

BIRCH CREEK FOREST PROPERTIES, INC.

RULES AND REGULATIONS POLICY

Purpose:

The following Rules and Regulations assist with the enforcement of situations not specifically or clearly addressed in the Deed Restrictions, Bylaws or other governing documents and shall serve as a supplement to any other policies in effect.

1. **Dump Maintenance**- All Members and their renter/tenants, guests, family and friends shall abide by the rules posted on the gate of the dump as well as listed below. All Members are required to sign a ***Dump Facility Use Agreement Policy***. The dump property is monitored by cameras at all times. Violating the rules of the dump, will result in an immediate fine as indicated in the ***Enforcement, Fines and Fees Policy*** which will be charged to the Member of the access card used in connection with the violation. In addition to immediate fine being assessed, if the Board determines corrective action is not possible or feasible, a 30-day suspension of the Member's access card will be imposed. Use of another Member's access card is strictly prohibited and will result in an immediate fine and deactivation of the Member's access card. Any fines and the reactivation fee must be paid before the access card will be reactivated.

Dump Rules: Dumpsters are for **household garbage only**. Burn area is for small trees, limbs, brush, and no trees over 4" in diameter. Absolutely NO petroleum products, shingles, tires, sheetrock, batteries, metal, pallets, treated or regular lumber, furniture, appliances, mattresses, TV's, chemicals, paint, fuel, or cement boards allowed in the dumpsters or burn pile. Leaves must be emptied from any bags and no leaves are allowed in the dumpsters. Cardboard boxes **MUST** be collapsed prior to putting them in the dumpsters. All dump rules will be strictly enforced.

2. **Violation Hearings**- All Members are entitled by state law to request a hearing before the Board of Directors within 30 days of the date of a violation notice. The Association will follow the procedures and guidelines for the hearing as set forth in the ***Texas Property Code Chapter 209, Section 209.007*** and the Association's ***Board Hearing Policy and Procedures***.
3. **Complaint/Grievances**- All complaints or grievances against another Member or the Association must be in written form and signed by the Member submitting the complaint or grievance along with their address. Any complaint or grievance missing the submitting Member's name and address, will not be acted upon unless it involves a serious safety or health hazard. All names involved in any complaints or grievances will remain confidential. The Board will determine in executive session whether a complaint or grievance is enforceable and needs to be acted upon. All complaints or

grievances will be briefly noted on the monthly agendas by indication of the specific category it's related to according to the ***Enforcement, Fines and Fees Policy*** of the Association. The Board will follow up via phone or email to the Member who submitted the complaint or grievance, stating the action, if any, that was taken by the Board to resolve the complaint or grievance.

4. **Swimming Pool-** All Members and their renters/tenants, guests, family and friends are required to follow the rules of the swimming pool as indicated by the signs on the swimming pool gate. The swimming pool is monitored by cameras at all times. Violating the rules of the swimming pool will result in an immediate fine as indicated in the ***Enforcement, Fines and Fees Policy*** which will be charged to the Member of the access card used in connection with the violation. In addition to the immediate fine being assessed, if the Board determines corrective action is not possible or feasible, a 30-day suspension of the owners' access card will be imposed. Use of another Member's access card is strictly prohibited and will result in an immediate fine and deactivation of the Member's access card. Any fines and the reactivation fee must be paid before the access card will be reactivated.
5. **Other Outdoor Common Areas-** All property owners are required to use proper and normal care when using the common areas of the subdivision, including but not limited to, the park area, the ponds, the helipad area etc.. Misuse of these areas may result in a fine if the action is of a non-curable nature or poses a threat to public health or safety as indicated in the ***Enforcement, Fines and Fees Policy***. Misuse of these areas may also involve criminal charges if the act is of a criminal nature.
6. **Community Center-** All property owners are required to use proper and normal care during any use of the community center. When renting the community center for a private event, all property owners are required to follow all rules indicated on the ***Community Center Rental Agreement*** required for all such rentals. Misuse of the community center will result in the loss of any deposits paid. Any damage to the community center in excess of any deposits received, will be the sole financial responsibility of the property owner to pay.
7. **Golf Cart/Utility Vehicle Usage:** All golf carts and utility vehicles must display a visible "Slow Moving Vehicle" sign and an individual with a valid Texas driver's license must be on board when being operated. Operators must obey all applicable road laws and traffic signs and may not exceed a speed of 25 miles per hour at any time. Owners must comply with the full ***Golf Cart and Utility Vehicle Policy***.
8. **Property Maintenance:** All properties within the subdivision must be maintained in a clean, safe, and aesthetically consistent manner to preserve community standards. Homeowners are responsible for lawns being regularly mowed, edged, and free of

weeds, overgrown vegetation, dead trees, or excessive debris must be removed. Non-operational or unregistered vehicles may not be stored in driveways or visible areas for extended periods of time. Homes must be kept in good repair, with no peeling paint, damaged siding, or broken windows.

9. **Contractor Bids-** The Association will request three (3) bids for any miscellaneous work or projects needed in which the anticipated cost will be more than \$2,000.00. Work anticipated to cost less than \$2,000.00 will require two (2) bids. The Association will request a minimum of three (3), with no fewer than two (2) bids, each year for all contracted Independent Contractor positions if the current Contractor does not renew at the current contract rate. These Independent Contractor positions currently include the following: Maintenance/Dump Contractor, Swimming Pool Contractor, Mowing /Groundskeeping Contractor and the Bookkeeping Contractor.

The Association reserves the right to amend, change or add to the above list of Rules and Regulations from time to time, as deemed necessary or to comply with changing State Laws.

CERTIFICATION

We, the undersigned officers of Birch Creek Forest Properties, Inc., hereby certify that this Rules and Regulation Policy was approved and adopted by the Board of Directors on June 07, 2025. It has been entered into the official books and records of the Association and shall be recorded in the Official Public Records of Real Property of Burleson County, Texas.

President: Renita Odstrcil

Printed Name: Renita Odstrcil

Vice-President: Thomas Howard

Printed Name: Thomas Howard

Secretary: John J. Dunkleman

Printed Name: John J. Dunkleman

Treasurer: Ann Marie Gallagher

Printed Name: Ann Marie Gallagher

Asst. Sec./Treasurer: Dennis Shook

Printed Name: Dennis Shook