

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**CERTIFICATE FOR  
RECORDATION OF DEDICATORY INSTRUMENT OF  
CRESCENT SPRINGS RANCH HOMEOWNERS ASSOCIATION, INC. A/K/A CRESCENT  
SPRINGS RANCH**

STATE OF TEXAS

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**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF TARRANT

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**WHEREAS**, Section 202.006 of the Texas Property Code requires that "A Property Owners' Association shall file its dedicatory instruments in the Real Property Records of each county in which the Property to which the dedicatory instruments relates is located."; and

**WHEREAS**, Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the Real Property Records of Tarrant County, Texas, the attached instrument; and

**WHEREAS**, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, executed by Crescent Springs Ranch Partners, Ltd., a Texas limited partnership, as Declarant, was recorded at Document #D204392569 on or around December 21, 2004 in the Real Property Records of Tarrant County, Texas, including any amendments, additions, annexations, and supplements thereto and entitled "Declaration of Covenants, Conditions and Restrictions for Crescent Springs Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Tarrant County, Texas;

**NOW THEREFORE**, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

(signature page follows)

EXECUTED this 27, day of August, 2021

Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, a Texas nonprofit corporation

By: *Jerome K. Williams*  
 Director & Authorized Representative  
 Crescent Springs Ranch Homeowners Association, Inc.  
 a/k/a Crescent Springs Ranch

STATE OF TEXAS

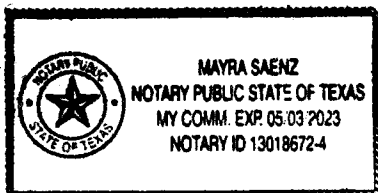
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 27, day of August, 2021 by Jerome K. Williams, authorized representative of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, a Texas nonprofit corporation, on behalf of said corporation.



*Mayra Saenz*  
 Notary Public in and for the State of Texas

**After Recording, Return to:**

Manning & Meyers, Attorneys at Law  
 4340 N. Central Expressway, Suite 200  
 Dallas, TX 75206

## **Dedictory Instruments**

**Exhibit A- Contract Bidding Policy**

**Exhibit B- Swimming Pool Enclosure Policy**

**Exhibit C- Security Measures Policy**

**Exhibit D- Religious Item Display Policy**

**Exhibit E- Clubhouse Rental Policy**

Exhibit A

# CONTRACT BIDDING POLICY

## Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch

**WHEREAS**, the Texas Legislature amended Section 209.0052 of the Texas Property Code relating to the execution of contracts in excess of \$50,000.00.

**WHEREAS**, the directors of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch find there is a need to adopt a policy related to the execution of contracts in excess of \$50,000 in accordance with Section 209.0052 of the Texas Property Code.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 209.0052 of the Texas Property Code, the Board of Directors of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch adopts the following guidelines for contracts for which the total cost is in excess of \$50,000.00.

- 1) **Competitive Bidding Required for Certain Association Contracts:** The Board of Directors will actively seek bids within the parameters of this Policy to manage Association expenditure and budget controls. Bidding will be in accordance with the guidelines set forth within this Policy. Adherence to this Policy provides a means to ensure the Board of Directors is fulfilling its responsibilities when spending Association funds.
- 2) **Competitive Bid Procedure:** A Competitive Bid Procedure will be used when:
  - a. The projected total cost of the contract to the Association will be in excess of \$50,000.00; or
  - b. When the directors of the Association find there is need to engage in a Competitive Bid Procedure as set forth within this Contract Bidding Policy.
- 3) **Three Bidders Required:**
  - a. If qualified bidders exist, at least three bids should be solicited for each project.
  - b. The requirement for three bids may be waived if:
    - i. Work is an Emergency or Act of God: The Competitive Bid Procedure as set forth within this Policy may be omitted if the Board of Directors determines a situation to be an emergency or an act of God;
    - ii. Changing of vendors would disrupt existing warranties; or
    - iii. Other vendors are not willing to bid on the project.

- 4) **Bid Requirements Submitted to Vendors:** The Board's request for bids to vendors or contractors will include the following information:
- Outline / Scope of Work (SOW) sought to be performed from the Vendor.
  - A targeted date that the Association seeks to have the work completed.
  - A request to the Vendor for an itemization of materials and labor necessary to complete the project.
  - A request that the Vendor submit copies of current liability insurance coverage and/or bonding, State and Local licenses, permits, and Workers' Compensation Insurance (WCI) coverage.
  - A list of Vendor references if the Association has not had prior experience with the Vendor.
  - Any possible penalties for completion by the Vendor after the promised completion date.

**Note:** The above bid requirement documentation may vary based on the scope and nature of the project.

- 5) **Bid Package Submittal Requirements from Vendor:** Each Vendor's response to the Association must contain:
- An estimated total cost of the project with a breakdown of materials and labor costs.
  - A projected start and completion date.
  - Any possible deviations from the contract with respect to cost and/or completion date, e.g., weather delays, unforeseen obstacles such as ground conditions.
  - A copy of the Vendor's current liability insurance coverage and/or bonding, State and Local licenses, permits, and Workers' Compensation Insurance (WCI) coverage.
  - A list of Vendor references if the Association has not had prior experience with the Vendor.
  - A Copy of the Vendor's proposed contractual agreement with the Association.
- 6) **Direct Source, Sole Source, or Competitive Bid Exceptions will be considered when:**
- Time does not allow for the collection and reviews of bids.
  - Emergency work makes time a critical factor.
  - The item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
  - Only one Vendor can meet the necessary Bid Requirements set forth by the Association.

**7) Bid Award / Selection:**

- a. The Board of Directors shall have the discretion of accepting a bid higher than the low bid if justified based on Vendor qualifications.
- b. The selection justification must be documented by the directors of the Association in the Board's meeting minutes.
- c. The Board shall have the discretion of accepting that bid or going out for bids again if only one bid meets all specifications.
- d. The Board shall have the discretion of tabling the project or soliciting bids again if no bids are received.
- e. If only one bid meets all specifications, the Board shall have the discretion of accepting that bid or soliciting bids again.

**8) Conflicts of Interest:**

- a. If a conflict of interest exists, the Board member or Committee member(s) with the conflict of interest must remove themselves from the bid process.
- b. An Association may contract with a Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member only if:
  - i. The Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member bids on the contract;
  - ii. There are at least 2 other competitive bidders aside from the Board member or Committee member, relative of a Board member or Committee member, or company owned by a Board member or Committee member;
  - iii. The conflicted Board member or Committee member is not given access to the bids;
  - iv. The conflicted Board member or Committee member does not participate in discussions regarding the contract;
  - v. The conflicted Board member or Committee member does not vote on the issue; and
  - vi. The conflict is disclosed to the Association.

- 9) **Best Judgment:** This Contract Bidding Policy is a financial tool and set of administrative guidelines to be used when considering Association expenditures. The Board shall at all times exercise its judgment and discretion to make the best decision possible on behalf of the Association and its membership.

Exhibit B

# Swimming Pool Enclosure Policy

## Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch

**WHEREAS**, the Texas Legislature created Section 202.022 of the Texas Property Code, which governs the installation of a Swimming Pool Enclosure by an owner.

**WHEREAS**, pursuant to Section 202.022 of the Texas Property Code Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch is permitted to adopt or enforce a provision in a dedicatory instrument establishing limitations related to the appearance of a Swimming Pool Enclosure, including limitations establishing permissible colors for a Swimming Pool Enclosure.

**WHEREAS**, Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch is entitled to govern the architectural improvements within the Association, including Swimming Pool Enclosures.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.022 of the Texas Property Code, the Board of Directors of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch adopts the following guidelines to govern the installation of Swimming Pool Enclosures.

- 1) "Swimming Pool Enclosure" shall be defined as a fence that has each of the following features:
  - a. Surrounds a water feature, including a swimming pool or spa;
  - b. Consists of transparent mesh or clear panels set in metal frames;
  - c. Is not more than six feet in height; and
  - d. Is designed not to be climbable.
- 2) An owner within Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch may install a Swimming Pool Enclosure surrounding the owner's pool or spa for so long as the Swimming Pool Enclosure conforms to state and local safety requirements.
- 3) Prior to the installation of a Swimming Pool Enclosure, the owner must submit the request for such installation to the Architectural Review Authority for the Association.
- 4) An owner may install a Swimming Pool Enclosure that is black in color and consists of transparent mesh set in metal frames.

- 5) The definitions contained in the Association's dedicatory instruments are hereby incorporated by reference.
- 6) In the event of a conflict between Section 202.022 of the Texas Property Code and any restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies, rules and regulations, and the Declaration, then Section 202.022 and this Swimming Pool Enclosure Policy shall control.



Exhibit C

# Security Measures Policy

## Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch

**WHEREAS**, the Texas Legislature created Section 202.023 of the Texas Property Code, which governs the installation of Security Measures by an owner.

**WHEREAS**, pursuant to Section 202.023 of the Texas Property Code Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch is permitted to adopt or enforce a provision in a dedicatory instrument establishing limitations related to the installation of Security Measures within the Association.

**WHEREAS**, Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch is entitled to govern the architectural improvements within the Association, including the installation of Security Measures.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.023 of the Texas Property Code, the Board of Directors of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch adopts the following guidelines to govern the installation of Security Measures.

- 1) "Security Measures" shall be defined as a precaution taken against crime, malfeasance, or other danger. Security Measures shall include, but not be limited to, the following:
  - a. Security cameras;
  - b. Motion detectors; and
  - c. Perimeter fences.
- 2) "Front Yard" is a yard within a lot that:
  - a. Extends the full width of the front of the lot; and
  - b. Is at least 15 feet from the front building setback to the front of the lot.
- 3) An owner within Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch may install a Security Measure on the owner's lot and residence for so long as it conforms to state and local safety requirements. An owner may not install a Security Measure in a place other than the property owner's private property.

- 4) Prior to the installation of a Security Measure, an owner must submit a request for such installation to the Architectural Review Authority for the Association.
- 5) An owner may install a Ring, Nest, or other security camera doorbell less than 7 square inches in size without first seeking the approval of the Association.
- 6) The Association may regulate the type of perimeter fencing that a property owner may install. Prior to the installation of a perimeter fence that is located within the Front Yard of an owner's residence, the owner must first obtain a building permit from the municipality or city for the installation of such fence. If the municipality or city does not grant permits, then the owner may submit the request directly to the Association for review.
- 7) The definitions contained in the Association's dedicatory instruments are hereby incorporated by reference.
- 8) In the event of a conflict between Section 202.023 of the Texas Property Code and any restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies, rules and regulations, and the Declaration, then Section 202.023 and this Security Measure Policy shall control.

Exhibit D

# Religious Item Display Policy

## Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch

**WHEREAS**, the Texas Legislature amended Section 202.018 of the Texas Property Code, which alters the restrictive covenants a property owners' association may adopt or enforce related to an owner's or resident's right to display or affix on the owner's or resident's dwelling one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief.

**WHEREAS**, Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch is entitled to govern the architectural improvements within the Association, including those items that are displayed or affixed on an owner's or resident's dwelling.

**NOW, THEREFORE, IT IS RESOLVED**, in order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch adopts the following guidelines to govern the display of religious symbols.

- 1) Religious items are allowed to be displayed or affixed to an owner's or resident's property.
- 2) A religious item must be motivated by the owner's or resident's sincere religious belief. Whether a religious belief is sincerely held shall be determined at the discretion of the board of directors of the Association.
- 3) An owner or resident may not display or affix a religious item to the owner or resident's dwelling that:
  - a. Threatens public health or safety;
  - b. Violates a law other than a law prohibiting the display of religious speech;
  - c. Contains language, graphics, or any display that is patently offensive to a passerby for other reasons other than its religious content;
  - d. Is affixed or installed on property owned or maintained by the Association or on property owned in common by members of the property owners' association;
  - e. Violates any applicable building line, right-of-way, setback, or easement; or
  - f. Is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

- 4) The definitions contained in the Association's dedicatory instruments are hereby incorporated by reference.
- 5) In the event of a conflict between Section 202.018 of the Texas Property Code and any restrictions contained in any dedicatory instruments of the Association, including design guidelines, policies, rules and regulations, and the Declaration, then Section 202.018 and this Religious Item Display Policy shall control.

*(signature page follows)*

Exhibit E

# Clubhouse Rental and Usage Policy

## Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch

The clubhouse rental and usage are allowed for all Crescent Springs Ranch ("CSR") Association members that are in good standing for their family's usage and or for the Association's members usage as whole, for their benefit and enjoyment.

It is the policy that homeowners must submit a Clubhouse Rental Application and obtain Board approval before each usage. The following guidelines apply to rental of the Clubhouse:

1. A homeowner may only rent the Clubhouse a maximum of two times per month.
2. A homeowner must be in good standing with the Association prior to rental. This means that the owner must not owe any delinquent dues and must not have any outstanding violations.
3. A Homeowner must submit a completed Clubhouse Rental Application at least 2 weeks in advance to the Association Board and or Property Management Company.
4. Provide at least two proposed rental dates on the application.
5. The Clubhouse will be rented for a minimum of 2 hours and a maximum of 8 hours.
6. All renters of the Clubhouse must pay a \$200 deposit which is refundable after the rental, if the facility is returned undamaged, cleaned and presented back to the state in which it was originally received.
7. The hourly rental rate is \$35 an hour.

Owners may rent the Clubhouse for the following reasons (this list is not exhaustive):

- Baby showers
- Birthday parties
- Bridal showers
- Family gatherings
- Graduation celebrations
- Other activities that the CSR Board of Directors deem appropriate

The following are activities and events that the clubhouse may not be rented out for (this list is not exhaustive):

- Fitness center or gym.
- Bingo hall or gambling hall.
- Any activity for profit to an individual or group (including garage sales).
- Other activities whereas the HOA Board of Directors deem that the entire CSR Association membership cannot benefit from a proposed activity or event as a whole.
- Events that could threaten the health or safety of an owner or guest.
- Events that display graphics or language that would be offensive to the ordinary person.

This policy is effective upon recordation in the Public Records of Tarrant County, Texas. All other provisions contained in the Declaration or any other dedicatory instrument of the Association shall

remain in full force and effect.

(signature page follows)

EXECUTED this 27 day of August, 2021

Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, a Texas nonprofit corporation

By: 

Crescent Springs Ranch Homeowners Association, Inc.  
a/k/a Crescent Springs Ranch

STATE OF TEXAS

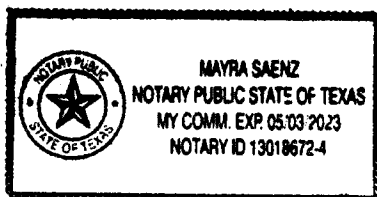
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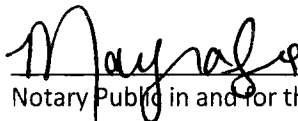
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 27, day of August, 2021 by Jerome K. Williams, authorized representative of Crescent Springs Ranch Homeowners Association, Inc. a/k/a Crescent Springs Ranch, a Texas nonprofit corporation, on behalf of said corporation.



  
Notary Public in and for the State of Texas

After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, TX 75206