife Management	893.00	0.49%	11.76
Property Taxes	2,557.00	1.41%	33.84
Licences and Permits - Dock	100.00	0.06%	1.44
Lease - Boat Dock	770.00	0.42%	10.08
Federal Income Tax Expense	120.00	0.07%	1.68
Cactus Abatement	4,200.00	2.31%	55.44
Hog Abatement	300.00	0.17%	4.08
Unforseen Contingency	0.00	0.00%	0
Total Operating Expenses	142,100.00	78.03%	\$1,872.72
Road Resurfacing Reserve - Transfer to Savings	40,000.00	21.97%	\$527.28
Total Expenses	182,100.00	100.00%	\$2,400.00
Net Income/Loss	-12,606.00		

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2020 Proposed Budget with Dues Increase of \$200 (Approx. 8.3%)

	Per 68 Tracts for \$2,600		Tract Portion
	Annual Budget		
Revenue			
Annual Dues and Assessments	176,800.00		
Payment Plan / Handling Fees and Late Fees (3)	864.00		
Grass Lease	4,200.00		
Dividend Income	0.00		
Interest Income from Investments (MM, CD)	1,230.00		
Total Income	183,094.00	1.47%	\$2,693.00
Expenses			
Wages	28,080.00	15.34%	\$413.11
Payroll Tax Expense	2,170.00	1.19%	32.05
Futa Expense	103.00	0.06%	1.62
Suta Expense	71.00	0.04%	1.07
Health care	500.00	0.27%	7.27
Mileage Reimbursement	1,400.00	0.77%	20.74
Contract Labor	7,708.00	4.21%	113.37
Computer and Internet Expense	750.00	0.41%	11.04
Insurance Expense	23,700.00	12.95%	348.74
Firewise Expense	2,500.00	1.37%	36.89
Office Expense	925.00	0.51%	13.74
Bank Charges	50.00	0.03%	0.81
Postage and Delivery	300.00	0.16%	4.3
Memberships, Subscriptions, & Misc.	200.00	0.10%	2.69
Legal & Surveying Services	6,000.00	3.28%	88.33
Accounting Fees	4,275.00	2.33%	62.75
Events/Annual Board Meetings	500.00	0.27%	7.27
Repairs & maintenance - Gates	600.00	0.32%	8.62
Repairs & maintenance - Dock	3,928.00	2.15%	57.9
Repairs & maintenance - Fences	300.00	0.16%	4.3
Fence Section Replacement	10,000.00	5.46%	147.04
Repairs & maintenance - Roads	4,000.00	2.18%	58.71
Repairs & maintenance - Facilities/Grounds	2,000.00	1.09%	29.36
Tools, Equipment and Supplies	400.00	0.21%	5.66

DRAFT

2020 Proposed Budget with Dues Increase of \$200 (Approx. 8.3%)

Telephone - Office	2,000.00	1.09%	29.36
Telephone - Gates	2,100.00	1.15%	30.97
Utilities	5,200.00	2.84%	76.48
Website	500.00	0.27%	7.27
Trash Pick-up	4,900.00	2.68%	72.17
Groundskeeping	19,000.00	10.38%	279.54
Wildlife Management	893.00	0.49%	13.2
Property Taxes	2,557.00	1.40%	37.7
Licences and Permits - Dock	100.00	0.05%	1.35
Lease - Boat Dock	770.00	0.42%	11.31
Federal Income Tax Expense	120.00	0.07%	1.89
Cactus Abatement	4,200.00	2.29%	61.66
Hog Abatement	300.00	0.16%	4.3
Unforseen Contingency	-6.00	0.00%	0
Total Operating Expenses	143,094.00	78.15%	\$2,104.58
Road Resurfacing Reserve - Transfer to Savings	40,000.00	21.85%	\$588.42
Total Expenses	183,094.00	1.00	\$2,693.00
Net Income/Loss	0.00		

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2020 Proposed Budget with Dues Increase of \$240 (10%)

	Per 68 Tracts for \$2,640	Tract Portion	
	Annual Budget		
Revenue			
Annual Dues and Assessments	179,520.00		
Payment Plan / Handling Fees and Late Fees	864.00		
Grass Lease	4,200.00		
Dividend Income	0.00		
Interest Income from Investments (MM, CD)	1,230.00		
Total Income	185,814.00	1.47%	\$2,733.00
Expenses			
Wages	28,080.00	15.11%	\$412.96
Payroll Tax Expense	2,170.00	1.17%	31.98
Futa Expense	103.00	0.05%	1.37
Suta Expense	71.00	0.03%	0.81
Health care	500.00	0.27%	7.38
Mileage Reimbursement	1,400.00	0.75%	20.5
Contract Labor	7,708.00	4.15%	113.42
Computer and Internet Expense	750.00	0.40%	10.93
Insurance Expense	23,700.00	12.75%	348.46
Firewise Expense	2,500.00	1.35%	36.9
Office Expense	925.00	0.50%	13.67
Bank Charges	50.00	0.03%	0.82
Postage and Delivery	300.00	0.16%	4.37
Memberships, Subscriptions, & Misc.	200.00	0.10%	2.73
Legal & Surveying Services	6,000.00	3.23%	88.28
Accounting Fees	4,275.00	2.30%	62.86
Events/Annual Board Meetings	500.00	0.27%	7.38
Repairs & maintenance - Gates	600.00	0.32%	8.75
Repairs & maintenance - Dock	3,928.00	2.11%	57.67
Repairs & maintenance - Fences	300.00	0.16%	4.37
Fence Section Replacement	10,000.00	5.38%	147.04
Repairs & maintenance - Roads	4,000.00	2.15%	58.76
Repairs & maintenance - Facilities/Grounds	2,000.00	1.08%	29.52
Tools, Equipment and Supplies	400.00	0.22%	6.01

Wolf Creek Ranch Owners Association

DRAFT

2020 Proposed Budget with Dues Increase of \$240 (10%)

Telephone - Office	2,000.00	1.08%	29.52
Telephone - Gates	2,100.00	1.13%	30.88
Utilities	5,200.00	2.80%	76.53
Website	500.00	0.27%	7.38
Trash Pick-up	4,900.00	2.64%	72.15
Groundskeeping	19,000.00	10.23%	279.59
Wildlife Management	893.00	0.49%	13.39
Property Taxes	2,557.00	1.38%	37.71
Licences and Permits - Dock	100.00	0.06%	1.63
Lease - Boat Dock	770.00	0.41%	11.2
Federal Income Tax Expense	120.00	0.07%	1.91
Cactus Abatement	4,200.00	2.26%	61.76
Hog Abatement	300.00	0.16%	4.37
Unforseen Contingency	2,714.00	1.46%	39.9
Total Operating Expenses	145,814.00	78.48%	\$2,144.86
Road Resurfacing Reserve - Transfer to Savings	40,000.00	21.52%	\$588.14
Total Expenses	185,814.00	100.00%	\$2,733.00
Net Income/Loss	0.00		

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2020 Proposed Budget with Dues Increase of \$300 (12.5%)

	Per 68 Tracts for \$2,700	Tract Portion	
	Annual Budget		
Revenue			
Annual Dues and Assessments	183,600.00		
Payment Plan / Handling Fees and Late Fees	864.00		
Grass Lease	4,200.00		
Dividend Income	0.00		
Interest Income from Investments (MM, CD)	1,230.00		
Total Income	189,894.00	1.42%	\$2,793.00
Expenses			
Wages	28,080.00	14.79%	\$413.08
Payroll Tax Expense	2,170.00	1.14%	31.84
Futa Expense	103.00	0.05%	1.4
Suta Expense	71.00	0.04%	1.12
Health Care	500.00	0.26%	7.26
Mileage Reimbursement	1,400.00	0.74%	20.67
Contract Labor	7,708.00	4.06%	113.4
Computer and Internet Expense	750.00	0.40%	11.17
Insurance Expense	23,700.00	12.48%	348.57
Firewise Expense	2,500.00	1.32%	36.87
Office Expense	925.00	0.49%	13.68
Bank Charges	50.00	0.03%	0.84
Postage and Delivery	300.00	0.16%	4.47
Memberships, Subscriptions, & Misc.	200.00	0.11%	3.07
Legal & Surveying Services	6,000.00	3.16%	88.26
Accounting Fees	4,275.00	2.25%	62.84
Events/Annual Board Meetings	500.00	0.26%	7.26
Repairs & maintenance - Gates	600.00	0.31%	8.66
Repairs & maintenance - Dock	3,928.00	2.06%	57.53
Repairs & maintenance - Fences	300.00	0.16%	4.47
Fence Section Replacement	10,000.00	5.27%	147.19
Repairs & maintenance - Roads	4,000.00	2.11%	58.93
Repairs & maintenance - Facilities/Grounds	2,000.00	1.05%	29.32
Tools, Equipment and Supplies	400.00	0.22%	6.14

Wolf Creek Ranch Owners Association
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2020 Proposed Budget with Dues Increase of \$300 (12.5%)

Telephone - Office	2,000.00	1.05%	29.32
Telephone - Gates	2,100.00	1.10%	30.72
Utilities	5,200.00	2.74%	76.53
Website	500.00	0.25%	6.98
Trash Pick-up	4,900.00	2.58%	72.06
Groundskeeping	19,000.00	10.00%	279.3
Wildlife Management	893.00	0.47%	13.13
Property Taxes	2,557.00	1.35%	37.71
Licences and Permits - Dock	100.00	0.05%	1.4
Lease - Boat Dock	770.00	0.41%	11.45
Federal Income Tax Expense	120.00	0.06%	1.68
Cactus Abatement	4,200.00	2.21%	61.73
Hog Abatement	300.00	0.16%	4.47
Unforeseen Contingency	6,794.00	3.58%	99.99
Total Operating Expenses	149,894.00		
Road Resurfacing Reserve - Transfer to Savings	40,000.00	21.07%	\$588.49
Total Expenses	189,894.00	100.00%	\$2,793.00
Net Income/Loss	0.00		

2020 Dues Payment Plan

Wolf Creek Ranch Owners Association

TOTAL 2020 DUES: \$2,700.00

SINGLE PAYMENT METHOD		
IF PAID BY:	HANDLING FEE	AMOUNT DUE
FEBRUARY 15, 2020	\$0.00	\$2,700.00

MONTHLY PAYMENT METHOD * (\$225 MONTHLY PAYMENT + \$27.00 HANDLING FEE)			
MONTHLY DUE DATES:	HANDLING FEE	AMOUNT DUE	MAX BALANCE TO AVOID SERVICE CHARGE^{1,2}
JAN 15, 2020	\$27.00	\$252.00	\$2,475.00
FEB 15, 2020	\$27.00	\$252.00	\$2,250.00
MAR 15, 2020	\$27.00	\$252.00	\$2,025.00
APR 15, 2020	\$27.00	\$252.00	\$1,800.00
MAY 15, 2020	\$27.00	\$252.00	\$1,575.00
JUN 15, 2020	\$27.00	\$252.00	\$1,350.00
JUL 15, 2020	\$27.00	\$252.00	\$1,125.00
AUG 15, 2020	\$27.00	\$252.00	\$900.00
SEP 15, 2020	\$27.00	\$252.00	\$675.00
OCT 15, 2020	\$27.00	\$252.00	\$450.00
NOV 15, 2020	\$27.00	\$252.00	\$225.00
DEC 15, 2020	\$27.00	\$252.00	\$0.00
TOTAL OF MONTHLY PAYMENTS		\$3,024.00	

*** 2020 DUES AND ASSESSMENTS COLLECTION POLICY****

1. DELINQUENCY OCCURS WHEN AN OWNER'S BALANCE ON THE DATE IN THE LEFTMOST COLUMN IS GREATER THAN THE AMOUNT SHOWN IN THE RIGHTMOST COLUMN IN THE TABLE ABOVE.
2. A SERVICE CHARGE OF \$25 WILL BE ADDED TO THE ACCOUNT BALANCE OF AN OWNER FOR EACH MONTH THAT THE OWNER IS DELINQUENT ON DUES AND/OR ASSESSMENTS IN ADDITION TO THE MONTHLY INTEREST RATE.
3. IF AN OWNER IS DELINQUENT FOR 90 DAYS OR LONGER, IN ADDITION TO THE MONTHLY \$25 SERVICE CHARGE, THE BOARD WILL SUSPEND THE OWNER'S PRIVILEGES TO USE OR ENJOY THE COMMONS AND MAY COMMENCE COLLECTION THROUGH LEGAL ACTION.
4. ANY COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES, WILL BE ADDED TO THE OWNER'S DELINQUENT BALANCE.

** IN ACCORDANCE WITH ARTICLE 5 OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH, BURNET COUNTY, TEXAS -- REV.1.21.2009

Mail payments to:
Wolf Creek Ranch Owners Association
10233 Ranch Road 2341
Burnet, TX 78611

2020 Dues Payment Plan

Wolf Creek Ranch Owners Association

TOTAL 2020 DUES: \$2,640.00

SINGLE PAYMENT METHOD		
IF PAID BY:	HANDLING FEE	AMOUNT DUE
FEBRUARY 15, 2020	\$0.00	\$2,640.00

MONTHLY PAYMENT METHOD * (\$220 MONTHLY PAYMENT + \$26.40 HANDLING FEE)			
MONTHLY DUE DATES:	HANDLING FEE	AMOUNT DUE	MAX BALANCE TO AVOID SERVICE CHARGE^{1,2}
JAN 15, 2020	\$26.40	\$246.40	\$2,420.00
FEB 15, 2020	\$26.40	\$246.40	\$2,200.00
MAR 15, 2020	\$26.40	\$246.40	\$1,980.00
APR 15, 2020	\$26.40	\$246.40	\$1,760.00
MAY 15, 2020	\$26.40	\$246.40	\$1,540.00
JUN 15, 2020	\$26.40	\$246.40	\$1,320.00
JUL 15, 2020	\$26.40	\$246.40	\$1,100.00
AUG 15, 2020	\$26.40	\$246.40	\$880.00
SEP 15, 2020	\$26.40	\$246.40	\$660.00
OCT 15, 2020	\$26.40	\$246.40	\$440.00
NOV 15, 2020	\$26.40	\$246.40	\$220.00
DEC 15, 2020	\$26.40	\$246.40	\$0.00
TOTAL OF MONTHLY PAYMENTS		\$2,956.80	

*** 2020 DUES AND ASSESSMENTS COLLECTION POLICY****

1. DELINQUENCY OCCURS WHEN AN OWNER'S BALANCE ON THE DATE IN THE LEFTMOST COLUMN IS GREATER THAN THE AMOUNT SHOWN IN THE RIGHTMOST COLUMN IN THE TABLE ABOVE.
2. A SERVICE CHARGE OF \$25 WILL BE ADDED TO THE ACCOUNT BALANCE OF AN OWNER FOR EACH MONTH THAT THE OWNER IS DELINQUENT ON DUES AND/OR ASSESSMENTS IN ADDITION TO THE MONTHLY INTEREST RATE.
3. IF AN OWNER IS DELINQUENT FOR 90 DAYS OR LONGER, IN ADDITION TO THE MONTHLY \$25 SERVICE CHARGE, THE BOARD WILL SUSPEND THE OWNER'S PRIVILEGES TO USE OR ENJOY THE COMMONS AND MAY COMMENCE COLLECTION THROUGH LEGAL ACTION.
4. ANY COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES, WILL BE ADDED TO THE OWNER'S DELINQUENT BALANCE.

** IN ACCORDANCE WITH ARTICLE 5 OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH, BURNET COUNTY, TEXAS -- REV.1.21.2009

Mail payments to:
Wolf Creek Ranch Owners Association
10233 Ranch Road 2341
Burnet, TX 78611

2020 Dues Payment Plan

Wolf Creek Ranch Owners Association

TOTAL 2020 DUES: \$2,600.00

SINGLE PAYMENT METHOD		
IF PAID BY:	HANDLING FEE	AMOUNT DUE
FEBRUARY 15, 2020	\$0.00	\$2,600.00

MONTHLY PAYMENT METHOD * (\$224 -FIRST MONTH, \$216 REMAINING 11 MONTHS + \$26.00 HANDLING FEE)			
MONTHLY DUE DATES:	HANDLING FEE	AMOUNT DUE	MAX BALANCE TO AVOID SERVICE CHARGE^{1,2}
JAN 15, 2020	\$26.00	\$250.00	\$2,376.00
FEB 15, 2020	\$26.00	\$242.00	\$2,160.00
MAR 15, 2020	\$26.00	\$242.00	\$1,944.00
APR 15, 2020	\$26.00	\$242.00	\$1,728.00
MAY 15, 2020	\$26.00	\$242.00	\$1,512.00
JUN 15, 2020	\$26.00	\$242.00	\$1,296.00
JUL 15, 2020	\$26.00	\$242.00	\$1,080.00
AUG 15, 2020	\$26.00	\$242.00	\$864.00
SEP 15, 2020	\$26.00	\$242.00	\$648.00
OCT 15, 2020	\$26.00	\$242.00	\$432.00
NOV 15, 2020	\$26.00	\$242.00	\$216.00
DEC 15, 2020	\$26.00	\$242.00	\$0.00
TOTAL OF MONTHLY PAYMENTS		\$2,912.00	

*** 2020 DUES AND ASSESSMENTS COLLECTION POLICY****

1. DELINQUENCY OCCURS WHEN AN OWNER'S BALANCE ON THE DATE IN THE LEFTMOST COLUMN IS GREATER THAN THE AMOUNT SHOWN IN THE RIGHTMOST COLUMN IN THE TABLE ABOVE.
2. A SERVICE CHARGE OF \$25 WILL BE ADDED TO THE ACCOUNT BALANCE OF AN OWNER FOR EACH MONTH THAT THE OWNER IS DELINQUENT ON DUES AND/OR ASSESSMENTS IN ADDITION TO THE MONTHLY INTEREST RATE.
3. IF AN OWNER IS DELINQUENT FOR 90 DAYS OR LONGER, IN ADDITION TO THE MONTHLY \$25 SERVICE CHARGE, THE BOARD WILL SUSPEND THE OWNER'S PRIVILEGES TO USE OR ENJOY THE COMMONS AND MAY COMMENCE COLLECTION THROUGH LEGAL ACTION.
4. ANY COST OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES, WILL BE ADDED TO THE OWNER'S DELINQUENT BALANCE.

** IN ACCORDANCE WITH ARTICLE 5 OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOLF CREEK RANCH, BURNET COUNTY, TEXAS -- REV.1.21.2009

Mail payments to:
Wolf Creek Ranch Owners Association
10233 Ranch Road 2341
Burnet, TX 78611

WCROA 2020 Director Nomination and Election Dates/Deadlines

According to WCROA Bylaws: The Director Nomination period begins on or before February 15th.

The *return due dates* for the Nomination Form and Ballot must be no less than 15 days and no more than 30 days after distribution.

The distribution and deadline dates are as follows:

Tuesday, January 21, 2020	Email Director Nomination Form with Instructions
Tuesday, February 11, 2020	Nomination Form due by Noon
Tuesday, February 18, 2020	Nominee Bios due by Noon
Thursday, February 20, 2020	Email Ballots with Instructions and Nominee bios
Friday, March 13, 2020	Ballots due by Noon

Wolf Creek Ranch Owners Association

Completed projects for 2019

Thru 11/17/19

The following list of projects were completed along with the routine mowing within the 2019 budget of \$24,500. The Budget for 2020 will be reduced to \$19,000. (Note: 2015-2017 budget was \$28,800 - \$34,500).

All work listed below was performed in the Common areas and roadways.

Available funds at the beginning of the year 2019	\$24,000
Funds used thru October 31, 2019	\$13,965
Remaining Funds for 2019	\$10,035

A special thanks to the following Committee Members and volunteers:

Eliza Bishop

Nelda Duff

Martin Jackson

Tommy Jones

Pete Mefford

Andy Piechowski

Tommy Skinner

Mark Stracke

Warren Struss

Kim Tanaghuichi

All other volunteers

2019 Routine Maintenance (Jan –Oct) \$3,710

Mowing – Maintenance Crew
Main Gate / Flower Beds
Office Area
Main Field
Roadsides
Dock Area
Pavilion

Mowing – Tommy/ Martin
Uncle Chestnuts Grave
Middle Gate
East Gate
Gate to Dumpster

2019 Maintenance Projects (Jan – Oct) \$10,255

- Clean cactus and raise the canopy at the base of White Bluff Trail (1/16/19)
- Clean out leaves debris out of Adams Creek at entrance to culvert (1/17/19)
- Adams Creek – Clean debris at the fence/ culvert area at FM 2341 (2/7/19)
- Roadsides – Walk to remove rock / cactus and spray brush (2/7/19)
- Clean brush in commons across from of the Barrons (2/7/19)
- Remove additional dead / cut brush along White Bluff Trail (2/7/19)
- Remove dead Cedars on East side of Morgan Creek in Commons (2/15, 2/16/19)
- Clean Mistletoe out of trees in field at main gate (2/16/19)
- White Bluff Trail - Remove cedars under Oak Trees along the road in Commons across from WB-3 and WB-4 (3/8/19)
- Fill in ditch in front of AC-4A to remove standing water (Spring 2019)
- Clean roadsides from the Pavilion to the creek and move debris to the burn pile (4/13/19)
- Cut and remove downed tree in the road in the tunnel (4/18, 4/19/19)
- Put up reflectors in curves, by culverts (5/4, 5/9, 5/11, 5/26, 5/13, 6/15/19)
- Spray road edge, around office, gates etc. with herbicides (6/7, 6/8, 6/13, 6/15, 6/21, 6/12/19)
- Trees overhanging Roads - Oak Trees at mailbox & area (7/3/19)
 - Trees @ bottom of White Bluff Road (7/19/19)
- Pasture at the Main gate – Clean Ball Moss out of the Oak trees (7/20/19)
- Determine responsibilities of WCR for Morgan Cove Road (8/15/19)
- Determine responsibilities of WCR for Davis Way Road (8/15/19)
- Clean tree out of Panther Draw (7/12/19)
- Removed reflector by water tank by MCW-5 for fire wise (7/12/19)
- Trim trees back along drive in the tunnel and haul brush to the burn pile (7/20/19)

- Remove Cactus in the tunnel (7/20/19)
- Cut brush from under 2 Oak Trees in Commons in front of RR-4 (8/3/19)
- Repair road base by middle gate by private drive (8/3/19)
- Take pictures & report unauthorized spraying of roadsides (8/4/19)
- Trim trees @ Pavilion Creek crossing (7/19/19)
- Clean out Mesquite @ Corral (7/19/19)
- Chestnut Trail – Cut/spray brush on roadsides (7/19/19)
- Adams Creek – Clean debris at the fence/culvert area at RR2341 (7/12/19)
- Roadsides – Continue to walk to Remove cactus/rock and spray brush (9/20/19)
- Oaks in commons – Cut brush underneath and take to burn pile (8/3/19)
- Remove 2 fallen trees(1 on road) at the Hampton House (7/12/19)
- Cut brush on roadsides in tunnel (7/20/19)
- Repair tear in road by middle gate (cold patch) (8/3/19)
- Repair pot hole in road across from RR-4 (cold patch) (10/19)
- Pick up limb across from Snyder (7/12/19)
- Fill in hole with granite gravel / concrete under wall @ Main Gate entrance (8/15/19)
- Clean out the culverts on the downside of the low water crossing @ Hampton House (9/20/19)
- Cut brush under Oak Tree in curve on ER-3C (8/31/19)
- Repair sprinkler System (Aug)
- Cut small Sycamores in creek at Hampton House (9/20/19)
- Remove brush from sides of roads(including from fence work) (9/20/19) (11/16/19)
- Water stressed tree in field at the Main Gate (Aug, Sept)
- Order and install 1 sign1 double sided sign at office (11/ /19)
- Cut/ remove downed tree on White bluff trail (11/15/19)
- Raise canopy of Oak Trees above Arena and round pen (11/15/19)
- Walk road- cut brush from office to meadow (11/15/19)
- Cut brush on road from the pass to the Pavilion (11/15/19)
- Clean Commons at Pavilion area – shred remove/Spray brush (11/15/19)
- Clean out Cedars in Commons across from MCW – 4 (11/16/19)
- Pick up remaining brush from the fence work (11/16/19)
- Finish cleaning blind curve at ER-3C (11/17/19)
- Mulch front flower beds (11/17/19)
- Start Cleaning Commons on White Bluff Trail Across from WB 9 (11/17/19)

11/15/2019

DRB Construction Status List

Owner	Tract	DRB Point	App Date	Issues	Conform	Variance	Contractor	Approval	Start	Completion	Status
Lester	RR-1	Lyn	2/14/2019				Agreement	8/2/2019	7/5/2019		Foundation completed
Dixon	HR-3A	Lee/Helen	4/22/2019				Agreement	5/19/2019	5/25/2019		Framing complete, windows in, early electrical and roof deck on all structures
McLelland	WB-8	Nelda/Lyn		Const. Time				12/13/2012			Concrete footings have been poured Additional concrete foundation in place Some railing installed on obs. deck
DRB Improvements Status List											
Owner	Tract	DRB Point	App Date	Project			Contractor	Approval	Start	Anticipated Completion	Status
Piechowski	ER-13B	Lee	9/9/2019	Add carport structure to existing shed			Homeowner	10/4/2019	10/1/2019	8/1/2020	
Taniguchi	MCW-7B	Helen	10/15/2019	Add decorative windmill to well area			Homeowner	10/26/2019	11/1/2019	12/1/2019	
Taniguchi	MCW-7B	Lyn	10/22/2019	Add rock address at drive			Homeowner	10/26/2019	10/30/2019	11/15/2019	
Bishop	WCR Office	Lee	10/25/2019	Add cautionary low clearance signs at office			Mark Stracke	10/26/2019	11/1/2019	11/30/2019	
Meyers	ER-2B	Lyn	11/7/2019	Enclose well and pump inside a well house			TBA	11/9/2019	11/1/2019	12/31/2019	
DRB Debris Pile Variance Status List											
Owner	Tract	DRB Point	App Date	Project				Approval	Start	Anticipated Completion	Status
Bishop	RR-3	Lyn	10/26/2018	Wildlife habitat				11/25/2018	Immediate	Ongoing	
Bishop	RR-3	Lyn	10/26/2018	Wildlife habitat				11/25/2018	Immediate	Ongoing	
Lund	RR-2	Lyn	10/22/2019	Clearing of brush, cactus to promote grass growth				10/26/2019	Immediate	1/31/2020	
Mize	WB-9	Lyn	4/1/2019	Clearing of brush, cedar on bluff				4/8/2019	Immediate	11/30/2019	All brush cleared; waiting for burning

Exhibit A

Guidelines for Timely Completion of Approved Construction Projects

The Wolf Creek Ranch Owners Association (WCROA) Design Review Board is empowered under the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wolf Creek Ranch of Burnet, TX to review plans and monitor construction for any improvements on any property within the Wolf Creek Ranch. This includes but is not limited to approval of plans for residences and other large building projects. While the Declaration is clear that once approved, construction must commence within one calendar year (12 months) from the date of the final approval (10.9), there is no time specified in the Declaration about project completion. 7.18 (Construction Activities) states that "This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of improvements . . . provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area."

The WCROA Design Review Board will from this time forward define "reasonable diligence to completion" as 18 months from the commencement of construction on any approved project. If a project is not completed in the specified time (18 months), remedies and penalties, some or all, as defined in Article XI, Section 2 will be applied. A request in writing for exception to the 18-month completion deadline may be considered on an individual basis by the DRB and/or the Board. No exception will be greater than an additional 6 months to complete a construction project so that the absolute maximum time to complete an approved improvement project will be 2 years (24 months) of construction. Failure to complete construction in a timely way will be subject to any (or all) of the remedies and penalties defined in Article XI, Section 2.

The Design Review Process will proceed as follows:

1. Application for Improvements will be submitted by the property owner (Owner/Applicant) in accordance with the Design Review Board's most current "Guidelines for Construction of Improvements and Use of Tracts on Wolf Creek Ranch" and applicable Covenants, Conditions and Restrictions (CC&Rs) in Articles VII, VIII, and X.
2. The Design Review Board will review the application, make appropriate site visits, confirm that the application is in compliance with its Guidelines and with the applicable CC&Rs.
3. The Design Review Board will approve the plan as submitted; require modifications or clarifications to the plan to bring it into compliance prior

to approval; or deny the application, with reasons, as submitted based on its review.

4. Upon approval, the Applicant/Owner will have one year (12 months) to begin construction on the plan as submitted and approved (10.9).
5. The Owner will have no more than 18 months to complete the approved construction project once construction has commenced. After 18 months, any and all remedies and penalties as outlined in 11.2 shall apply.
6. The Owner/Applicant may request in writing, an extension to the project completion time due to extenuating circumstances. Each request will be taken under review by the Design Review Board which may, but is not required to, extend the construction time up to an additional 6 months. At the end of the extension, if any, remedies and penalties as outlined in 11.2 shall apply.

Upon approval by the WCROA Board of Directors, any approved improvement projects currently under construction will fall under this new guideline and will be required to complete the approved construction project within 18 months to avoid applicable remedies or penalties.