

**BEXAR COUNTY HIGHLANDS RANCH HOMEOWNERS ASSOCIATION, INC.**

**POLICY ON CHARGES FOR DAMAGE TO GATE STRUCTURES**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF BEXAR       §**

**A. RECITALS**

1. WHEREAS, there have been numerous instances of people (“violators”) causing damage to the Association’s (“HOA”) metal gate structure and related equipment and the gate arm and related equipment since these were installed, typically due to such violators attempting to “tail-gate” others entering or exiting through the gates, even though a sign clearly warns against tail-gating;
2. WHEREAS, the HOA’s camera system has generally identified the violators and the HOA has attempted to obtain reimbursement from the identified violators for the actual cost of repairs;
3. WHEREAS, the HOA has used a gate wood arm or a metal break-away arm in the past and may use either in the future and either of which can and has been broken when vehicles hit them;
4. WHEREAS, when the metal arm is hit, someone has to incur time to manually put it back in the proper position;
5. WHEREAS, Article III, Section 27, “Damage to Common Areas or Common facilities”, of the Declaration of Covenants, Conditions and Restrictions of Highlands Ranch Units 1 through 4 Planned Unit Developments (“DCCR”) states that any damage to Common Area or Facilities caused by an Owner or its contractors, agents, family, guests, lessees, licenses or invitees. are responsible for repairing/replacing any such items damaged by such parties within 30 days and, if not done so, can be repaired/replaced by the HOA and charged to the Owner’s account;
6. WHEREAS, the Board has the authority under Article IX, Section 3, “Entry Gates, Streets and Security” of the DCCR to adopt policies/rules governing access to the subdivision and the use of subdivision streets;
7. NOW, therefore, the Board adopts the following Policy on Charges for Damage to Gate Structures, which shall supersede any previously adopted such policy.

**B. POLICY**

1. This Policy shall apply to anyone (“violation”) driving a vehicle that is identified as causing damage to the gate arm/operator mechanism and/or causing damage to any other part of the HOA’s gate structures, which include the related motorized gate control units, the metal gates, keypad, the stone wall, etc.

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2. For damage to the arm and/or related gate structures by a violator, the following charges shall apply to the violator:
  - a. When a metal break-away gate arm is used, if it is hit and damaged by any violator, but with no significant damage, allowing it to be put back in place, and requires someone (such as an HOA member) other than a third-party installer to put it back in place, the violator shall pay an administrative charge as set by the HOA's Board of Directors from time to time. If significant damage is made to the arm and/or arm operator causing any part to be repaired or replaced by a third-party installer, the violator shall pay for the actual cost of repair or replacement plus the aforementioned administrative charge.
  - b. When a wood gate arm is used, if it is hit and damaged by any violator, requiring its repair or replacement performed by a third-party installer or another party (such as an HOA member), the violator shall pay for the actual cost of repair or replacement plus the aforementioned administrative charge.
  - c. If there is any damage requiring repair or replacement to any other part of the gate structure by any violator, the violator shall pay for the actual cost to replace or repair any damaged parts.
  
3. The HOA's management company shall handle identification of the violator and communications (with first notice being sent by certified mail) with the violator, including providing them with the date of violation, type of violation, evidence of the violation by them, the amount of reimbursement for cost to repair or replace any damaged item plus the aforementioned administrative charge. In addition, the management company shall apply the following:
  - a. Violator is an HOA resident: Inform the violator that the assessed reimbursement and the administrative charge per Item 2 above shall be charged to their account with the HOA in accordance with DCCR, Article III, Section 27: (i) on or about 45 days after the violation if they do not request a hearing per Item 4 below or (ii) on or about 15 days after the hearing if they do request a hearing, but that the assessed reimbursement and/or administrative charge will be based on the decision made at or shortly after the hearing by the Board.
  - b. Violator is a non-resident: Inform the violator that they should pay the HOA for the assessed reimbursement within 30 days after the date of the aforementioned notice or, if not received, they shall not be permitted to re-enter the Highlands Ranch subdivision after the 30 days expires until such reimbursement and/or administrative charge is paid. All homeowners may be notified (via e-mail, etc.) of the name of the violator (including violation date and type of damage) and of the Board's action against the violator and may be requested not to allow such violators to re-enter until homeowners are notified that such payment has been made, thereby seeking the help of homeowners in recovering payment for damage to HOA property. **EXCEPTION:** This entry prohibition shall not apply to public emergency vehicles, such as medical, police and fire, although reimbursement for damage (but not the administrative charge) shall apply to these.

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If the violator is an HOA resident, the HOA's Enforcement Policy (i.e., relating to violations of provisions of the DCCR, Bylaws and Board policies) shall apply. It requires that the responsible party be sent by certified mail a Notice of Enforcement Action that sets forth the details of the violation and that party's right to a hearing before the Board.

4. Notwithstanding the foregoing, the Board hereby vests in the HOA's President and/or Treasurer the authority to waive or adjust the amount of the reimbursement for damage and/or the administrative charge based on the circumstances, except where a hearing before the Board is held with a violator who is an HOA resident. For example, if the violator is an emergency vehicle or a resident who is on a medical, police or fire protection trip, any otherwise appropriate charges may be waived or adjusted. The President and/or Treasurer, in their discretion, may wish to consult the entire Board on these decisions.
5. The amount of the administrative charge stated herein shall be set by the Board from time to time by adoption of a Board Resolution, which shall effectively amend the provisions in this Policy relating to the administrative charge.

**C. CERTIFICATION**

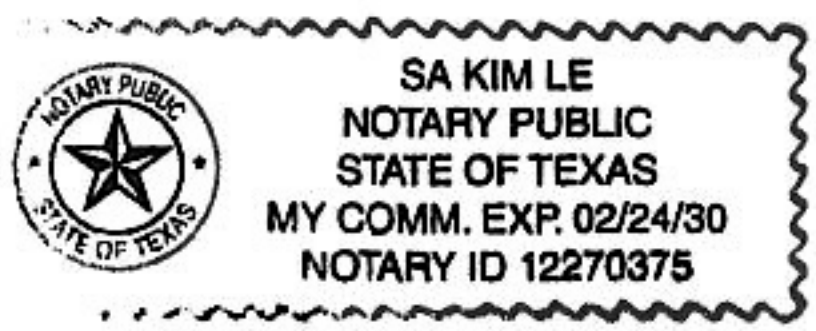
I hereby certify that, as Secretary of the Board of Directors of Bexar County Highlands Ranch Homeowners Association, Inc., the foregoing Policy was adopted by majority vote of the Board of the HOA on the \_\_\_\_ day of February 26, 2026, at a meeting of said Board at which a quorum was present, to be effective upon this Policy being recorded in the Official Public Records of Bexar County, Texas.

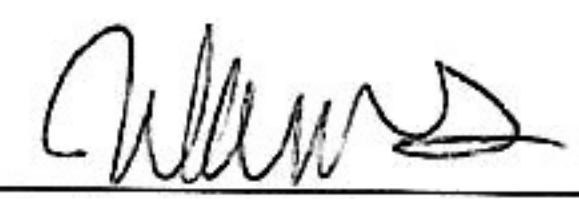
  
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Michael Prado, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

Before me, the undersigned notary public, on this day personally appeared Michael Prado, Secretary of the Board of Directors of Bexar County Highlands Ranch Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 27<sup>th</sup> day of February, 2026.



  
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Notary Public, State of Texas