

# **Policies & Procedures Manual**

## **Property Owners Association of Terlingua Ranch, Inc.**

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**Policies & Procedures Manual**  
**Property Owners Association of Terlingua Ranch, Inc.**

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## INTRODUCTION

These are the policies and procedures established by the Board of Directors. The following policies and procedures will be retained in a binder located in the POATRI office. Corrections and/or additions may be made when necessary by action of the Board. The Secretary of the Board will be responsible for seeing that the office copy is updated. The Manager may supplement these policies and procedures as long as such policies and procedures do not conflict with the Bylaws of POATRI, the Terlingua Ranch Maintenance Association agreement, the Corporate Charter, these or other policies established by the Board, or applicable law.

**“POATRI” is Property Owners Association of Terlingua Ranch, Inc., which may also be referred to as “the Corporation” or “the Association”.**

**It is POATRI’s policy that all POATRI employees and members of the Board strive to conduct POATRI business in a courteous and professional manner. POATRI members are held to the same standard in their interaction with POATRI employees and Directors.**

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**Property Owners Association of Terlingua Ranch, Inc.**

## **SECTION I – BOARD POLICIES & PROCEDURES**

### **1. Function and Organization of POATRI**

#### **A. Hours of Operation**

1. The POATRI Administrative office is open 9:00 AM to 5:00 PM, Monday through Friday to the extent the budget allows. Management has the authority to adjust these hours of operation as necessary. Administrative functions include the maintenance and repair of roads and Ranch-owned buildings and equipment, property owner services and assessment collection, as well as the financial management of all aspects of POATRI and Terlingua Ranch Lodge.
2. The Terlingua Ranch Lodge office is open 9:00 AM to 5:00 PM, seven days per week, to the extent the budget allows. Management has the authority to adjust these hours of operation as necessary. Its functions include the airstrip, swimming pool, reservations system: motel, RV and campsite rental; retail sales, water sales, and housekeeping functions associated with the motel, bathhouse facilities and swimming pool.

#### **B. Organizational Structure**

The Board of Directors is elected by the membership to manage the affairs of the Corporation. The Board of Directors is charged with the responsibility for hiring the Manager to oversee the daily operations of the Association. The staff is under the direct supervision of the Manager.

### **2. Board of Directors Executive Sessions**

- A. From time to time the Board of Directors may find it necessary to convene or retire to executive session. Such sessions may be called by the presiding officer under the following circumstances:
  1. Consideration of personnel matters relating to POATRI employees
  2. Consideration of matters relating to the current Board of Directors
  3. Discussion of legal matters
  4. Discussion of real estate matters
  5. Discussion of any other matter where, in the opinion of a majority of the Board, discretion will benefit the Association as a whole
- B. In general, executive sessions should not be utilized when the subject of the session involves matters of concern to all property owners.
- C. The presiding officer will announce the purpose of the executive session before the Board convenes or retires to an executive session.

- D. If the appropriateness of the subject of an executive session is brought to question, a majority of the Board of Directors will decide the issue.

*(Revised October 2011)*

### **3. Capital Reserve and Contingency Funds**

- A. The Capital Reserve Fund shall be reserved for capital asset replacement, repair or improvement, or making additions to POATRI assets,
- B. The Capital Reserve Fund balance shall be maintained with an established minimum limit of one hundred and fifty thousand dollars (\$150,000),
- C. The Contingency Fund shall be reserved expenditures caused by
  - (1) External events or actions that require action by POATRI to satisfy legal or regulatory requirements, or for any other emergency situation that requires POATRI to protect the best interest of property owners,
  - (2) Acts of God or other emergencies that cause damage to POATRI assets requiring unplanned expenditures,
- D. The Contingency Fund balance shall be maintained with an established minimum limit of two hundred thousand dollars (\$200,000),
- E. Use of either Fund shall require a majority vote of the Board,
- F. Access to either fund shall be by the signature of the President of the Board and two other officers of the Board,
- G. If at any time monies available in either fund is less than the established minimum limits, plans must be established immediately to restore the fund to their established minimum limits.
- H. Board approved withdrawals from either fund may be done only after the Board has approved a plan for repayment within the earliest possible timeframe
- I. In preparing each year's annual budget, the Manager and the Board shall determine a minimum % amount that will be added to each fund during the course of the year based on the year-end balance in each fund, including any unpaid withdrawals

*(Revised April 2016)*

### **4. Member Mediation Procedure**

The Member Mediation Procedure (MMP) addresses three types of concerns relating to members: 1. Management, 2. Policy, and 3. Board of Directors. For all three types of concerns, the member must first contact and work with the Manager in an attempt to resolve the concern.

If informal resolution is not reached between the Manager and the member, the member may initiate this formal procedure by proceeding with the following:

- A. A member having a concern regarding Management of Terlingua Ranch, a Policy concern, or a Board of Directors concern, shall provide the Manager with a detailed written description of the concern including the relief requested. The form is available online or at the office, as well as in this document.

- B.** Any and all supporting documentation, including photographs if applicable, should also be submitted with the written description of the concern. This written description shall also contain the member's tract number, current address, phone number, and email address, and will be date stamped by the Manager on the date it is received by the Manager.
1. Definition of a Management concern: any concern involving the Management of Terlingua Ranch Operations including, but not limited to, management or operations staff, road issues, Lodge issues, assessment accounts & collections, or any area referred to Management under POATRI governing documents and specifically Section III of the Policies & Procedures Manual.
  2. Definition of a Policy concern: any concern involving POATRI's existing policy, as found in the current POATRI governing documents, and specifically Section II of the Policies & Procedures Manual.
  3. Definition of Board of Directors concern: any concern directly related to Board functions, responsibilities, or the manner in which Board meetings are conducted under POATRI governing documents and specifically Section I of the Policies & Procedures Manual.
- C.** The member and Manager shall meet within a reasonable time to discuss the member's concern. The meeting may be in person at the Terlingua Ranch office or by telephone.
- D.** The process is ended when a consensus of opinion has been reached, even if the consensus is one of disagreement. If however, the concern addresses matters beyond the authority of the Manager, the Manager shall refer the matter to the Board for its consideration. In all events of a formal MMP, the Manager shall submit to the Board the member's written description of the concern, a summary of the meeting with the member and the result(s) of the meeting with the member.
- E.** If the Manager refers a matter to the Board for review, the Board shall address the matter via telephone conference, in executive session or at the next regularly scheduled Board meeting, at the sole discretion of the Board. The Board may, at its sole discretion, ask the member to attend a meeting to discuss and explain the concern presented. In any case, the member shall receive a written report from the Board regarding their review of the concern. Such report from the Board shall be delivered to the member's address on file within a reasonable period of time.

*(Revised October 2011)*

## **5. Election Process**

This section will illustrate the election phases and the actions that need to be taken to ensure an impartial and fair process.

**The Phases are:**

- Ongoing Activities
- Dates for Election Process

- Reminders
- Voters List
  - Running the Voters List
  - Corrections to the Voters List
- Ballot Printing
- Independent Vote Counter's Procedures
- Election
- Canvassing of Votes
- Election Recount

### **Ongoing Activities**

Under POATRI Bylaws, Article 3.02, buyers of property on Terlingua Ranch are ultimately responsible for their inclusion in the membership rolls. It is also every owner's responsibility to maintain a current address with POATRI. Additionally however, management and staff assist in this process by research through the Brewster County tax and deed records for new owners and/or changed addresses. Addresses are updated when notification from the postal service is received.

### **Dates for Election Process**

The dates for the election process are announced at the July Directors meeting, the application process starts in accordance with Article 4 of the Bylaws with applications for Board candidates being accepted starting on September 1 of each calendar year. Candidates for the Board will have their ballot position determined by a drawing at the October Board meeting. Candidates for the Board are reminded that they must be in compliance with Article 4.04 in order to be a candidate for the Board of Directors. It is the applicant's responsibility to ensure that they are a member in good standing as defined in Article 3.03 and that proof of ownership in the candidate's name must be provided in accordance with Article 4.06 of the Bylaws.

### **Reminders**

The following check list will be posted on the POATRI.org website in August and the 3<sup>rd</sup> quarter newsletter, if such are produced, to remind members of their rights and obligations to vote.

Check the following to ensure that you can vote in the upcoming election:

- Is my correct address on file at the POATRI office?
- If I am a new property owner, have I completed and returned the new owner package?
- Am I current on all my fees and assessments?
- Complete the ballot. Mail it back to the address listed on the ballot by the ballot deadline.
- Remember that mail delivery is not consistent during the Christmas season so mail early to ensure receipt. Ballots can only be received at the address printed on the ballot. Receipt at any other address will invalidate your ballot.
- If you have not received an official ballot from POATRI by the end of December, call or contact the Ranch office.

- All eligible members are encouraged to vote.

### **Voters List**

Prior to the Voters List being run (60 days prior to the date of the election as per POATRI Bylaws), the following actions must be undertaken by management staff.

1. On the day before a Voters List is to be created, management staff inputs all received payments and owner changes in possession.
2. A special trip to the post office in Terlingua is made to ensure that all payments and other applicable paperwork, such as deed changes, are obtained.
3. The annual assessment for the upcoming year must be applied to all accounts prior to the creation of the Voters List.

### **A. Running the Voters List**

1. The Voters List is created by a designated Director or other Board designee on the date that is sixty (60) days prior to any election date, as per POATRI Bylaws. The Voters List is created by choosing that option in TRIPOD (the property owner's computer database). This list is comprised of all owners in members in good standing status (MIGS) as outlined in Articles 3.02 and 3.03 of the Bylaws as of the date that the Voters List is created. The Voters List database is maintained separately in a static form for the purposes of the election for which it is created.
2. Two copies of the Voters List are printed. One copy is placed in a binder that is kept at the office reception desk for review by owners. The second copy is placed in the envelope for the Independent Vote Counter. A fixed content copy of the owners eligible to vote will be posted on [www.poatri.org](http://www.poatri.org).
3. On the same day, and before any additional payments or owner changes are input into TRIPOD, a ballot is created in TRIPOD listing either the candidates or amendments or both from the static, current election Voters List database. The Voters List database and the ballot database are the same.
4. A two part ballot is created with a randomly assigned ballot number applied to each of the two parts. The two part ballot consists of an owner identifier portion listing owner name, POATRI account number and one tract number plus a signature line. The second portion of the ballot contains the ballot information upon which a vote is being taken.
5. The voters/ballot database is copied to a memory stick, which is locked so that data cannot be added or deleted. These databases are then deleted from the POATRI computers.
6. The memory stick and one printed copy of the voters/ballot database are packaged for delivery by a Sheriff's deputy or other authorized person to the Independent Vote Counter (IVC). The package is taped and signed (so that tampering would be evident) by the designated Director or other Board designee. A receipt is given

to the deputy or other authorized person to be countersigned by the Independent Vote Counter and returned to POATRI.

7. If delivery is not made immediately, the sealed package is kept in the POATRI safe. When the package is picked up for delivery, the receipt is signed by the deputy, to be countersigned by the Independent Vote Counter (IVC) and returned to POATRI.

## **B. Corrections to the Voters List**

Any and all corrections to the Voters List from the date the database is frozen are made manually by the Independent Vote Counter (IVC). The process is as follows:

A per Article 3.07 of the POATRI Bylaws: “If a member is omitted from the Voters List in error, such member may appeal to the Manager by submitting valid written proof of property ownership, and proof of payments of POATRI assessments and other charges, at least fifty (50) days prior to the date of the election. The Manager shall then make corrections to the Voters List.”

When conditions set forth in Article 3.07 are met; a letter is generated to the IVC by the Manager listing the name(s), address, tract number and owner account number of the account to be added to the voters/ballot list. A copy of the letter sent to the IVC is placed in the folder in the reception area and the information is manually entered into the printed list. The Manager shall correct any errors discovered by POATRI staff during the election process by use of the same procedures.

## **Ballot Printing**

Within five (5) days of the ballots being created, a copy of the ballots is sent to the printer for printing and mailing of the ballots.

1. The printer is responsible for ensuring that all ballots are mailed no later than three (3) days prior to the forty five (45) day cutoff. POATRI will receive a copy of the proof of mailing statement from the printer. This receipt will be kept with the official Board records of POATRI.
2. The Ranch office will retain a fixed content copy of the ballots for the purpose of sending copies to owners who do not receive their ballots through the mail. This fixed content copy shall be deleted from the Ranch computers by a designated Director or Board designee prior to the close of the election.

## **Returned Ballots**

If ballots are returned with correct addresses they will be re-mailed immediately up to fifteen (15) days prior to the close of the election. If a ballot is returned within fifteen (15) days of the close of the election, it will NOT be re-mailed. Missing ballots (not received or misaddressed) may be emailed or faxed by POATRI staff using the static fixed content copies of the officially created ballots.

## **Other Ballot Information**

Ballots MAY NOT be hand delivered or emailed or faxed to the Ranch office. The official ballot posting is the address printed on the ballot. A ballot is not considered to be cast unless it is received at the address printed on the ballot.

*(Revised January 2014)*

## **Independent Vote Counter (IVC) Procedures**

Prior to the start of the election, one printed copy of the approved Voters List, one copy of the voters/ballot database on a computer memory stick, and the post office box key are delivered in a sealed package to the IVC by a Sheriff's deputy or other authorized persons. The IVC signs a receipt for the package at the time of delivery.

During the election the IVC performs the following duties

1. Collects ballots from the post office box (the last collection is to be after 5 PM on the date prior to the last day of the election).
2. Validates each ballot by using the ballot number to search the voter/ballot database.
3. Enters the ballot information, as ballots are received, into the voters/ballot database on the computer memory stick, using the automated input process provided in the database package.
4. The database contains only members in good standing status and no voting information is entered for accounts not in good standing.
5. A vote/ballot is not entered or counted if the ballot does not have the signature of the listed owner or if it has been submitted by a person other than the listed owner.
6. The IVC will receive letters from the Manager listing the name(s), address, tract number, and account number of persons to be added to the voters/ballot list and will enter this information manually into the printed voters/ballot list.
7. The IVC is instructed to manually mark any invalid or uncounted ballots received as to the reason for invalidation.
8. Separates the owner identifier portion of the ballot from the vote portion of the ballot and retains the owner identifier separately from the vote portion. The owner identifier portion of the ballot is not returned to the Board or the POATRI office.

## **Final Election Day process**

On the final day of the election, the IVC will bring all election materials delivered to her/him to the Ranch office, and arrive at the appropriate time for the following duties to be exercised:

1. Prior to the beginning of the annual BOD meeting, the IVC will collect any ballots provided by property owners in person and enter the ballot information following the same procedures previously described.

2. The Secretary for POATRI, or Board designee, will be available on the date and time to witness the finalization of the election by the IVC and to receive the official results.
3. When all valid ballots have been entered, and under the supervision of the Secretary of the Board of Directors, or other Board designee, the IVC will tabulate the ballots using the automated program provided in the database package, and the results of the election will be turned over to the Secretary or other Board designee.
4. The POATRI Secretary, or Board designee, will deliver the final election results to the seated Board for a resolution ratifying the election. The ratification of the election will be automatic once the seventy two (72) hour deadline for a recount has passed.
5. The Directors elected at the Annual Meeting of Members will be seated immediately following that meeting.
6. After turning over the election results, the IVC will then seal the ballots, the printed Voters List, and any manual update letters from the Manager into a box, which the IVC will hold for a period of seventy two (72) hours which is the required deadline for a request for a recount. The IVC will retain the memory stick.
7. The IVC will continue to collect any late ballots from the post office for three (3) days following the final election date, and deliver the post office key and these ballots in a marked and sealed envelope to the POATRI Manager or designee at the time that other election materials are returned to POATRI.
8. The IVC will keep control of the election materials during the seventy two (72) hour recount request period and if no recount is requested, then at a time convenient for all parties will return the sealed package to the POATRI office for storage via a Sheriff's deputy or other authorized persons. The package will be appropriately taped and signed by both the IVC and the deputy to maintain security.
9. If no recount is requested, the IVC will seal the owner identifier portion of the received ballots and the memory stick on which the election was tabulated and forward the sealed materials to the POATRI corporate counsel, who will retain the material for a period of three (3) years.
10. If no recount is requested, a list of owners who voted will be posted on the owner website poatri.org in a fixed content format.

### **Canvassing of Ballots**

1. Any member in good standing may request to canvass the election reports.
2. Election reports are created using only the randomly assigned ballot number. No owner identifier information will be provided.

3. Canvassing of the election results will not occur until seventy two (72) hours after the date of the election.
4. Review of the vote portion of the ballot will be supervised by a POATRI designee. The cost of such supervision is the responsibility of the requesting party. No photocopying or scanning of ballots is allowed. No owner identifier information will be provided.
5. Requests for canvassing or review of the vote portion of the ballots must be made in writing and include a list of all members in good standing who will be present for the canvassing.

### **Election Recounts**

A recount of the election of Directors will automatically occur if the difference between the total votes for the person elected with the least number of votes and the total votes for the person not elected who has the most number of votes of those not elected is two percent (2%) or less of the votes cast for the person who was elected. If the losing candidate so requests, no automatic recount will be held.

1. A request for a recount of the election of Directors or any other issue voted upon by the entire membership must be made in writing to the President of the POATRI Board or the Manager of POATRI within seventy two (72) hours of the announcement of the results of the vote. During this period the ballots and other election materials shall remain in the possession of the IVC in charge of conducting the election.
2. If after seventy two (72) hours from the announcement of the results of the election, no request for a recount or other challenge to the election is made, the election materials shall be returned to the POATRI office where they will be properly stored by the Manager for at least three years. All items undertaken by the Board after that point will be considered to be final. Items considered by the Board up to the seventy two (72) hour period will be subject to the Procedures applying to the Board of Directors during and after an election recount listed below.
3. Should a request for a recount be made or the election otherwise challenged, the ballots and other election materials shall remain in the possession of the IVC conducting the election until the recount is complete or the challenge resolved.

### **Recount Procedures**

1. Any election recount shall be held in Brewster County, Texas.
2. The requesting party is responsible for the cost of the recount unless the procedure changes the result of the vote, in which case the deposit will be refunded. If the result of the vote is changed (or the recount is automatic because of the small difference in votes cast for winning and losing candidates) the Corporation will be responsible for the cost of the recount.
3. The requesting party shall be required to make a deposit equal to the estimated cost for the recount. A minimum deposit of five hundred dollars (\$500) shall be

required, with additional amounts being determined by the Board of Directors on an annual basis. This annual review shall take into consideration the costs incurred by the IVC to recount the election.

4. The process for a recount will be as follows:
  - a. The recount shall occur in the Ranch office within thirty (30) days after the request and the deposit are received, depending on the availability of the supervising Board members, the IVC and the representative(s) for the person(s) requesting the recount. Two Board members, or Board designees, shall be chosen by majority vote of the Board to oversee the entire recount process. These Board members cannot be among the candidates for reelection. A representative(s) of the person(s) requesting the recount must be present to oversee the entire recount process.
  - b. The recount will be performed by the current IVC under the supervision of the overseers as described above.
  - c. The sealed envelopes containing the election materials shall be opened by the IVC.
  - d. The IVC will set up a new ballot input process using the same database and reenter each ballot.
  - e. Once all ballots have been reentered, they will be tabulated, and the results recorded and turned over to the supervising Board members, or Board designees, who will then notify the rest of the Board to complete the election process.
  - f. The results of the recount will be final.
  - g. The IVC will again place all election materials in a box, seal the box, and turn it over to the POATRI Manager or designee for storage.

#### **Procedures applying to the Board of Directors during and after an election recount**

1. All Board decisions and actions shall be suspended from the time a request for a recount is received to the time the recount is completed, except for those decisions and actions required to address emergency situations or that are required for POATRI to continue daily operation.
2. During a recount the Board will continue to respond to emergency situations and take appropriate action as required for the best interests of POATRI and property owners.
3. When the recount is completed the Board will resume its normal activities. If the recount results in different Directors being seated, any decisions or actions taken between the seating of new Directors at the Board meeting and the recount request being received will be put aside and shall be redone by the Directors seated after the recount.

*(Revised October 2011)*

## **6. Director Vacancy**

If a resignation will cause the number of Directors remaining on the Board to fall under seven (7), within three (3) days after the acceptance of the resignation of a Director, the President will instruct the Director Application Committee to post a request on the POATRI website, barring technical difficulties, asking for applications for the position. The applications will be returned to the Manager, who will forward them to the Director Application Committee.

The posting shall contain the standard Director's application created by the Director Application Committee and a time frame for returning the completed application. If the vacancy occurs no earlier than forty five (45) days preceding the next regularly scheduled quarterly meeting, the deadline for receipt of applications will be no later than seven (7) days prior to the quarterly meeting. If the vacancy occurs earlier than forty five (45) days preceding the next regularly scheduled quarterly meeting the deadline will be thirty (30) days from the posting of the vacancy. If the timing is appropriate, the request will be placed in the quarterly newsletter.

After reviewing the applications, the Director Application Committee will forward its recommendations to the President who will then disseminate them to the entire Board for review and comment.

The recommended applicants will be required to attend and review their applications with the Board (in person or by teleconference). Appointments will occur by a majority vote of the remaining Directors at the next regularly scheduled Board meeting. The appointed candidate must be able to complete the required orientation at the next regularly scheduled quarterly meeting.

If no applications meeting the Board qualifications as stated in Article 4.04 are received during the specified time frame, the notice will be removed from the poatri.org website. Following the next regularly scheduled meeting, the notice will be posted again. If the resigning Director has less than six (6) months remaining on the term, the seat may then be filled at the next election. The replacement will serve the remainder of the unexpired term.

In the event there are more than three (3) vacancies for Directors on the ballot and there is a member election to fill the vacated seat(s), the vacated seat(s) will be filled by the candidate with the next highest number of votes AFTER the regular three (3) Directors are elected. Vacancies will be filled by longest remaining term first.

*(Revised October 2011)*

## **7. Code of Ethics and Confidentiality of Committees and Taskforces**

The Board of Directors for the Property Owners Association of Terlingua Ranch, Inc. (POATRI) is committed to ensuring that the role and responsibilities of any appointed committee or task member are well defined and that expectations of such members are clear regarding standards of ethical conduct.

Therefore, we ask that these members shall conduct themselves in a professional manner, commit to teamwork and cooperation, and demonstrate behaviors that uphold the values

of honesty, integrity, trust and respect for all of the policies and persons involved with POATRI.

More specifically, all appointed committee and task force members shall adhere to the confidentiality requirements in state law.

*(Revised October 2011)*

## **8. Communications Policy**

The POATRI Board of Directors and Management have a responsibility to Terlingua Ranch members to communicate information related to the operation of the POATRI organization. This responsibility includes the following definitions and guidelines:

- A. The primary methods of communication, and the specific items to which this policy applies, include the POATRI website, newsletter, the election ballot package, and information given to property owners at the Terlingua Ranch office.
- B. Information is to be provided in at least one of the above channels on all appropriate topics as defined in the Topics Guideline, included below.
- C. All information is to be presented with:
  - 1. correctness of the individual facts,
  - 2. accuracy of the context of the message,
  - 3. a clear statement as to how the information affects property owners.
- D. Information and reports are to be provided in a manner that is easy to access, understand, and that can be utilized by property owners to stay informed.
- E. Information is to be provided in a timely manner that is appropriate for each specific topic with general timeframe guidelines provided in the Topics Guideline below, including specific references to other documents, such as the Bylaws and the Board of Directors Procedural Manual, that provide guidelines for the ballot and meeting processes, and Board meetings.
- F. Reasonable efforts are to be taken to provide specific accurate information through one or more of the channels in section (A) above to respond to situations where property owners and prospective property owners have received inaccurate information about Terlingua Ranch or the POATRI organization.

### **Topics Guideline Related to Sections (B) and Section (E) above**

The following list of topics is to be used as a guideline to ensure that property owners are provided all relevant information and that information is provided on a timely basis. This list may be updated by the Board and Management at any time to add and delete topics as appropriate to keep the topics list current. These topics are guidelines and the specific content of each topic is to be determined by the Board or Management depending on who is responsible for the information.

## **A. Corporate Reports and Policy Documents**

1. All financial statements, budgets and audit reports produced by the Corporation, contract accounting staff and independent auditors (to be provided to property owners via the website within two weeks after each quarterly Board meeting).
2. All corporate documents that govern the POATRI organization to include the Terlingua Ranch Maintenance Association document, Bylaws, and Policy & Procedures Manual (to be provided via the website within two weeks after changes to specific documents are approved by the Board and/or membership vote, and are filed with appropriate external authorities where required).
3. Current financial information to include revenue collections, overall expenses, cash flow position, revenue and expenses related to the Lodge, and any special circumstances or events that affect the financial condition of Terlingua Ranch.

## **B. Board Meeting Information**

1. A schedule of meetings and the location (specific responsibilities and timelines are provided in the Bylaws).
2. Board meeting synopsis and Board meeting minutes to include a summary of all decisions made and actions taken by the Board (to be provided per the guidelines in the Board of Directors Procedural Manual).

## **C. Operations Information**

To be provided via the website within two weeks after the Board meeting following the close of each quarter and to be included in the next published newsletter:

1. Road maintenance accomplishments
2. Availability and schedule of services from the restaurant, pool and Lodge accommodations

## **D. Strategic Plan Information**

To be provided via the website within four weeks after significant accomplishments are achieved or major changes are made:

1. Events and accomplishment that contribute toward achieving the goals outlined in the Strategic Plan
2. Any changes made to the Strategic Plan that affect the priorities and direction of Terlingua Ranch

## **F. Election, Ballot Process, Candidate Information, Member Meetings and Election Results**

1. All guidelines and timelines related to the election, ballot process and meetings are contained in the Bylaws.
2. All candidate information available (to be provided via the website as soon as practical after being approved and provided by the Director Application Committee).

*(Revised October 2011)*

## 9.Social Media Policy

WHEREAS, the property encumbered by this Social Media Policy (“**Policy**”) is that property initially restricted by the Protective Covenants and Use Restrictions, recorded under Vol. 198, Page 706 et. seq. of the Official Public Records of Brewster County, Texas, as same has been or may be amended from time to time (the “**Declaration**”), and any other property that is annexed thereto and made subject to the Property Owners’ Association of Terlingua Ranch, Inc.’s authority.

NOW THEREFORE, in accordance with the dedicatory instruments governing Property Owners’ Association of Terlingua Ranch, Inc., a Texas non-profit corporation (the “**Association**”), the Board of Directors of the Association (the “**Board**”) hereby adopts this Policy to establish rules and procedures for Members’ use of the Association’s social media outlets. This Policy runs with the land and is binding on all Members within the Association. This Policy replaces any previously recorded or implemented policy that addresses rules or procedures for Members’ use of the Association’s social media outlets.

### Social Media Policy

#### 1. Definitions

- 1.1. **Declaration’s Definitions.** Any capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.
- 1.2. **Content.** “Content” means content, written communication, material, suggestions, feedback, images, photographs, pictures, or otherwise graphical information.
- 1.3. **Social Media.** Social media or social networking includes all means of communicating or posting of information or content of any sort online (internet), including but not limited to: blogs, wikis, file-sharing, user-generated video and audio, social networks and other social networking applications. At present, many organizations are fully engaged with social media websites such as Facebook, Twitter, YouTube and LinkedIn and the Board intends to embrace and include in this Policy all new social media environments that may appear in the future which are not currently named.
- 1.4. **Good Standing.** “Good Standing” means an Owner who: (a) is current in the payment of assessments and other charges due and owing to the Association that are authorized by the Declaration or other dedicatory instrument of the Association and/or state law; and (b) is not the subject of an Association enforcement action for a violation of the Declaration or any other dedicatory instrument applicable to the Association.

## 2. Association's Social Media Websites or Newsletters

- 2.1. **Authority.** The Association may employ Social Media on behalf of the Association.
- 2.2. **Purpose.** Any website, form of Social Media, newsletter or other publication created on behalf of the Association shall be for informational and communication purposes only. The purpose of this Policy is to establish guidelines for Members, stakeholders and affiliated groups. This Policy covers the conduct and expectations, policies, audiences, definitions, standards, guidelines when participating in the Association's Social Media or social networking platforms. The Association must ensure the use of Social Media communications maintains its brand, identity, integrity and reputation while minimizing risks, inside or outside of the workplace.
- 2.3. **Unauthorized Social Media.** A Member shall not create a website, form of Social Media, newsletter or other publication that appears to be authorized by the Association or the Board, unless:
  - a. the Board has provided the Member written authorization to create or form such a website, social media, newsletter, and/or other publication; or
  - b. the Member prominently states on the website, Social Media, newsletter and/or other publication that it is "not official" and "not approved by Westgate Homeowners' Association, Inc."

## 3. Authorized Users

- 3.1. **Members and Employees.** Only Members and employees of the Association are permitted to post on the Association's Social Media websites. Employees must be authorized by the Association's manager, based on employee job responsibilities, to engage in work-time Social Media sites. All employees must identify themselves as employees of the Association or their affiliation and expertise when posting to the Association's Social Media. Members must be at least eighteen (18) years of age to post on the Association's Social Media websites. By posting Content, the user represents and warrants that he or she is a current Member of the Association in Good Standing. All Members must request permission from the Association in writing to join a website or form of Social Media by providing information regarding the property owned within the Association. Additionally, a Tenant may request permission from the Association in writing to join a website or form of Social Media by providing a copy of his/her lease, bill or valid Texas identification.
- 3.2. **Revoking Access.** If the Association deems in its sole discretion that a user of any of its Social Media websites is not a Member, or is a Member that is not in good standing, the Association may revoke the user's access to the Association's Social Media websites.

#### 4. Permitted Uses

- 4.1. **Permitted Content.** All Content on the Association’s Social Media websites, shall be respectful, positive, and in good taste. A Member **shall not** publish any Content that:
- a. the Member does not have the right to publish;
  - b. is for the purpose of advertising a commercial business or proposition (not including business referrals or residential classifieds);
  - c. is in connection with pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);
  - d. is inappropriate, profane, obscene, indecent, discriminatory, hateful, or abusive;
  - e. is defamatory, illegal, infringing, or otherwise tortuous;
  - f. attempts to identify or identifies potential infractions of the law and/or governing documents of the Association;
  - g. may be perceived as violating another person’s right to privacy, including but not limited to Member addresses and/or license plate numbers; or
  - h. attempts to address or addresses Association business.
- 4.2. **Other Users’ Legal Rights.** A Member shall not use the Association’s Social Media websites to abuse, harass, stalk, or threaten another person, or to otherwise violate the legal rights (such as rights of privacy and publicity) of another person.

#### 5. Moderation by the Association

- 5.1. **Moderating Activity.** The Association may, but is not required to monitor or moderate Content posted on the Association’s Social Media websites.
- 5.2. **Deleting Content.** Upon a report or other notice to the Association that any Content violates the Association’s governing documents, including this Policy, the Board, in its sole discretion, may delete the Content without notice to the user who posted it.
- 5.3. **Revoking Access.** If the Board, in its sole discretion, determines that a Member has violated the Association’s governing documents, including this Policy, the Board may revoke the Member’s access to the Association’s Social Media websites.

- 5.4. **Admin(s).** Rules regarding use of the Association’s Social Media website(s) shall be set at the sole discretion of either the Board, or by the Admin(s) selected by the Board. Members agree to abide by and adhere to the rules set forth by the Board or Admin(s).
6. **No Representations.** The Association makes no representations about the accuracy or veracity of Content published on its Social Media websites by Members or third parties. The Association does not guarantee that any information on its Social Media websites published by Members or third parties is current, exhaustive, complete, or suitable for any purpose.
7. **Emergencies.** All Association safety and/or emergency issues should immediately be reported to local authorities at 911.
8. **Compliance and/or Service Requests.** Violations of the Declaration and/or any governing documents of the Association shall not be reported through the Association’s Social Media website(s). Service requests shall not be submitted through the Association’s Social Media website(s).
9. **Subpoena.** All content from a website or any form of Social Media may be subject to a subpoena and discoverable in litigation or in preparation for litigation.
10. **Disclaimer.** The Association does not control or endorse the content, messages, or information submitted or posted by Members or third parties. As such, the Association disclaims any liability in connection with the use of its Social Media websites or from Members’ participation in such use. The Association specifically disclaims any liability for offensive, inappropriate, obscene, unlawful, or otherwise objectionable content or information a Member may encounter on the Association’s Social Media websites. The Association disclaims any liability in connection with the proliferation of users’ Content.
11. **Limitation of Liability.** The Association neither assumes nor authorizes any other person to assume for it any other liability in connection with the use of its Social Media websites. In no event will the Association be liable to any Member or third party for (a) any lost profits or revenue, incidental or consequential damages (including, indirect, special, punitive, or exemplary damages) arising out of the use or inability to use the Association’s Social Media websites, or (b) any claim by any other party, even if the Association has been advised of or had (or should have had) any knowledge (whether actual or constructive) of the possibility of such damages. The Association is not liable for the effects of any service outages, breach of servers (server or client side), or the resulting effects of such occurrences. The Association’s liability under this Policy to any particular Member in any particular year will not exceed an amount equal to: [the amount of any assessments paid to the Association by the Member in that year] x [(the amount the Association remitted to the relevant Social Media website in that year) / (the Association’s total expenses that year)].

This limitation will not limit any liability for gross negligence or damages that may not

*(Added October/2018, Revised July 2019)*

## **10. Member Participation at Meetings**

In order to assure that persons who wish to make public comment regarding proposed actions by the Board may be heard, and at the same time, conduct its meetings properly and efficiently, the Board adopts as policy the following procedures and rules pertaining to Participation by Members at Board meetings.

- Public service announcements, being of general interest to the Board and those present, will be at the pleasure of the President of the Board. Speakers are limited to three (3) minutes.
- Before the meeting begins any individual wishing to speak shall list their name and tract number on a sign-up sheet provided by the Secretary of the Board.
- Speakers must use the centrally located microphone for taping of official proceedings.
- The public Participation by Members is to be placed on the agenda following the resolutions to be presented. Speakers shall confine their questions and comments to the issues under discussion by the Board for the Board meeting and other items shall be discussed in the open forum at the Friday workshop meeting.
- Speakers should try not to repeat points already made by previous speakers. If there are several individuals concerned with the same issue, they are encouraged to select a spokesperson to address their views.
- Speakers are limited to three (3) minutes and shall not yield any portion to another speaker.
- The total time allotted for Participation by Members is thirty (30) minutes.
- It is expected that speakers will observe respectfulness, courtesy, decorum, dignity and good taste.
- The Board and/or Chair of the meeting will have authority to terminate any and all participatory discussion that is not on point to issues currently under consideration by the Board and for any other inappropriate behavior as noted in this document.

**Above all, all public participation at any POATRI meetings will be conducted according to the guidelines set forth in the Statement on Personal Conduct adopted by the Board of Directors.**

*(Revised October 2011)*

## **11. Use of Terlingua Ranch Logo**

The Terlingua Ranch logo is subject to the agreement regarding the use of the “Crazy Rabbit” design.

*(Revised October 2011)*

## **12. Polling of Votes by Board**

Voting on all issues should be done by polling each director and publishing the results of the vote in the minutes.

*(Revised October 2011)*

## **SECTION II – GENERAL ASSOCIATION POLICIES**

### **1. Terlingua Ranch Road Policy**

Except for the roads located on property owned by POATRI (primarily in the lodge area), POATRI does not own the roads at Terlingua Ranch. POATRI asserts an easement of ingress and egress across the roads of Terlingua Ranch for maintenance purposes.

Each property owner should seek his/her own legal counsel to determine his/her rights to use the roads on Terlingua Ranch. POATRI encourages unencumbered access to all parts of Terlingua Ranch by Members within the provisions of Texas Law and private property rights.

*(Revised January 2014)*

### **2. Barricades, Gates and other Barriers to Access**

- A. **WARNING:** Any gate, barrier, barricade or other impediment to road access may prevent or delay access to service or emergency vehicles and therefore may subject the owner of the said barrier, or barricade or other impediment to liability.
- B. Members who have barricaded a road shall not be relieved from any obligation to pay assessments.
- C. POATRI shall not maintain any barricaded road with a locked gate unless the owner of the gate provides POATRI with a means, acceptable to POATRI, to open the gate. POATRI will maintain roads with unlocked gates. POATRI reserves the right to discontinue maintenance on any road where, in POATRI's sole judgment, the number or dimensions of gates make maintenance impractical.

*(Revised January 2014)*

### **3. Maintenance of Terlingua Ranch Roads**

- A. Terlingua Ranch Roads are any existing roads located with property designated as Terlingua Ranch by the Terlingua Ranch Maintenance Association (TRMA) dated November 1, 1970, plus amendments, as filed with the Brewster County Clerk.
- B. Except as otherwise stated herein, POATRI accepts responsibility for the maintenance of Terlingua Ranch Roads.
- C. POATRI will endeavor to maintain all roads on Terlingua Ranch properties to a condition traversable by high clearance and four-wheel drive vehicles to the extent that POATRI holds maintenance easements on the roads.
- D. No property owner has the right to alter a Terlingua Ranch road and expect POATRI to maintain that altered road.
- E. POATRI may grant right of access to its agents and sub-contractors for the purpose of performing maintenance on the roads.

- F. POATRI is legally prohibited from performing maintenance on private driveways. A private driveway is a road or path located within the boundary of a tract which:
  - (i) is not open for travel by all owners and
  - (ii) does not pass through the tract so as to permit through traffic to the tracts of other owners. POATRI will perform maintenance on a road that ends at a tract only up to the boundary of the tract.
  
- G. POATRI reserves the right to decline to perform maintenance on a road which, in POATRI's judgment, is not subject to an easement or license permitting such maintenance.

*(Revised January 2014)*

#### **4. Financial Audits & Audit Committee**

The Board of Directors of POATRI (Board) are elected to their position and are charged with the fiduciary duty of providing financial management and oversight over the finances of POATRI. This duty cannot be delegated to others nor can any other group assume the responsibility of oversight. The use of a certified external auditor and the authorization of an Audit Committee along with established audit procedures in the POATRI Audit Committee Handbook are measures which are used by the Board to protect against fraud or deliberate manipulation of POATRI finances.

- A. Every year the Board shall engage a Certified Public Accountant licensed by the State of Texas and qualified to perform audits to examine the financial records of the Corporation. The person or firm hired to do such an annual audit shall be reviewed by the Board of Directors on a five (5) year schedule.
  
- B. The auditor will be required to report audit findings and recommendations to the Board no later than six (6) months after the closing date of the period being audited.
  
- C. The Board shall conduct or supervise an internal or financial audit when there is a change in staff that involves a check signer, or when a majority of the Board decides it is necessary. Two backup copies of the QuickBooks database file and TRIPOD database file shall be made after the closing of the books for the fiscal (calendar) year and upon a change of Manager. One copy shall be sealed and stored in the office safe and one copy shall be sealed and retained in a bank safety deposit box by the President of the Board (the Treasurer shall have the second key to the safety deposit box).
  
- D. The Board of Directors shall appoint an Audit Committee of no less than three (3) members and not more than six (6) members, all of whom shall be members in good standing of the Association. The President shall appoint an Audit Committee Chair from the existing members on the Audit Committee, or if there are no members remaining they may select a Chair who was not on the Audit Committee. The appointed Chair shall recommend additional Audit Committee members who must be approved by the Board of Directors. No member of the Audit Committee shall be a signer on any POATRI bank account, be an employee of POATRI, or maintain any business relationship with POATRI.

- E. The Audit Committee will conduct an examination of the areas listed and shall use the audit procedures provided in the Audit Committee Handbook. Audits of additional areas may be requested by the Board of Directors, the Board Executive Committee, Management, or recommended by the Audit Committee. For each additional audit, the Audit Committee shall prepare and submit to the Board of Directors and Management an audit plan with specific objectives and procedures for the audit process. Approval by the Board of Directors is required prior to initiating each additional audit project.

### **Audit Committee Responsibilities**

The Audit Committee's purpose is to assist the Board of Directors in performing its fiduciary management and oversight responsibilities by conducting the audits specified in the Audit Committee Handbook. The overall responsibility is to perform complete and accurate audits on a timely basis that satisfy the objectives for each audit and submit timely reports to the Board and Management.

The POATRI Audit Committee provides an audit function and members shall work in a cooperative and productive manner with Board members, the Manager and employees. Audit Committee members will follow the processes and procedures provided in the Audit Committee Handbook, work with Management and other designated personnel to understand POATRI practices and procedures, and provide useful and constructive reports providing feedback which can assist management in improving internal cash controls and also will allow the Board of Directors to accomplish their duty of oversight over POATRI finances.

Audit Committee members will not perform actual accounting and bookkeeping functions and therefore are not required to have specific accounting or bookkeeping skills. Members of the committee shall be charged with the responsibility of becoming familiar with all internal and external cash controls, and financial management procedures that relate to the listed audit projects.

At the conclusion of each audit the Audit Committee member(s) shall prepare an audit report, utilizing the audit report format provided in the Audit Committee Handbook, which shall present the audit process, and the findings resulting from the audit. This report shall be provided on a timely basis to the Audit Committee Chair, the Board and to the Manager. The Treasurer and the Manager shall be responsible for all appropriate follow up actions. All members of the Committee are charged with the responsibility of maintaining confidentiality. Audit Committee members may be required to review payroll records, property owner payment records and other data considered to be confidential. Committee members shall maintain the confidentiality of such information and shall sign the POATRI Confidentiality Statement upon becoming a member of the Committee.

Administrative errors or problems discovered during audits should be discussed with Management which will allow many minor errors to be corrected prior to preparing an audit report. Only those problems which may be of a more serious nature should not be discussed with Management prior to reporting to the Board. The Treasurer will be responsible for investigating those problems of a more serious nature and reporting the

findings to the Board of Directors. The Audit Committee is to act as a discovery and reporting group to the Board of Directors and Management.

Each Audit Committee member shall be provided a copy of the Audit Committee Handbook which shall contain the description of responsibilities, guidelines, and audit projects, and which shall provide Objectives and Procedures for all audit projects and an audit report format which is to be used at the conclusion of each audit.

*(Revised October 2011)*

## **5. Association Assessment Procedures**

- A. Association Assessments are assessed on all non-exempt property tracts on Terlingua Ranch. Ownership of property subject to such assessments obligates the owner to pay assessments at a rate that is set in the document entitled Terlingua Ranch Maintenance Association. Assessments are due on March 31<sup>st</sup> of each year and become past due on April 1<sup>st</sup> of the same year.
- B. A new owner who is buying only a portion of a tract or tracts subject to assessments that are delinquent shall be accountable for a prorated amount of the delinquency based on the number of acres being acquired, if applicable.
- C. Transfer of property to a new owner, whether by sale or by other means, automatically transfers assessment obligations as follows:
  - 1. If Grantee is not already an owner the account will be charged for the current annual assessment, prorated monthly from the deed date, plus any delinquent assessments owed on the tract(s) transferred. Grantee and Grantor must include any prepayment of fees in their closing calculations.
  - 2. If Grantee is already an owner, no additional current annual assessment will be charged; however delinquent assessments owed on the tract(s) will be transferred. If the property deeds are not in exactly the same name, a new account will be created to correctly reflect the deed information.
  - 3. All delinquent assessment transfers will be subject to any current amnesty program approved by the Board of Directors.
- D. A previous owner, who resumes ownership because of repossession or the buyer fails to complete the terms of a contract for sale, shall be responsible for only those assessments that would have been assessed had the sale not occurred. That is to say that no penalties shall accrue under the circumstances and should the resuming owner have other non-exempt tracts no delinquent assessments shall transfer back to the seller.

*(Revised October 2013)*

## **6. Assessment Amnesty Fee Program**

The Association will forgive a portion of the delinquent assessments for the purchaser of such tracts under the following conditions:

- A. There must be an arm's length relationship between the seller and the buyer.

- B. The purchaser must pay at the time of transfer forty percent (40%) of the delinquency, or the amount that will be collectible should the property go to foreclosure, whichever is less.
- C. A buyer who is an existing Terlingua Ranch property owner must be a member in good standing with the Association.
- D. Once a foreclosure petition has been filed with the Court, Purchaser discount will be available to any buyer under the above conditions so long as the buyer also agrees to pay all court costs and legal fees incurred in bringing suit.

The Manager is charged with the responsibility of creating and maintaining a system for tracking such transactions and for enforcing compliance with this program.

*(Revised October 2011)*

### **Suspension of Association Assessments**

All current maintenance charges on all tracts acquired by Brewster County (either by deed in lieu of tax lien foreclosure or Sheriff's deed by virtue of a tax lien foreclosure) shall be suspended only while the county holds title to these tracts.

*(Revised October 2011)*

## **7. Cost Accounting (Operations Allocation)**

Income and expenses of POATRI shall be allocated between the two distinct operations of the Corporation:

**Non-Supplemental Operations** – which includes the maintenance & improvement of the road system, general building operation and maintenance, and the administrative function of the collection and administration of Association Assessments

**Supplemental Revenues Operations** - which includes Lodge facilities and any other functions not associated with Association Assessments

Recognizing it is important to know how much income and expenses are associated with the different functions of POATRI's operations, a rule is established to determine whether specific income or expense items shall be assigned to a particular operation.

*(Revised October 2004)*

To determine whether the income or expense transaction in question is properly a Supplemental Revenues item, the following question should be asked: Would we have this income or expense if we did not run a Lodge operation? If the answer is "yes", we would still have incurred this expense or received this income, then the item does not belong to the Supplemental Revenue reporting area.

All other income and expense transactions shall be allocated to the Non-Supplemental classification.

*(Revised October 2011)*

## **8. Capitalization Policy**

This policy establishes a threshold of \$5,000 for capitalization and depreciation of fixed assets.

A fixed asset is defined as a unit of property that “(1) has a economic useful life that extends beyond 12 months, and (2) was acquired or produced for a cost great than \$5,000. Fixed assets are capitalized and depreciated for book and tax purposes.

A fixed asset costing less than the threshold stated above or having an economic useful life less than 12 months shall be recorded as an expense for financial statement and tax purposes.

*(Added October 2016)*

## SECTION III – MANAGEMENT & ADMINISTRATION POLICIES

### 1. Corporate Expenditures

- A. POATRI maintains four accounts for corporate expenditures:
1. **Deposit Account** – an account (preferably interest bearing) into which all funds are deposited except credit card receipts and PayPal receipts, which will be deposited in the Operating Account.
  2. **Operating Account** – all expenditures, except for payroll, are made from this account. Funds are transferred from the Deposit Account as needed to cover disbursements.
  3. **Payroll Account** – payroll checks are issued from this account. Funds are transferred from the Operating Account to cover paychecks written.
  4. **Petty Cash Account** – checking account requiring only one signature to pay certain vendors that will not, or cannot, send statements.
- B. Authorized signers on corporate expenditures shall be the President, Vice-President, Secretary and Treasurer of the Board of Directors, and the Manager, all of whom shall be bonded under the surety bond maintained by POATRI.
- C. Two authorized signers are required for all checks, with the following exceptions:
- The Manager is authorized to sign checks for normal operating expenses in amounts no more than six thousand dollars (\$6,000).
  - For amounts over six thousand dollars (\$6,000) two signatures will be required.
  - Only one signature is required on the payroll account; the Manager is authorized to sign alone on this account.
  - Only one signature is required on the petty cash account; the Manager is authorized to sign alone on this account. The Manager is further authorized to designate an employee who will be authorized to sign on this account if necessary. The balance of this account will be no more than fifteen hundred dollars (\$1,500) at any time. Any additional signer will be bonded.
- D. The Manager is responsible for keeping records of these accounts. The Manager is authorized to approve payments via PayPal.
- E. The Manager is authorized to make electronic transfers between all accounts maintained at West Texas National Bank as necessary to pay bills and payroll.
- F. A corporate debit card or credit card will be used for any online purchases. Only the Manager may authorize such purchases.

*(Revised July, 2017)*

## **2. Disposition of Surplus POATRI Property**

Property (non-real) no longer necessary for POATRI's purposes shall be listed as being surplus. The surplus list will describe the item or items in detail and explain why each item is no longer of use to POATRI along with an estimated value of the item. The list will be presented to the Board of Directors for their approval before the items may be transferred, sold, or disposed of. This procedure applies to any item estimated to have a value of one thousand dollars (\$1,000) or more. Items of lesser value may be considered salvage and disposed of in an environmentally acceptable manner.

The preferred method of sale requires that POATRI advertise surplus items locally and on the website as surplus and allow property owners (and non property owners) thirty (30) days to bid on the items using bid forms available from the POATRI office. All items shall be presented "as is, where is" with no warranty provided. POATRI shall provide a bid form listing and describing the items to be sold by POATRI along with self addressed envelopes for prospective bidders to return prior to the date and time indicated in the advertisement and on the bid form. The envelope will be marked "sealed bid enclosed – do not open".

POATRI employees and their immediate family and members of the POATRI Board of Directors shall not be allowed to bid on the items (or to have others bid for them) that are being disposed of to avoid any conflict of interest (real or apparent).

All bids will remain sealed and unopened until at least five (5) business days after the closing date for mailing bids at which time all bids received (including those hand carried to the bid opening) will be opened in public (at least two (2) property owners who are not employees are required to be present) with all bids including the winning bid being recorded and announced and the winning bidders contacted (bidders need not be present at the bid opening). All bids received will be placed in the POATRI files in accordance with the Policy & Procedures Manual regarding records retention. In the event of a tie bid a coin toss may determine the winner. All items thus disposed of will be paid for within ten (10) business days at which time they become the property of the successful bidder who will be obligated to remove the item or items in a timely manner. When the successful bidder pays by check, the item will not be considered paid for until the check clears the bank.

Monies, received from the sale of surplus property shall be deposited in the POATRI Contingency Fund.

*(Added October 2013)*

## **3. Insurance Review**

The Manager will review all corporate insurance coverage on an annual basis and to make a written report to the Board regarding coverage and costs.

*(Revised October 2011)*

#### **4. Collections Procedures**

Under the authority vested in POATRI, as successor Administrator of the Terlingua Ranch Maintenance Association assessment fund, it is the responsibility of the Corporation, or its designee, to collect annual assessments as authorized in the dedicatory documents. Current policy calls for the POATRI Manager to administer the collections system as Agent for the Board of Directors.

Assessments will be charged annually to each owner account in accordance with the current Section I of the Terlingua Ranch Maintenance Association document. Such assessment will be made on December 1<sup>st</sup> of each year for the upcoming year. A statement of assessment, including any unpaid balances, will be mailed immediately following said assessment to the owner of record as designated in the POATRI membership rolls.

Such annual assessment will be due and payable no later than March 31<sup>st</sup> of the year for which the assessment has been charged. Beginning April 15<sup>th</sup> of each year, unpaid current assessments will incur a yearly late fee as determined by the Manager and applicable Texas State Law.

At any time that an owner account becomes delinquent for one full year, the Manager, as Agent for the Board of Directors of POATRI, shall make a legal thirty (30) day demand for payment to the owner of record, as per applicable Texas State law. If at the end of the thirty (30) day period, no arrangements have been made by the owner to satisfy the delinquency, the Manager, as Agent for the Board of Directors of POATRI, shall file a lien in the public records of Brewster County against all non-exempt property in the owner's account for satisfaction of said delinquency.

No lien shall be released by POATRI until full satisfaction of the delinquency, to the extent allowed by Texas State law and the current POATRI Policies & Procedures, has been made.

The Manager is authorized, as Agent for the Board of Directors of POATRI, to pursue judicial or non-judicial foreclosure of all liens where appropriate. Such foreclosure process shall be determined on an individual case basis after consultation with POATRI corporate attorneys and approval by the Board of Directors.

*(Revised October 2011)*

#### **5. Availability of Records**

- A. Records maintained by POATRI shall be available for examination in the office of POATRI upon written request by any member of the Association in good standing. Said member is entitled to examine and copy at the member's expense, in person or by agent, accountant, or attorney, at any reasonable time and for a proper purpose, the books and records of the Corporation relevant to that purpose. Such availability shall be at the convenience of and shall not interfere with routine operations of the POATRI office. Records shall be provided by the office staff at the earliest convenient time as determined by the Manager.

- B. Records that contain a property owner's confidential and private information will not be available for inspection or copying by anyone other than POATRI and the property owner himself, unless written consent signed by the property owner whose confidential records are to be inspected is first received by POATRI.
- C. Original records shall not be removed from the POATRI office.
- D. Copies of records may be made at a cost to the property owner to be determined by the Manager on an annual basis. When the property owner's equipment and supplies are used there will be no charge except for employee time when appropriate.
- E. To ensure access to records, prior appointment is required.
- F. Records specifically related to the subject matter of a lawsuit or other legal matters, personnel records, minutes of Executive Sessions of the Board, or any records protected by law or sealed by a previous order of a court will not be made available without a court order properly served.
- G. If the Manager is unsure about the propriety of a request for information, the Secretary of the Board will make the determination. If the Secretary is unable to decide, the matter will be settled by a majority of the Board.
- H. Directors are not charged for copies of records if the purpose of the request is reasonably related to his or her duties as a Director. If there is a question regarding the relationship between the request and a Director's duties, the matter will be decided by majority vote of the Board.
- I. Individual Directors may not bypass these procedures by releasing information available to them as a part of their duties as a Board member. Directors who violate this rule will be subject to penalties as determined by the Bylaws.
- J. No records of the Corporation obtained by an owner may be used for commercial purposes without approval of a majority of the Board, conveyed in writing signed by the President of the Board.
- K. Should any owner use requested records or materials for a purpose other than for which it was obtained, that owner will no longer be entitled to access Corporate records until such time as the Board removes the restriction.
- L. Members in good standing may obtain a copy of the POATRI Voters List in a non-edit protected, non fixed content electronic format, or in hard copy upon the submission of a written request to the Manager. The Manager is authorized to charge a reasonable fee for providing the Voters List in hard copy. An electronic copy may be emailed or placed on a CD at no additional charge.

*(Revised October, 2013)*

## **6. Maintenance and Retention of Records**

- A. Paper financial records shall be retained in accordance with recommendations of the POATRI auditor and requirements of federal, state and local taxing agencies.

Income tax returns and the annual financial statements approved by the Board will be kept permanently on paper.

- B. Written minutes of regular and special Membership Meetings as well as regular and special Board Meetings (including Executive Sessions) shall be retained permanently. Policies that are rescinded or superseded shall be retained separately for historical purposes. Taped recordings of meetings shall be kept for three years; written transcriptions of the tape records will be retained permanently.
- C. Ballots for election of Directors shall be retained for three (3) years, except that those that also include a vote on changes to the Bylaws or other legal documents requiring membership approval shall be retained permanently.
- D. Records specifically related to the subject matter of lawsuits shall be maintained until resolution of such lawsuits. After this time the disposition of such records shall be governed by the appropriate paragraphs of this section.
- E. Records will be stored in a manner that will keep them safe from destruction by fire, flood, vermin, the occasional plague of locusts, or any other destructive agent.
- F. Computer backup media will be stored off site and will be updated at least once a week.

*(Revised October 2011)*

## **7. Restrictions of the Use of Computer Equipment**

- A. No copyrighted material is allowed to be present on POATRI-owned computer equipment without the proper license.
- B. No pornographic material is allowed to be present on any POATRI-owned equipment.
- C. POATRI-owned computers may not be used for the private business operation of any person. The occasional personal email communication (“occasional” being defined by the Manager) is acceptable.
- D. The Manager is authorized to audit the computer system at his or her own discretion (or upon instruction by the Board) and to remove any forbidden material immediately upon its discovery.

*(Revised October 2011)*

## **8. Passwords and Other Security Procedures**

It is vital to the successful operations of POATRI that a complete list of the passwords on the POATRI computer system and other security information be maintained at all times.

- A. No password protected material may exist on the computer system without the consent of the Manager.
- B. No employee shall change a password without the consent of the Manager.

- C. The Manager shall keep a master list of all passwords and safe combinations and shall see that a duplicate master list, which is to be held by the President of the Board, is updated immediately.
- D. Any Board member who has password access to POATRI computers is under the same obligation to keep the master list current at all times.
- E. The Manager shall serve as administrator of the QuickBooks Accounting System.
- F. Only the Manager, Treasurer and the President of the Board will have the QuickBooks Administrator password.
- G. The Manager and/or his/her designee shall serve as webmasters of *terlinguaranch.com*. The Manager will serve as the administrator of the *terlinguaranch.com* email system and the computer network. Only the Manager & the President of the Board will have the administrative password(s) controlling that website, the *terlinguaranch.com* email system, and the computer network.
- H. The President of the Board and/or his/her designee (another BOD member) shall serve as webmasters for *poatri.org*. Only the President of the Board and webmaster of *poatri.org* will have the administrative password(s) controlling that website and the *poatri.org* email system.
- I. Upon the elections of new officers, the outgoing President and Treasurer of the Board will see to it that their successors receive the appropriate security information for which they are responsible.

(Revised October 2011)

## **9. Lodge Rate Policy**

### **A. Property Owner Rates**

- Members in Good Standing are eligible for a flat rate on rooms reserved at Terlingua Ranch Lodge. These rates apply only to spouses and dependent children residing with the members in good standing. Employees/partners of non-family MIGS, such as educational institutions, corporations and/or partnerships will also be eligible for the property owner rates for themselves and their spouses and dependent children residing with the employee/partner.
- The board will evaluate the Members in Good Standing rates yearly at the July quarterly meeting. Any changes in the members in good standing rates would be effective August 1<sup>st</sup> each year.

### **B. Non-Property owner rates**

- The Ranch Manager has the authority set the rates for non-property owner room rates in order to respond to the fluctuating, seasonal nature of the Lodge business.

### **C. Non-Property owner discounts**

- Groups paying for a minimum of 8 rooms (two quads) are eligible for a 25% discount per room per night.
- Senior Citizens (62 or older), military members (active and veterans), and students are eligible for a 10% discount. Proof of eligibility must be provided at check-in.
- Non-Property Owner discounts may not be combined.

*(Revised October 2017 & July 2019)*



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## MEMBER MEDIATION FORM

As referred to in the Policy and Procedure Manual

The purpose of this form is to enable us to collect as much information as possible to enable us to provide a resolution to your concern. After completion, please submit this form and any attachments to the Manager either via email, mail or in person. The documents will be date and time stamped and then distributed to the appropriate parties for action.

Name: \_\_\_\_\_ Tract Number(s) \_\_\_\_\_

Mailing address:

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

May we add this to our database?  Yes  No

Phone number for contact: \_\_\_\_\_

Does your concern relate to:  Roads  Fees  Deeds

Office Staff  Board of Directors  Other

Please provide written description of the concern. Printing or typing is preferred. Please use as many pages as necessary, attach any photographs, copies of deeds or other documentation to help us understand the concern.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Manager  
Phone: Extension 12  
Email: [manager@terlinguaranch.com](mailto:manager@terlinguaranch.com)

Property Owner Service  
Phone: Extension 11  
Email: [propertyinfo@terlinguaranch.com](mailto:propertyinfo@terlinguaranch.com)