

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I.

Definitions

- A. "ARC" means the Association's architectural review authority, as defined by Section 209.00505 of the Code. A person may not be appointed or elected to serve on the ARC if the person is:
- a. A current board member;
 - b. A current board member's spouse; or
 - c. A person residing in a current board member's household.
- B. "ARC Notice" means the notice of ARC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II.

Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.

- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III.

Additional Rules Applicable to Hearings in Connection with Denial of an ARC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ARC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ARC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ARC Notice must:
 - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ARC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ARC as consistent with the Association's Dedicatory Instruments.

IV.

Additional Rules Applicable to Other Hearings

- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:
 - a. the levying of fines for violations of the Dedicatory Instruments;
 - b. suspension of an Owner's right to use the Common Areas;

- c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
 - d. charging an Owner for property damage; or
 - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that this 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Waller County, Texas.

TO CERTIFY which witness my hand this the 15 day of October, 2021.

**RANCHES OF CLEAR CREEK
COMMUNITY ASSOCIATION**

By: Tanya L. Herzog

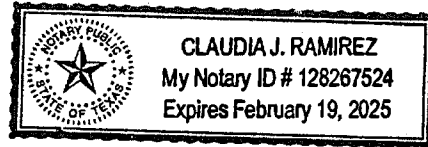
Printed: Tanya L. Herzog

Its: Secretary

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

BEFORE ME, the undersigned notary public, on this 15 day of October, 2021 personally appeared Tanya Lynn Herzog, Secretary of Ranches of Clear Reek Community Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

Claudia J. Ramirez
Notary Public in and for the State of Texas



BID SOLICITATION POLICY
for
RANCHES OF CLEAR CREEK COMMUNITY ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF WALLER §

I, Tanya Herrod, Secretary of Ranches of Clear Creek Community Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 10th day of October 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy ("Policy") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for the Ranches of Clear Creek, recorded in the Official Public Records of Real Property of Waller County, Texas, under Clerk's File No. 600713, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
3. The Board of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the Bid Solicitation Policy for Ranches of Clear Creek Community Association

administration and maintenance of the community.

1. **Applicability.** This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as “Contractors”) in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

2. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

3. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the “Solicitation”).

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Waller County, Texas.

TO CERTIFY which witness my hand this the 15 day of October, 2021

RANCHES OF CLEAR CREEK
COMMUNITY ASSOCIATION

By: Tanya L. Herzog

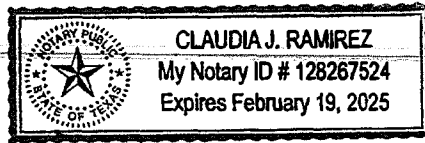
Printed: Tanya L. Herzog

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

BEFORE ME, the undersigned notary public, on this 15 day of October, 2021 personally appeared Tanya Lynn Herzog Secretary of Ranches of Clear Creek Community Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

Claudia J. Ramirez
Notary Public in and for the State of Texas



DISPLAY OF RELIGIOUS ITEMS POLICY
for
RANCHES OF CLEAR CREEK COMMUNITY ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF WALLER §

I, Tanya Herzog, Secretary of Ranches of Clear Reek Community Association (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 10th day of October, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy ("Policy") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for the Ranches of Clear Creek, recorded in the Official Public Records of Real Property of Waller County, Texas, under Clerk's File No. 600713, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.
3. The Board of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.
4. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

Archtectural Review Committee Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Reivew Committee ("ARC") application must be submitted to the Association and

approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require ARC approval. All other religious displays shall require ARC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ARC approval.
- b. Seasonal religious holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than 60 days before and 30 days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an ARC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the

dedicatory instruments governing the community.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that this Display of Religious Items Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Waller County, Texas.

TO CERTIFY which witness my hand this the 15 day of October, 2021.

**RANCHES OF CLEAR CREEK
COMMUNITY ASSOCIATION**

By: Tanya Herzog

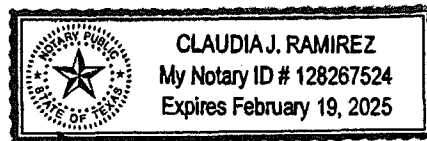
Printed: Tanya L Herzog

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

BEFORE ME, the undersigned notary public, on this 15 day of October, 2021 personally appeared Tanya Lynn Herzog, Secretary of Ranches of Clear Creek Community Association, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity herein expressed.

Claudia J. Ramirez
Notary Public in and for the State of Texas



FILED AND RECORDED

Instrument Number: 2112357

Filing and Recording Date: 10/21/2021 09:31:17 AM Pages: 34 Recording Fee:

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

CSC, Deputy

Returned To:
ROBERTS MARKEL WEINBERG BUTLER HAILEY
2800 POST OAK BLVD FL 57
HOUSTON, TX 77056