



ADDITIONAL DEDICATORY INSTRUMENT
for
TIERRA GRANDE LANDOWNER'S ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:


"My name is Christopher J. Archambault. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the attorney for TIERRA GRANDE LANDOWNER'S ASSOCIATION. Pursuant with Section 202.006 of the TEXAS PROPERTY CODE, the following documents are copies of the original, official documents from the Association's files, which are kept in the normal course of business, by the custodian of records.

1. Assessment Collection and Enforcement Policy;
2. ACC Eligibility and Solicitation Policy;
3. Contract Procurement Policy;
4. Religious Item Display Policy;
5. Document Retention, Inspection, and Production Policy;
6. Social Media Policy
7. Procedures and Guidelines for Conducting Hearings Pursuant to Chapter 209 of the Texas Property Code;
8. Flag Display and Flagpole Policy;
9. Board Code of Conduct Agreement.

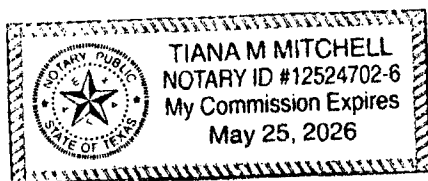
DATED this 9th day of February, 2026.

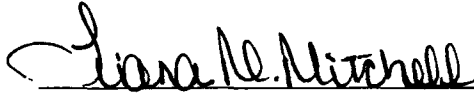
TIERRA GRANDE LANDOWNER'S
ASSOCIATION

BY: 
Name: Chris Archambault
Attorney for TIERRA GRANDE
LANDOWNER'S ASSOCIATION

STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 9th day of February, 2026, by the said Chris Archambault, Attorney for TIERRA GRANDE LANDOWNER'S ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
ASSESSMENT COLLECTION AND ENFORCEMENT POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "**Association**") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 952404 74, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "**Declaration**"); and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board desires to adopt this Policy for the purposes of establishing a uniform and systematic procedure to collect assessments and other charges of the Association and identify the guidelines under which owners may request an alternative payment schedule for certain assessments; and

WHEREAS, this Assessment Collection and Enforcement Policy takes the place of, and withdraws, any previously-enacted and/or recorded assessment collection and enforcement policies, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Assessment Collection and Enforcement Policy:

POLICY:

I. ASSESSMENTS

1.1 **Due Date.** Assessments are due on January 15th of any given year (“**Due Date**”). Any special assessment shall be due on the date specified upon adoption of a Special Assessment. Any assessment not paid within thirty (30) days of the Due Date shall be delinquent and the Owner shall be in default.

II. COLLECTION ACTIONS BY MANAGEMENT COMPANY

Upon an Owner’s failure to timely pay an assessment, the Association’s management company may take the following actions:

2.1 **Delinquent Notice.** The Association’s management company may send out an initial delinquency notice for assessments, or for any special assessments, within thirty (30) days of the Due Date. Such notice may demand payment of the amount due, in addition to any interest or late fees.

2.2 **Certified Demand Letter.** If the Owner does not pay the delinquent amount due within the time specified in the Delinquency Notice, the Association’s management company shall send a Certified Demand letter (via USPS certified mail or as otherwise required by law) to the Owner providing forty-five (45) days to pay the past due balance. The Certified Demand Letter shall also notify the Owner of their ability to enter into a payment plan, and that if they fail to timely pay the delinquent balance, the account shall be turned over to the Association’s attorney’s office for further collections. The Association, in addition to any other remedies, may also suspend an Owner’s access rights to the Association’s Common Area.

2.3 **Administrative Fees.** The Owner’s account may be charged any Administrative Fees or costs incurred by the Association.

2.4 **Return Payment Charges.** A non-negotiable fee of not less than \$25.00 will be applied to the Owner’s account for any payment that is not honored by a bank or financial institution for any reason including but not limited to insufficient funds. Such return payment charge shall be due and payable immediately upon demand. Any applicable delinquent payment charges, which would have been assessed if the payment had not been made, may also be applied to the Owner’s account. The payment of the outstanding balance will be required to be paid with a money order or cashier’s check. Personal checks will not be accepted to satisfy an outstanding balance when an insufficient fund check makes up a portion of the balance.

2.5 Account Transfer. In the event the delinquent amount remains unpaid after ninety (90) days, the Association may turn the Owner's account over to the Association's attorney's office for further collection activity. Upon the account being transferred to the Association's attorney, the Owner's account shall be flagged as "attorney status," and all communications with the Owner shall be through the attorney's office. The Association shall not accept payments, correspond with, or otherwise provide payoffs for accounts that are at the attorney's office without first consulting with the attorney.

III. COLLECTION ACTIONS BY THE ATTORNEY

3.1 Initial Demand Letter. The Association's attorney may send the Owner an Initial Demand Letter, allowing thirty (30) days for payment for delinquent amount due, including any associated expenses, fees, costs, and attorney fees.

3.2 Final Demand Letter and Notice of Unpaid Assessment. The Association's attorney may prepare and file a Notice of Unpaid Assessment lien in the County Real Property Records and send a Final Demand Letter allowing the Owner an additional fifteen (15) days to pay the delinquent amount due.

3.3 Lawsuit. If the Owner fails to timely pay the delinquent amount due, the Association may authorize the filing of a lawsuit against the Owner to collect the past due amounts. Pursuant to the Association's Declaration, the Association retains a lien on the Owner's property which may be foreclosed upon.

3.4 Foreclosure. Upon securing a final judgment against an Owner for failure to pay the delinquent amount due, in addition to the recovery of associated costs, late fees, interests, and attorney fees, the Association may foreclose on the judgment and/or execute on any non-exempt assets of an Owner.

3.5 Additional Remedies. The attorney is further authorized to take any other action, at law or in equity, on behalf of the Association to collect the past due amounts from the Owner. The remedies provided herein are not exclusive and the Association may avail itself to any other remedies available at law or in equity.

VI. PAYMENT PLANS

4.1 Partial Payments. Partial payments, or any payment of less than the full amount due, may not be accepted until and unless the Owner has entered into a signed, written payment plan agreement with the Association. Any partial payments not made under said payment plan agreement may be returned to the Owner.

4.2 Payment Plans. The attorney is authorized to work out an agreed payment plan with an Owner to include the full amount due, including all additional costs, expenses, administrative fees, late fees, and attorney fees, as well as any future fees which may be incurred during the lifetime of the payment plan. The minimum term for a payment plan shall be three (3) months. The Association is not required to enter into a payment plan with an Owner who defaulted on a payment plan in the prior two (2) years, or an owner who failed to enter into a payment plan within forty-five (45) days of the date in which the Owner's account becomes delinquent.

4.3 Attorney Fees. The Owner shall be responsible for the reimbursement of all charges, costs, and attorney fees incurred by the Association in the collection of the delinquent balance.

V. MISCELLANEOUS

5.1 Priority of Payments. Any payment received by the Association from the Owner shall be applied in the order of priority as required by Section 209.0063 of the Texas Property Code unless otherwise agreed to in a payment plan.

5.2 Insufficient Funds. Any Owner payment which is denied by the bank, or otherwise returned for insufficient funds ("NSF"), may result in an administrative and/or processing fee being charged to the Owner's account. In addition, the Association may require that any future payments be submitted by certified funds, including cashier's check or money order. In addition to any NSF fee(s), the Owner may be charged for any additional fees incurred by the Association related to proceeding with collection of the amount due.

5.3 Owner's Information. It is the responsibility and obligation of each Owner to provide the Owner's mailing address and contact information to the Association and to promptly notify the Association in the event the Owner's contact information changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Association of the Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or email, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of the Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided to the

Association by the Owner in writing. All notices to an Owner pursuant to these Bylaws shall be mailed to the Owner at the Owner's last known mailing address. If mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of an Owner's mailing address.

CERTIFICATION

The Board adopts this Assessment Collection and Enforcement Policy for the benefit of the Association and instructs the undersigned to execute this Assessment Collection and Enforcement Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

TIERRA GRANDE LANDOWNER'S ASSOCIATION

By: _____

Name: _____

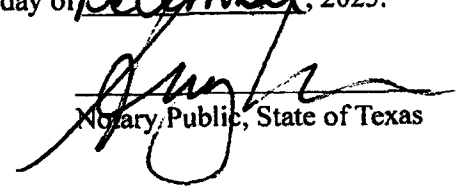
Position: _____

[Handwritten Signature]
Colby Roueau
President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.


Notary Public, State of Texas



**TIERRA GRANDE LANDOWNER'S ASSOCIATION
ACC ELIGIBILITY AND SOLICITATION POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "Association") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "Declaration"); and

WHEREAS, Section 209.00506 of the Texas Property Code (the "TPC") was added by the 89th Texas Legislature regarding a person's eligibility to serve on the Architectural Control Committee (the "ACC"); and

WHEREAS, Section 209.00507 of the TPC was added by the 89th Texas Legislature to provide the solicitation process for ACC candidates; and

WHEREAS, the Board deems it to be in the best interest of the Association and the Subdivision to establish procedures by which members shall be appointed to and serve on the ACC as set forth below; and

WHEREAS, this ACC Eligibility and Solicitation Policy takes place of, and withdraws, any previously-enacted and/or recorded ACC eligibility and solicitation policies, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following ACC Eligibility and Solicitation Policy:

POLICY:

I. ACC ELIGIBILITY

1.1 Notification of Interest. A person may not be appointed or elected to serve on the ACC unless the person timely notifies the Association of the person's interest in serving on the ACC in accordance with Section 209.00507 of the TPC.

1.2 Ineligible Persons. A person may not be appointed or elected to serve on the ACC if the person is:

1.2.1 a current board member;

1.2.2 a current board member's spouse; or

1.2.3 a person residing in a current board member's household.

1.3 Exception for Vacancies. If a vacancy remains on the ACC after each eligible person who timely notified the Association in accordance with Section 209.00507 of the TPC is appointed or elected to the ACC, the Association may appoint any person to fill the vacancy, including a person not otherwise eligible.

II. SOLICITATION OF CANDIDATES

2.1 Solicitation of Interest. No later than the 10th day before the date the Association or the Board takes action to elect or appoint, or meets to elect or appoint, a person to serve on the ACC, the Association must provide notice to the Association's members soliciting persons interested in serving on the ACC.

2.2 Notice Requirements. The notice required must be provided by mail to each owner or by posting the notice in a conspicuous manner reasonably designed to provide notice to the Association's members in a place located on the Association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision or on any Internet website maintained by the Association or other Internet media and sending the notice by e-mail to each owner who has registered an e-mail address with the Association and contain instructions for a person to notify the Association of the person's interest in serving on the ACC, including the date by which the person's notification must be received by the Association.

2.2.1 The date established by the Association by which said notification of a person's interest in serving on the ACC must be received by the Association, may not be a date earlier than the 10th day after the date the Association provides the notice to Association members to solicitate candidates.

CERTIFICATION

The Board adopts this ACC Eligibility and Solicitation Policy for the benefit of the Association and instructs the undersigned to execute this ACC Eligibility and Solicitation Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

**TIERRA GRANDE LANDOWNERS
ASSOCIATION**

By: _____

Name: Colby Rencan

Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.



Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
CONTRACT PROCUREMENT POLICY**

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "Association") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "Declaration"); and

WHEREAS, Chapter 209 of the Texas Property Code (the "Code") requires the Association to solicit bids or proposals using a bid process established by the Association for the procurement of any proposed contract or services that will cost more than \$50,000; and

WHEREAS, the Board desires to adopt a contract procurement policy establishing a process for the solicitation of bids and proposals for the purpose of complying with the Code; and

WHEREAS, this Contract Procurement Policy takes the place of, and withdraws, any previously-enacted and/or recorded contract procurement policies, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Contract Procurement Policy:

POLICY:

The intent of this Contract Procurement Policy (the “**Policy**”) is to assist the Board of Directors (the “**Board**”) of the Association, or if applicable, its managing agent (the “**Manager**”) in the procurement of contracts for services in which it is anticipated the cost of such services shall exceed \$50,000.

The guidance in this policy is intended to provide an outline of required procedures and recommended decision factors for the procurement of certain contracts for service. No policy, however, can provide absolute direction for every circumstance. The Board and/or Manager shall at all times be guided by the good faith exercise of business judgement, common sense, and prudence.

It is also recognized that circumstances may arise that require quick decision making. Nothing in this document is intended to prevent officers or Board members from responding in a timely manner to unusual emergency situations in order to serve the best interests of the Association.

I. PROCUREMENT APPROVAL AND BID REQUIREMENTS

1.1 Applicable Contracts Subject to this Policy. This Policy shall be utilized for the procurement of contracts for services (a “**Services Contract**”) in which it is anticipated that the cost of such services shall exceed \$50,000. For purposes of calculating the cost of the Services Contract, only such costs that are guaranteed under the Services Contract, absent a termination of the Services Contract for cause, shall be included. In other words, if a Services Contract may be terminated at any time for convenience, any costs anticipated under the Services Contract that may be avoided by a termination for convenience as of the effective date of the Services Contract shall not be included in the calculated cost of the Services Contract. By way of illustration, in a one-year Services Contract that may be terminated for convenience with 90-days’ notice, only payments due during the first ninety (90) days of the contract shall be included in the calculation of costs of such Services Contract.

In addition, only the guaranteed costs during the guaranteed duration of the Services Contract shall be included in the calculation of its cost. By way of illustration, if a Services Contract is for a period of one-year, but includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, only the guaranteed costs due during the first year shall be included in the calculation of costs.

Notwithstanding, the Board and/or the Manager may, but is not required to, utilize this Policy for the procurement of goods or services in which the cost of such services is less than \$50,000.

1.2 Exceptions to the Utilization of this Policy. The Board and/or the Manager shall not be required to adhere to this Policy under any the following circumstances:

1.2.1 The occurrence of a reasonably unforeseen emergency that requires the Association to engage a service provider immediately in order to avoid risk of or further harm to persons or property and there is not sufficient time to allow for the collection and review of bids.

1.2.2 The service at issue does not permit soliciting competitive bids; including services needed to address major facility failures, damages due to disasters, or services necessary to address immediate safety and security issues.

1.2.3 Only one supplier can meet the necessary delivery date with the requirements of established standards, design, quality, or compatibility with existing equipment.

1.2.4 Changing of vendors would disrupt or void existing warranties.

II. REQUESTS FOR QUOTATION AND BID REQUIREMENTS

2.1 Bidding Procedures. When bidding is required, common sense dictates the level of care, detail, and consideration that should be exerted in soliciting bids for services. The intent of this section is to provide general guidance to the Board and/or the Manger on facilitating a bidding process. The Board shall be responsible for ensuring the appropriate level of preparation, detail, and due diligence have been met.

2.2 Requests for Quotation ("RFQ"). Prior to solicitation of competitive bids, the Board and/or the manager will prepare a RFQ consisting of:

2.2.1 Instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of the bids and the address where bids are to be delivered.

2.2.2 The scope of work, delivery and performance schedule, and any special instructions necessary.

2.2.3 If applicable, the contract terms and conditions, including warranty and bonding or other requirements.

2.2.4 A statement regarding how the award will be made, such as: the award shall be made to the lowest responsive and responsible bidder, or: the award shall be made to the responsive and responsible bidder whose bid represents the best value to the Association by optimizing quality, cost, and efficiency.

2.2.5 Additional items to be considered for inclusion in the RFQ may include:

- a. Precise statement of work in the case of services;
- b. Precise statement of the product(s) in the case of property purchases. This should include item identification (part numbers or minimum performance standards for example);
- c. Time frames (beginning and completion dates, schedules, milestones, or length of contract, as appropriate);
- d. Request statement of warranty (if appropriate);
- e. Contact information for vendors to ask questions;
- f. Quotation deadline date(s);
- g. Projected decision date;
- h. Specification of bid minimum criteria;
- i. Liability insurance requirement (if applicable); and/or
- j. Copies of appropriate licenses.

2.3 Solicitation of Competitive Bids. In general, at least three competitive bids should be obtained from qualified vendors, as applicable, where bidding is required by this Policy. In order for a bid to qualify as a “competitive bid,” there must be competition among more than one supplier. A single supplier that submits two or three written bids for comparable products, in an attempt to meet the number of bids required by this Policy, will not individually qualify as having met the “competitive bid” criteria. The Association must receive quotes from more than one supplier in order for the good or service being quoted to meet the criteria of “competitively bid.”

In the case of extenuating circumstances, the approval of a Services Contract subject to this Policy may be authorized by the Board based on fewer than three bids if there are circumstances

existing that constitute an exception to the utilization of this Policy or if there is a lack of qualified vendors reasonably available in the community. If the Board elects to approve of a Services Contract subject to this Policy with less than three bids, the reasons for deviating from this Policy shall be documented in the minutes of the meeting at which the Services Contract is approved.

2.4 Vendor Disqualification. Because it is not uncommon for the membership of the Board or the Manager to change over time, the persons currently serving on the Board and/or the Manager may not be aware of prior experiences that the Association has had with certain vendors. In order to avoid contracting with a vendor with which the Association has had a bad experience, the Association shall maintain a list of vendors which the Association will not do business with due to past poor performance and/or other valid reasons. Reasons for inclusion on the list include late performance of deliveries or services, poor quality, failure to make good on warranties, or other valid reasons. Input from other property owners associations may be considered. Additions to the exclusion list must be approved by the Board. Any decision to remove a vendor from the exclusion list must also be approved by the Board. A RFQ shall not be submitted to any vendor on the exclusion list unless approved in advance by the Board.

2.5 Bid Deadline. Bids shall be submitted to the Board and/or the Manager within the deadline specified. Bids received outside of the specified deadline should not be considered unless an insufficient number of bids are received by the Board and/or the manager within the specified deadline.

2.6 Bid Confidentiality. Bids submitted to the Board and/or the Manager shall remain confidential and may not be shared with any prospective vendor.

2.7 Interested Vendors. As a general policy, the Association should not do business with members of the Board or persons related to a current member of the Board within the third degree of consanguinity or affinity ("**Related Person**"), or a company in which a current member of the Board or Related Person has a financial interest in at least fifty-one (51) percent of the profits of such company (hereinafter, an "**Interested Vendor**") due to potential conflict of interest. However, it is recognized that under certain circumstances it may be advantageous to the Association to enter into contracts with an Interested Vendor because the Interested Vendor is the only vendor that may have particular skills, familiarity with the needs of the Association, or offers of discount, etc. In such event, the procurement process must comply with the additional requirements of Section 209.0052 of the Texas Property Code, which include:

- 2.7.1 The Association obtains at least two other bids for the contract from persons not associated with the Interested Vendor, if reasonably available in the community; and

- 2.7.2 The interested Board member is not given access to the other bids; does not participate in any Board discussion regarding the contract; and does not vote on the award of the contract; and
- 2.7.3 The material facts regarding the relationship or interest of the Interested Vendor with respect to the proposed contract are disclosed to or known by the Board, and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor; and
- 2.7.4 The Board certifies that the requirements of Section 209.0052(a)-(b) have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest in the Interested Vendor.

III. VENDOR SELECTION

3.1 **Vendor Selection Considerations:** The process diligence and criteria for selecting any vendor varies greatly depending on the value of the expenditure. Common sense suggests that routine purchases of items or services generally available from a verity of sources does not require much consideration or effort. Conversely, higher value purchases and procurement of services and products where expertise and technical considerations are important require proportionately more diligence and effort. The following criteria should be considered:

- 3.1.1 Cost;
- 3.1.2 Quality;
- 3.1.3 Vendor qualifications (appropriate resources, experience, and scale);
- 3.1.4 Previous history (positive or negative) with the Association or other local property owners associations;
- 3.1.5 Continuity of services (particularly when dealing with infrastructure maintenance);
- 3.1.6 References;
- 3.1.7 Expertise and/or experience;

3.1.8 Conflicts of interest;

3.1.9 Proof of liability insurance (where applicable);

3.1.10 Proof of appropriate license(s) (where applicable); and/or

3.1.11 Preference for local vendors.

3.2 Selection of a Winning Bid. The process of choosing a winning bid will vary depending on the nature of the work to be performed and the value of the expenditure. The Board shall have the discretion of accepting a bid higher than the low bid if justified based on contractor qualifications or other relevant considerations such as expertise or experience.

If an insufficient number of competitive bids that meet all bidding specifications are received by the submission deadline, the Board shall have the discretion of accepting a bid from amongst those received (even if the selected bid does not meet all of the bidding specifications) or soliciting additional bids based on the same or modified criteria.

The final selection of a vendor needs to reflect a common-sense consideration of all these criteria. While cost is frequently a very important factor in vendor decisions, many circumstances may exist where there are good reasons to assign greater importance to other criteria. As a general guideline, the more technically difficult or risky the job, the more emphasis should be placed on previous experience, quality, and continuity of services.

3.3 Contract Renewals. If a Services Contract has an automatic renewal provision, each separate contractual period shall be subject to this Policy. In other words, if a Services Contract is for a guaranteed period of one-year (without the ability to terminate for convenience) and has an automatic annual renewal period that may be avoided by an affirmative act of the Association, each annual period of time shall be subject to this Policy and may require competitive bidding if the guaranteed cost for each annual period of time exceeds \$50,000. By way of illustration, if a Services Contract is for a period of one-year and has a guaranteed cost of \$49,000, but it includes an automatic annual renewal provision that may be avoided by an affirmative act of the Association, and the guaranteed cost of the second year period is \$51,000, the Association shall be obligated to seek competitive bids from the current vendor and additional vendors in compliance with this Policy before permitting the renewal of the Services Contract for an additional year.

IV. CONTRACT CONSIDERATION

4.1 Guidelines for Vendor Contracts. The Association intends to follow prudent purchasing procedures in authorizing all expenditures. This is particularly important when

contracts for goods or services are signed on behalf of the Association. The existence of a contract generally signals that the proposed vendor will receive either a higher value purchase order or longer-term agreement. Proposed contracts need to reflect a level of due diligence and care in proportion to the value and term of the transaction. The following is a list of considerations that should be reviewed and spelled out in contracts:

- 4.1.1 Appropriate government regulations must be followed. This may entail building permits or other approvals pertinent to the proposed transaction;
- 4.1.2 Proof of liability insurance protecting the Association and owners must be received by the Association prior to contract execution;
- 4.1.3 Vendors must provide proof of appropriate licensing and bonding;
- 4.1.4 A statement of work appropriate to the value, time frame, and technical difficulty should be included;
- 4.1.5 In the case of construction and repair projects, the contract should specify an appropriate level of on-site management by the vendor and specify procedures for the Association to communicate issues to the vendor during performance of the contract. If appropriate, the contract should acknowledge the use of outside inspections by the Association;
- 4.1.6 Subcontracting any portion of the proposed work/product should specify the subcontractor, the specific work/product to be so subcontracted, and a definitive statement of warranty responsibility;
- 4.1.7 Contracts should specify appropriate terms including:
 - a. Timeframes (start and completion dates);
 - b. Renewal conditions;
 - c. Termination clauses or sunset language;
 - d. Warranty terms.

4.2 Additional Contractual Considerations. In addition to the considerations above, the Board should be aware of common mistakes or problems that arise in the negotiating of contractual terms and/or preparing written vendor contracts:

- 4.2.1 Accepting vendor contract terms;
- 4.2.2 Failing to obtain legal review of higher value contracts;
- 4.2.3 Insuring contract language makes it clear the vendor is not an employee of the Association;
- 4.2.4 Vague termination or sunset terms;
- 4.2.5 Failure to follow the Association's procurement policy; and
- 4.2.6 Vague warranty terms.

CERTIFICATION

The Board adopts this Contract Procurement Policy for the benefit of the Association and instructs the undersigned to execute this Contract Procurement Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

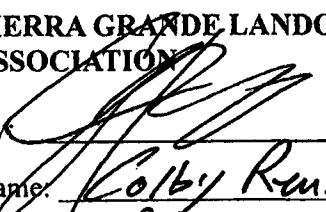
"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

**TIERRA GRANDE LANDOWNERS
ASSOCIATION**

By

Name:

Position:



Colby Rumeau

President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.



[Handwritten Signature]

Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
RELIGIOUS ITEM DISPLAY POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner’s Association (the “**Association**”) is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association’s jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the “**Declaration**”); and

WHEREAS, pursuant to Chapter 202 of the Texas Property Code, the Board desires to adopt this Policy for the purposes of establishing guidelines for the display of religious items in the Subdivision; and

WHEREAS, this Religious Item Display Policy takes the place of, and withdraws, any previously-enacted and/or recorded policies regarding the display of religious items, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Religious Item Display Policy:

POLICY:

I. DEFINITIONS

1.1 Religious Items. “Religious Items” shall be defined as any items which may be construed to reflect an owner’s sincere religious belief.

II. RELIGIOUS ITEM DISPLAY

2.1 Sincere Religious Belief. An owner or resident may display a religious item by displaying or affixing it to the owner's or resident's property or dwelling which is motivated by the owner's or resident's sincere religious belief.

2.2 Prohibited Display. The owner or resident shall **not** display or affix a religious item on the owner's or resident's property or dwelling that:

- 2.2.1 threatens public health or safety;
- 2.2.2 violates a law, other than a law prohibiting the display of religious speech;
- 2.2.3 contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;
- 2.2.4 is installed on property owned or maintained by the Association;
- 2.2.5 violates any applicable building line, right-of-way, setback or easement; or
- 2.2.6 is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole or fixture.

2.3 Associations Discretion. The Association shall have the sole discretion to determine if the religious item is in violation of sections 2.2.1 through 2.2.6 above.

CERTIFICATION

The Board adopts this Religious Item Display Policy for the benefit of the Association and instructs the undersigned to execute this Religious Item Display Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Liberty County.

"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

TIERRA GRANDE LANDOWNER'S
ASSOCIATION

By:  _____

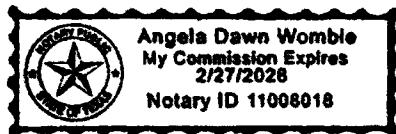
Name: Colby Rouse

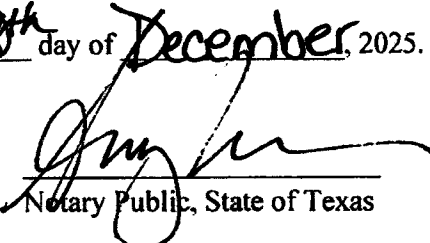
Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.





Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
DOCUMENT RETENTION, INSPECTION, AND PRODUCTION POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "Association") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "Declaration"); and

WHEREAS, Section 209.005(m) of the Texas Property Code requires that, "[a] property owners' association composed of more than 14 lots shall adopt and comply with a document retention policy"; and

WHEREAS, Section 209.005(i) of the Texas Property Code requires that, "[a] property owners' association board must adopt a records production and copying policy that prescribes the costs the association will charge for the compilation, production, and reproduction of information requested [by a homeowner]" and

WHEREAS, this Document Retention, Inspection, and Production Policy takes the place of, and withdraws, any previously-enacted and/or recorded records retention, inspection, and production policies; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Document Retention, Inspection, and Production Policy:

POLICY:

I. RECORDS RETENTION

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form, and contains guidelines for how long certain documents should be kept and how records should be destroyed.

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Documents that may not be specifically listed will be retained for the time period of documents most closely related to them as listed below. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types below will be maintained for the identified time period. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1.1 Retention Periods.

<u>RECORD</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/ Articles of Incorporation, Bylaws, Declarations, and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

1.2 Destruction of Documents. The documents listed in Section I above, will be destroyed as soon as practicable when the applicable retention period expires. Other documents of the

Association not listed in Section I above, will be destroyed when deemed appropriate by the Board of Directors of the Association. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including email) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

II. RECORDS INSPECTION AND PRODUCTION

2.1 **Availability and Proxies.** The Association's records shall be available to every homeowner. A homeowner may also provide access to the Association's records to any other person (such as an attorney, CPA, or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the homeowner, the homeowner must include a copy of his/her photo ID, or have the proxy notarized.

2.2 **Written Request Required.** A homeowner, or their proxy as described in Section 2.1, must submit a written request for access to copies of the Association's records. The written request must:

2.2.1 Be sent by certified mail to the Association's address as reflected in the most recent Management Certificate filed in the Liberty County Public Records.

2.2.2 Contain sufficient detail to identify the specific records being requested.

2.2.3 Indicate whether the homeowner or proxy would like to inspect the records before possibly obtaining copies, or if the specified records should be forwarded without inspection by the homeowner. If forwarded, the written request must indicate the format, delivery method, and address.

2.2.3.1 Available Formats: Electronic files, compact disks, or paper copies.

2.2.3.2 Available Delivery Methods: E-Mail, certified mail, or pick-up.

2.3 **Records Production.** Within ten (10) business days of receipt of the written request outlined in Section 2.2 above, the Association shall provide:

2.3.1 The requested records, if copies were requested and any required advance payment has been made; or

- 2.3.2 a written notice that the records are available and offer dates and times when the records may be inspected by the homeowner or their proxy during normal business hours at the office of the Association; or
 - 2.3.3 a written notice that the requested records are available for delivery once payment of the cost to produce the records is made and stating the cost thereof; or
 - 2.3.4 a written notice that a request for delivery does not contain sufficient information to specify the records desired, the format, the delivery method, or the delivery address; or
 - 2.3.5 a written notice, stating the costs associated with producing the records, and that the requested records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the written notice or the date payment of the cost to produce the records is made, whichever is later.
- 2.4 Records not Available for Inspection/Production. The following Association records are not available for production to or inspection by homeowners or their proxies:
- 2.4.1 The financial records associated with an individual homeowner (except the homeowner making the request).
 - 2.4.2 Deed restriction violation details for any individual homeowner (except the homeowner making the request).
 - 2.4.3 Personal information of an individual homeowner, including contact information other than an address for an individual homeowner.
 - 2.4.4 Attorney files and records in the possession of the attorney, unless the record would be responsive to a legally authorized records production request, and the Association has not maintained a separate copy of the record, provided that the record is not privileged and does not constitute work product of the attorney.
 - 2.4.5 Attorney-client privileged information in the possession of the Association.

The information in 2.4.1, 2.4.2, and 2.4.3 above will be released if the Association receives express written approval from the homeowner whose records are the subject of the request for inspection.

2.5 Electronic Records. The Association's records may be maintained in either paper or electronic format. If a request is made to inspect records, and certain records are maintained in electronic format, the homeowner or their proxy will be given access to equipment to view the electronic records. The Association shall not be required to transfer such electronic records to paper format unless the homeowner or their proxy agrees to pay the costs associated with producing such copies.

2.6 Requesting Copies After Inspection. If, after inspection, a homeowner or their proxy requests copies of certain records, the Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

2.7 Costs of Production. The requesting homeowner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead, and third-party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

2.7.1 8.5"x11" single sided paper copies...\$0.10 each.

2.7.2 8.5"x11" double sided paper copies...\$0.20 each.

2.7.3 Oversized paper copies...\$0.50 each.

2.7.4 PDF images of documents...\$0.10 per page.

2.7.5 Compact disks...\$1.00 each.

2.7.6 Digital Video Disk...\$3.00 each.

2.7.7 Labor (no charge for requests of 50 or fewer pages) ...\$15.00 per hour.

2.7.8 Overhead (only if there is a labor charge) ...20% of total labor charge.

2.7.9 Miscellaneous...The Association may charge for actual costs incurred in responding to the request, including, but not limited to, costs for labels, boxes, folders, postage, shipping, and/or other, non-specified storage formats.

2.8 Costs Paid in Advance. Any costs associated with a records request must be paid in advance of delivery of the records, by the homeowner or their proxy. A homeowner who makes a request for records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.

2.9 Costs as an Assessment. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the homeowner, the Association may agree to invoice the costs of the records request to the homeowner's account with the Association. The homeowner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the homeowner. Any unpaid balance will accrue interest as an assessment as allowed under the Declaration.

2.10 Waiver of Notice and Fees. On a case-by-case basis, where a homeowner's request for records is deemed to be minimal, the Association reserves the right to waive the notice requirement under Section 2.2 and/or fees under Section 2.7.

2.11 Right to Amend. The Association reserves the right to amend this Policy at any time for any reason.

CERTIFICATION

The Board adopts this Document Retention, Inspection, and Production Policy for the benefit of the Association and instructs the undersigned to execute this Document Retention, Inspection, and Production Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

**TIERRA GRANDE LANDOWNERS
ASSOCIATION**

By: 

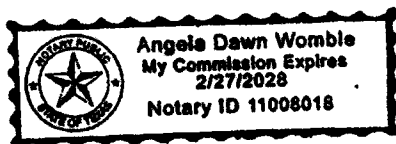
Name: Ally Reman

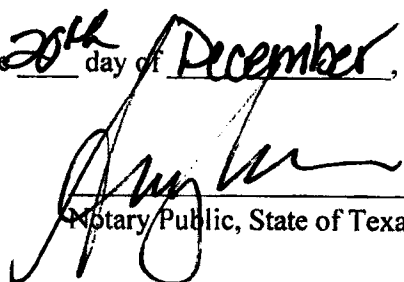
Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.





Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
SOCIAL MEDIA POLICY**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL PERSONS BY THESE PRESENTS:

RECITALS:

WHEREAS, Tierra Grande Landowners Association (the “Association”) is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association’s jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the “Declaration”); and

WHEREAS, Article 7, Section C of the Association’s By-Laws provides the Board of Directors (the “Board”) of the Association with the power to exercise all powers, duties, and authority vested in the Association and not reserved to the membership; and

WHEREAS, the Board finds it is in the best interest of the Association to adopt this Social Media Policy concerning the use of social media by Board Members, Officers, and Committee Members of the Association; and

WHEREAS, this Social Media Policy takes the place of, and withdraws, any previously-enacted and/or recorded social media policies, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Social Media Policy:

POLICY:

I. GENERAL STATEMENT

Social media is a collection of online communications channels dedicated to public or community-based input, interaction, content-sharing and collaboration, including, but not limited to, Facebook, Twitter, LinkedIn, Nextdoor, Neighborhood Link, Instagram, Twitter or "X", or other as yet unidentified forums (hereinafter "**Social Media**"). Social Media channels generate a lot of traffic and dialogue. The benefit of Social Media is that "consumers" of Social Media, unlike consumers of traditional media which is a one-way experience, can interact *instantly* and *directly* with either the originators or the authors of the information. This interaction is precisely what makes it so dynamic. Social Media, undoubtedly, has its benefits, but it also could pose inherent risks and liabilities too, especially as it relates to Association-related business or matters being discussed on online communications channels that may be perceived as a formally adopted statement made by the Association, when in fact it may not be.

II. SOCIAL MEDIA USE

1. Board members, officers, and committee members of the Association shall not post or provide any comments on any Social Media regarding Association-related business or matters, unless voted upon and approved by the Board. Association-related business or matters is construed very broadly in this context, and can include, but is not limited to:

a. Any matter addressed by the Association's governing documents, including Articles, Bylaws, Declarations, rules, regulations, policies, resolutions, enforcement procedures, architectural guidelines, or any amendments or interpretations of these documents.

b. Any ongoing concern of the Association or any matter that involves, relates to, or could reasonably be construed as relating to the governance of the subdivision, maintenance, appearance, health, safety, condition, or well-being of the Indigo Lake Estates subdivision, including but not limited to:

- i. Maintenance or operational issues;
- ii. Capital projects or repairs;
- iii. Safety, security, or access concerns;
- iv. Architectural review issues or property-use concerns;

- v. Discussions of common area conditions, improvements, deficiencies, or budgets;
- vi. Vendor performance, contracts, or service issues.
- vii. Any matter relating to the Association and a particular homeowner's account or legal matter, including delinquencies, violations, enforcement actions, fines, appeals, payment plans, confidential correspondence, disputes, or any issue involving attorney-client communications or privileged information.
- viii. Board or committee deliberations, including internal discussions, proposed or pending decisions, confidential communications, draft documents, or issues under consideration but not formally approved for public dissemination.
- ix. Financial information, including budgets, reserves, expenditures, assessments, collection activities, audits, or any financial data not already distributed through the Association's official channels.
- x. Legal issues or potential legal exposure, including threatened or pending litigation, settlement discussions, investigations, claims, or any issue involving legal strategy or advice.
- xi. Confidential homeowner or Association information, including complaints, reports, disputes, identifying information, or any matter that would compromise personal privacy or Association confidentiality.

2. Any operational, administrative, or management matter that has not been expressly authorized for public release by a vote of the Board. Communications on Social Media on matters directly or indirectly related to the Association are not reflective of the Association's position on such matters and should not be construed as such.

3. Nothing posted on Social Media on matters directly or indirectly related to the Association shall act as notice to its members, the Association, or any third parties, and it shall not be reasonable for anyone to claim that they relied to their detriment on any such posts on Social Media.

4. The Association website shall be the official site for Association-related business and communications made to members of the Association from time-to-time.

CERTIFICATION

The Board adopts this Social Media Policy for the benefit of the Association and instructs the undersigned to execute this Social Media Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

“I, the undersigned, hereby certify that the forgoing was adopted by the Association’s Board of Directors, by a vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present”

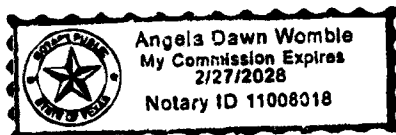
**TIERRA GRANDE LANDOWNER'S
ASSOCIATION**

By: [Signature]
Name: Colby Rowan
Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.



[Signature]
Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
PROCEDURES AND GUIDELINES FOR CONDUCTING HEARINGS
PURSUANT TO CHAPTER 209 OF THE TEXAS PROPERTY CODE**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "Association") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "Declaration"); and

WHEREAS, Chapter 209 of the Texas Property Code requires the Board to conduct a hearing, if timely requested by a property owner, for the appellate review of negative architectural review determinations and before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine or a violation of the restrictions, bylaws, or rules of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable for attorney's fees incurred by the Association associated with such enforcement action by the Association; and

WHEREAS, the Board desires to adopt procedures and guidelines for conducting such hearings in compliance with Chapter 209 of the Texas Property Code; and

WHEREAS, these Procedures and Guidelines for Conducting Hearings Pursuant to Chapter 209 of the Texas Property Code replaces and supersedes any previous policy relating to conducting hearings pursuant to Chapter 209 of the Texas Property Code, if any, adopted by the Association; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, BE IT RESOLVED, pursuant to the foregoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Procedures and Guidelines for Conducting Hearings Pursuant to Chapter 209 of the Texas Property Code:

POLICY:

I. INTRODUCTION AND PURPOSE

Tierra Grande Landowner's Association, a Texas nonprofit corporation (the "**Association**") is a property owners association governed by Chapter 209 of the Texas Property Code (the "**TPC**") and is vested with the authority to enforce restrictive covenants and other terms and provisions of the Declaration.

Chapter 209 of the TPC imposes certain due process procedures that the Association must perform before it may enforce restrictive covenants and other terms and provisions of the Declaration. In particular, Section 209.006 of the TPC requires the Board to provide a property owner with a statutorily-mandated notice (the "**Chapter 209 Notice**"), and to conduct a hearing if timely requested by such property owner, before the Association may suspend a property owner's right to use a common area, file a suit against a property owner (other than a lawsuit seeking a temporary restraining order or temporary injunctive relief or a lawsuit to collect regular or special assessment or to foreclose an assessment lien), charge a property owner for property damage, levy a fine for a violation of the restrictions or bylaws of the Association, report any delinquency of a property owner to a credit reporting service, or hold a property owner liable for attorney's fees incurred by the Association associated with such enforcement action by the Association (a "**Chapter 209 Enforcement Hearing**"). In addition, Section 209.007 of the TPC imposes statutory procedures for providing notice of and conducting a Chapter 209 Enforcement Hearing.

In addition, the 2021 Texas legislature enacted Section 209.00505 of the TPC, which establishes authority for the appellate review by the Association's Board of Directors (the "**Board**") of negative architectural determinations made by the Association's Architectural Control Committee (the "**Architectural Committee**"). Section 209.00505 also imposes statutory procedures for providing notice of and conducting a hearing by the Board for the appellate review of such architectural determinations (a "**Chapter 209 Architectural Review Hearing**").

The purpose of these procedures and guidelines (the "**Guidelines**") is to assist the Board in scheduling, providing notice of, and conducting Chapter 209 Enforcement Hearings and Chapter 209 Architectural Hearings in compliance with Chapter 209 of the TPC and to provide property owners requesting such hearings with notice of the procedures and guidelines that will govern such proceedings.

II. CHAPTER 209 ARCHITECTURAL REVIEW HEARINGS

2.1 Scope of the Board's Appellate Review Authority. Unless the Declaration provides otherwise, the Board's authority to conduct an appellate review of an architectural determination by the Architectural Committee shall be limited to a decision by the Architectural Committee denying an application or request by a property owner for the construction or modification of an improvement on the property owner's lot pursuant to Section 209.00505 of the TPC. The authority of the Board to review determinations of the Architectural Committee under Section 209.00505 does not extend to an approval of a property owner's application for the construction or modification of an improvement or a denial of a request for a variance from compliance with the provisions of the Declaration.

2.2 Requesting Appellate Review of an Architectural Determination. To be effective, a request for appellate review by the Board of an eligible architectural determination must be in writing and received by the Association within thirty (30) days from the date written notice of such architectural determination was mailed by certified mail, hand-delivered, or emailed to the property owner in compliance with Section 209.00505 of the TPC. The written request for appellate review must be sent to the Association by certified mail at the mailing address of the Association or its authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the TPC. Failure to timely request appellate review of an eligible architectural determination shall waive the Board's appellate review authority.

2.3 Scheduling and Notice of the Chapter 209 Architectural Review Hearing. The Board shall conduct the Chapter 209 Architectural Review Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for appellate review. The Board shall also provide a property owner with notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Architectural Review Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request postponement of the scheduled hearing date one (1) time each and, if requested, a postponement shall be granted for a period of no more than ten (10) days after the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

2.4 Location of the Chapter 209 Architectural Review Hearing. A Chapter 209 Architectural Review Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Architectural Review Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting property owner and the Board agree to conduct it during an open session of the meeting.

In addition, a Chapter 209 Architectural Review Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of an improvement that are at issue. Upon the agreement of the Board and the property owner, a Chapter 209 Architectural Review Hearing may be conducted at the property for which the architectural determinations at issue relate.

2.5 Attendance at the Chapter 209 Architectural Review Hearing. The Board and the requesting property owner may be represented by legal counsel at the Chapter 209 Architectural Review Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Architectural Review Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants, and any other person that either party believes would be in a position to provide information relevant to the appellate review of the architectural determinations concerning the property owner's application or request for the construction or modification of the improvement(s) at issue.

2.6 Conduction of the Chapter 209 Architectural Review Hearing. At the Chapter 209 Architectural Review Hearing, the Board (or a designated representative of the Association) and the requesting property owner (or the property owner's designated representative) shall each be provided opportunities to discuss, verify facts, and resolve the denial of the property owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Committee in the written denial of such application or request. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as "Exhibit A-1." An audio recording of the Chapter 209 Architectural Review Hearing may be made by the Board or the property owner.

2.7 Appellate Review Ruling by the Board. The Board shall have the authority to affirm, modify, or reverse, in whole or in part, any negative decision of the Architectural Committee concerning the application or request for the construction or modification of an improvement that is the subject of the Board's appellate review. Such authority shall include the power to modify or reverse decisions by the Architectural Committee previously approving components of the requesting property owner's application or request for the construction or modification of an improvement. The Board's ruling may be conditioned upon the property owner's agreement to modify the proposed construction or modification of the improvement at issue or upon the property owner's agreement to other reasonable terms and conditions (such as installation of landscaping or screening). The Board may, but is not required to, state the basis for its determinations in the written ruling. Notwithstanding anything to the contrary, the Board's ruling shall be consistent with the terms and provisions of the Declaration and no architectural determinations made by the Board pursuant to its appellate review of the Architectural Committee's determinations may exceed the architectural review authority vested in the Architectural Committee by the Declaration. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Architectural Review Hearing. There shall be no further appeal or reconsideration of the ruling by the Board.

III. CHAPTER 209 ENFORCEMENT HEARINGS

3.1 Requesting a Chapter 209 Enforcement Hearing. To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date of written notice of a violation, property damage, fire, suspension of rights, or intent to notify a credit reporting service is sent to the property owner by verified mail in compliance with Section 209.006 of the TPC. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or its authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the TPC. Failure to timely request a Chapter 209 Enforcement hearing shall waive any right to such a hearing.

3.2 Scheduling and Notice of the Chapter 209 Enforcement Hearing. The Board shall conduct the Chapter 209 Enforcement Hearing within thirty (30) days from the date the Board receives a property owner's timely written request for a hearing. The Board shall also provide a property owner notice of the date, time, and location of the hearing at least ten (10) days prior to the date of said hearing. The notice of the Chapter 209 Enforcement Hearing may be mailed, hand-delivered, or emailed to the requesting property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. The Board or the requesting property owner may request postponement of the scheduled hearing date one (1) time each and, if requested, a postponement shall be granted for a period of no more than ten (10) days after the date of the previously scheduled hearing date unless otherwise agreed to by the Board and the property owner. Additional postponements may be granted by agreement of the parties. The Board shall provide the requesting property owner with the date, time, and location of the rescheduled hearing date at least twenty-four (24) hours in advance of the rescheduled hearing date. Notice of a rescheduled hearing date may be given to a property owner by any reasonable manner designed to provide adequate notice of the rescheduled hearing.

3.3 Location of the Chapter 209 Enforcement Hearing. A Chapter 209 Enforcement Hearing may be conducted in conjunction with a meeting of the Board or at a non-public work session of the Board. If the Chapter 209 Enforcement Hearing is conducted at a meeting of the Board, it shall be conducted during an executive session of the meeting unless the requesting property owner and the Board agree to conduct it during an open session of the meeting. In addition, a Chapter 209 Enforcement Hearing may be held at a physical location, or at the election of the Board, by video conference technology, provided the property owner is afforded the reasonable ability to present information relevant to the subject matter of the Chapter 209 Enforcement Hearing. Upon the agreement of the Board and the property owner, a Chapter 209 Enforcement Hearing may be conducted at the property that is the subject of the hearing.

3.4 Pre-Hearing Disclosure of Evidence Packet. No later than ten (10) days before a Chapter 209 Enforcement Hearing is held by the Board, the Board shall provide to the requesting property owner a packet containing all documents, photographs, and communications relating to the matter that the Board intends to produce at the Chapter 209 Enforcement Hearing (the "Evidentiary Packet"). The Evidentiary Packet may be mailed, hand-delivered, or emailed to the requesting

property owner and shall be considered delivered on the day it is hand-delivered, mailed to the requesting property owner at his or her last known mailing address with proper postage, or emailed to the requesting property owner at an email address provided to the Association by such property owner. A letter from the Board to the requesting property owner stating that all documents, photographs, and communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing have been produced or that there are no documents, photographs, or communications relating to the matter that the Board intends to introduce at the Chapter 209 Enforcement Hearing shall satisfy the Board's obligation concerning the pre-hearing disclosure of the Evidentiary Packet. If the Board fails to timely produce the Evidentiary Packet to the requesting property owner, the property owner shall be entitled to an automatic fifteen (15) day postponement of the Chapter 209 Enforcement Hearing, unless the property owner agrees to waive the Board's obligation concerning the pre-hearing disclosure of the Evidentiary Packet. A template letter for providing notice of a Chapter 209 Enforcement Hearing and pre-hearing disclosures of the Evidentiary Packet is attached to these Guidelines as "Exhibit A-2."

3.5 Attendance at the Chapter 209 Enforcement Hearing. The Board and the requesting property owner may be represented by legal counsel at the Chapter 209 Enforcement Hearing. In addition, both parties may have other relevant persons attend the Chapter 209 Enforcement Hearing, including the Association's managing agents, members of the Architectural Committee, architects, contractors, consultants, and any other person that either party believes would be in a position to provide information relevant to the subject matter of the hearing.

3.6 Conduction of the Chapter 209 Enforcement Hearing. The purpose of the Chapter 209 Enforcement Hearing is to discuss and verify facts and resolve the matters at issue. At the Chapter 209 Enforcement Hearing, a member of the Board (or a designated representative of the Association) shall first present the Association's case against the property owner. The property owner (or the property owner's designated representative) may then present the property owner's information and issues relevant to the appeal or dispute. In order to conduct such process in an orderly manner, the Board shall use the script attached to these Guidelines as "Exhibit A-3." An audio recording of the Chapter 209 enforcement hearing may be made by the Board or the property owner.

3.7 Ruling by the Board. The Board's ruling shall be in writing and mailed by certified mail, hand-delivered, or emailed to the requesting property owner within ten (10) business days from the date of the Chapter 209 Enforcement Hearing. The Board may, but is not required to, state the basis for its determination in the written ruling. There shall be no appeal or reconsideration of the ruling made by the Board.

3.8 Exceptions. The notice and hearing provisions of this Policy do not apply if 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. The notice and hearing provisions of this Policy also do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension 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 laid out in this Policy.

CERTIFICATION

The Board adopts these Procedures and Guidelines for Conducting Hearings Pursuant to Chapter 209 of the Texas Property Code for the benefit of the Association and instructs the undersigned to execute these Procedures and Guidelines for Conducting Hearings Pursuant to Chapter 209 of the Texas Property Code and to affect their recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

“I, the undersigned, hereby certify that the foregoing was adopted by the Association’s Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present.”

**TIERRA GRANDE LANDOWNER'S
ASSOCIATION**

By: [Signature]

Name: Colby Rusan

Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 20th day of December, 2025.



[Signature]
Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
FLAG DISPLAY AND FLAGPOLE POLICY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

RECITALS:

WHEREAS, Tierra Grande Landowner's Association (the "Association") is a Texas nonprofit corporation and the governing entity for the Tierra Grande Subdivision in Fort Bend County, Texas, according to the maps or plats thereof, recorded in the Real Property Records of Fort Bend County, Texas, under Instrument Nos. 8716967, 8752319, 8837131, 8916105, 8958437, 9066602, 9166962, and 95240474, respectively, along with any replats thereto and any other real property brought under the Association's jurisdiction; and

WHEREAS, the Association is a property owners association governed by Chapter 209 of the Texas Property Code and is vested with the authority to enforce restrictive covenants and other terms and provisions of those certain Restrictions and Land Use Limitations of Tierra Grande Sections One, Two, Three, Four, Five, Six, Seven, and Eight, recorded at Document Nos. 8659522, 8755541, 8852924, 8933564, 8963903, 9114149, 9201773, and 9552127, respectively, in the Official Public Records of Fort Bend County, Texas, as may be amended from time to time (collectively, the "Declaration"); and

WHEREAS, pursuant to Chapter 202 of the Texas Property Code, the Board desires to adopt this Policy for the purposes of establishing guidelines for the installation of flagpoles and flag display in the Subdivision; and

WHEREAS, this Flag Display and Flagpole Policy takes the place of, and withdraws, any previously-enacted and/or recorded policies regarding flagpoles and flag display, if any; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code Section 202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the forgoing and in compliance with the Texas Property Code, the Association hereby adopts and imposes on the Subdivision the following Flag Display and Flagpole Policy:

POLICY:

I. FLAG DISPLAY

Pursuant to Section 202.011 of the Texas Property Code, a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or

an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

The following Guidelines shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.012 of the Texas Property Code (the flag of the United States of America, the flag of the State of Texas, or an official replica flag of any branch of the United States armed forces):

1.1. ACC Approval. Above-ground flagpoles, flagpole stands and/or footings and illumination under Section 1.6 herein proposed to be placed in front of the front building setback line for a Lot or outside of any other recorded setbacks must be approved by the ACC. In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the ACC for prior approval for all other flagpoles (freestanding or attached). The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

1.2. Flag of the United States. The flag of the United States must be displayed in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.

1.3. Flag of the State of Texas. The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.

1.4. Flagpoles.

- 1.4.1 Not more than one (1) freestanding flagpole or flagpole attached to the residential dwelling or garage (on a permanent or temporary basis) is permitted on a Lot, which may not exceed five inches (5") in diameter, without the approval of the ACC.
- 1.4.2 A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
- 1.4.3 A flagpole attached to the residential dwelling or garage shall not exceed six (6) feet in length.
- 1.4.4 A flagpole, whether freestanding or attached to the residential dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the residential dwelling on the Lot on which it is located.

- 1.4.5 A flagpole shall not be located in an easement or encroach into an easement.
- 1.4.6 A freestanding flagpole shall not be located nearer to a property line of the Lot than the applicable setbacks as either shown on the recorded plat or as set forth in the Declaration. Provided, however, on a case-by-case basis (depending on the size and configuration of the Lot) a freestanding flagpole may be located in front of the front building setback line for a Lot, if approved by the ACC.
- 1.4.7 A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
- 1.4.8 An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
- 1.4.9 A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.
- 1.4.10 If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the ACC may require the installation of landscaping to screen the stand and/or footing from view.

1.5 Flags.

- 1.5.1 Only the three (3) types of flags addressed in Section 202.012 of the Texas Property Code shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association, if any, or as otherwise permitted by the Association.
- 1.5.2 Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
- 1.5.3 The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the residential dwelling or garage shall be three (3) feet by five (5) feet.
- 1.5.4 The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
- 1.5.5 A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.

1.5.6 A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the residential dwelling or other structure on a Lot or a fence, or be displayed in a window of the residential dwelling or other structure on a Lot.

1.6 Illumination. Illumination of a flag is permitted. The lighting must be in-ground and have a maximum of 150 watts, unless otherwise provided by the ACC. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the Subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.

1.7 Noise. An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

CERTIFICATION

The Board adopts this Flag Display and Flagpole Policy for the benefit of the Association and instructs the undersigned to execute this Flag Display and Flagpole Policy and to affect its recording. This Policy is effective upon recordation in the Public Records of Fort Bend County.

"I, the undersigned, hereby certify that the foregoing was adopted by the Association's Board of Directors, by the vote of at least a majority of the Board of Directors, at a duly called open meeting of the Board of Directors, properly noticed to the membership, at which a quorum of the Board was present."

**TIERRA GRANDE LANDOWNER'S
ASSOCIATION**

By:  _____

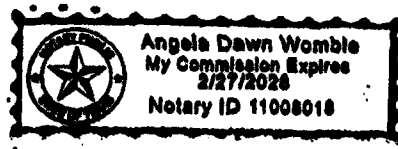
Name: Robby Rowan

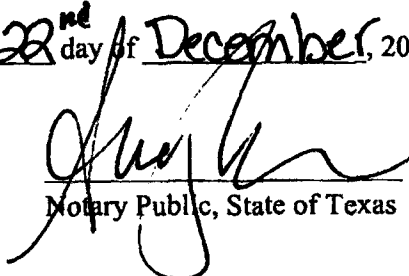
Position: President

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on the day personally appeared the persons whose names are subscribed to the foregoing document and being by me first duly sworn, declared that they are the persons who signed the foregoing document in their representative capacity, as the act and deed of the Association, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 22nd day of December, 2025.





Notary Public, State of Texas

**TIERRA GRANDE LANDOWNER'S ASSOCIATION
BOARD CODE OF CONDUCT AGREEMENT**

This document outlines the conduct expected of all Board Members of Tierra Grande Landowner's Association, a Texas non-profit corporation (the "Association") who volunteer their time and services for the Association. Each member who signs this document agrees to act in accordance with this Code of Conduct Agreement and the Association's governing documents while operating as a representative of the Association as more fully set forth below:

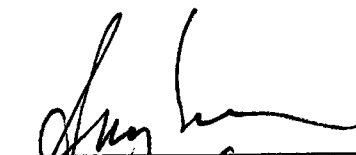
1. No Board Member may provide any bid specification including but not limited to costs, labor, materials, and/or components to any contractor or vendor before said contractor or vendor receives a Request for Proposal ("RFP") from the Association.
2. No Board Member shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan, or other item of value, monetary or otherwise, made with the intent of influencing his/her decisions or actions, or from a person who is seeking to obtain contractual or other business or financial relations with the Association. Any potential conflict of interest between Board Members with any third party seeking to do business with the Association must be disclosed and reported to the Board prior to any action on the item for which the Board Member has an interest. This includes indirect conflicts, such as benefits to an immediate family member of a Board Member.
3. No Board Member shall enter into a contractual agreement with any vendor, contractor, or sub-contractor currently under contract with the Association.
4. No Board Member shall receive compensation from the Association for acting as a Board Member other than normal reimbursement of expenses on behalf of the Association.
5. Board Members will conduct themselves in a respectful manner to other Board Members. Board Members will not publicly or privately ridicule anyone; this includes but is not limited to the President of the Association and anyone authorized by the President to speak on behalf of the Association.
6. The Association will not contribute to any political party or candidate. No Board Member shall engage in any writing, publishing, or speech that defames a political party or candidate.
7. No Board Member shall willingly misrepresent facts to the residents of the community for any reason, including but not limited to advancing a personal cause or influencing the community to place pressure on the Board to advance a Board Member's cause. All Board Members agree that representation regarding the Board or Association's activities made by any Board Member should be approved of by the majority of the Board.

8. Individual Board Members do not speak for the Association absent prior approval from the Board of Directors and by their signature below recognize their individual lack of authority when dealing with the Association's management company, contractors, vendors, Association Members, and the general public.
9. No Board Member shall interfere with the system of management established by the Board of the Association, any staff member of the Association, or its Management Company.
10. An individual who violates this Code of Conduct is subject to removal proceedings from the Board or his Officer position, as set forth in the Association's Bylaws, or the initiation of potential legal action, but only to the extent any such measures are consistent with the Association's Bylaws and the laws of the State of Texas.

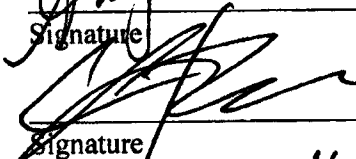
NO PROVISION OF THIS CODE OF CONDUCT SHALL BE RESCINDED, ALTERED, AND/OR AMENDED WITHOUT A MAJORITY VOTE OF THE BOARD.

EACH MEMBER WHO SERVES ON THE BOARD OF DIRECTORS, ON BEHALF OF THE ASSOCIATION, IS EXPECTED, AND BY THEIR SIGNATURE BELOW, AGREES, TO CONDUCT THEMSELVES IN A MANNER CONSISTENT WITH THIS CODE OF CONDUCT.

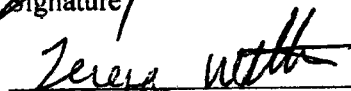
BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE REQUIREMENTS FOR SERVICE AS SET FORTH ABOVE AND AGREE TO ABIDE BY THE CODE OF CONDUCT TO THE FULLEST EXTENT POSSIBLE.



Signature



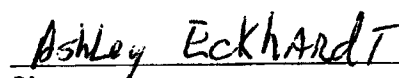
Signature



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