

VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.
SECURITY MEASURES POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS Valley Ranch Homeowners Association, Inc., (hereinafter the “ Association”) is a Texas nonprofit corporation and the governing entity for Valley Ranch Sections, 1-11; Azalea District, Sections 1-5; and 35.568 acres of additional land, additions in Montgomery County, Texas, according to the maps or plats thereof, as described and detailed on the Property Owners’ Association Management Certificate recorded in the Real Property Records of Montgomery County, Texas, under Document No. 2021137306; along with any replats thereto and along with any other real property brought under the Association’ s jurisdiction (hereinafter the “ Subdivision”); and,

WHEREAS the Association is subject to the restrictive covenants imposed by the respective Restrictions and Covenants described and detailed on the property owners’ association management certificate recorded in the Real Property Records of Montgomery County, Texas, under Clerk’s File No. 2021137306; (collectively, hereinafter the “Declaration”); and,

WHEREAS Section 202.023 of the Texas Property Code establishes the right of property owners whose property is subject to restrictive covenants to install and maintain certain types of security measures; and

WHEREAS this Security Measures Policy is applicable to the Subdivision and the Association, it supersedes any policy previously adopted pursuant to Section 202.023; and

WHEREAS to the extent a provision in this Policy conflicts with a provision of any other Dedicatory Instrument of the Association, this Policy controls by virtue of such contrary provision being pre-empted by State law; and

WHEREAS to the extent any Dedicatory Instrument does not conflict with this Policy or Section 202.023 of the Texas Property Code, such provision remains in full force and effect, including requirements that application for and approval of improvements be obtained prior to installation; and

WHEREAS all terms used herein that are defined in Chapter 202 of the Texas Property Code shall have the meaning as defined in the statute; and

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

NOW THEREFORE, in view of the foregoing and in compliance with the Texas Property Code, the Association hereby adopts this Policy and imposes on the Subdivision and the Association the following policies, rules, and regulations:

Pursuant to Section 202.023 of the Texas Property Code, a property owner may install security measures, including but not limited to, a security camera, motion detector, or perimeter fence, to the extent such measure complies with the regulations set forth below.

1. **Location of Security Measures:** A property owner is prohibited from installing a security measure in a place other than on the property owner's private property.
2. **Committee Approval:** No property owner may install a security measure that is visible from any street in the Subdivision until they have submitted a written application to, and received written approval from, the Association's Architectural Control Committee (hereinafter the "Committee").
3. **Maintenance, Repair, Replacement:** All security measures shall be kept in good condition and repair at all times, they shall be well maintained, operable (including replacement as needed), and have a neat and clean appearance (e.g., no rust, no faded paint, no broken components, etc.), as determined in the reasonable and uniformly applied discretion of the Association; security measures which do not comply with this Section 3 shall be subject to removal at the direction of the Association.
4. **Nuisance Prohibited:** No security measure shall, by light, sound, odor, or otherwise, create a nuisance or annoyance to surrounding residents of ordinary sensibilities, or create a threat to public health or safety.
5. **Fencing Generally:** Fencing and gates already installed or to be installed at or behind the front building line (and as to corner lots, the front and side street building lines) shall comply with all existing Association requirements in its Declaration or other Dedicatory Instruments relative to materials, height, location and appearance for fencing. ***This Policy does not change or affect existing fence or gate requirements generally.*** This Policy only applies to security perimeter fences and gates governed by Texas Property Code Section 202.023.
6. **Security Perimeter Fence and Gate Requirements:**
 - (a) **Location:** No security perimeter fence, including any gate, shall be installed in front of the front-most (or side street) building line (as shown on the plat or described in the Association's Declaration or other Dedicatory Instruments), or in front of the primary residential dwelling.
 - (i) If a property owner's residential address is exempt from public disclosure under state or federal law, or the property owner provides the Association with documentation from a law enforcement agency of the owner's need for enhanced security measures, the provision of Section 5(a) may not be applicable; evidence of such inapplicability shall be submitted in advance to the Association along with the submission for approval of the fence.
 - (b) To the extent a property owner is authorized or permitted to install a security perimeter fence or gate in front of the front-most (or side-street) building line or in

front of the primary residential dwelling, the following specifications apply unless otherwise approved in writing by the Committee:

Specifications: Any such security perimeter fence including any gate shall comply with the following specifications:

- (i) materials: wrought iron, powder coated aluminum, galvanized or powder coated steel, all finishes must be weather-resistant (e.g. minimum 2 – 3 mil powder coating thickness), only new materials and components shall be used for installation, maintenance, repair or replacement;
- (ii) color: matte black;
- (iii) vertical bars (pickets): ½ - 1 inch square, 16 – 18 gauge, optional finials (e.g., spear or ball tops) up to 6 inches tall depending on fence height;
- (iv) vertical posts: 2 – 3 inches square, 14 – 16 gauge;
- (v) horizontal rails: 1 – 2 inches square, 11 – 16 gauge, or 1 – 1½ inch by ½ inch channel, maximum of two horizontal rails per panel, one top and one bottom;
- (vi) spacing: vertical bars/pickets spaced with 3.5 – 4 inches air gap (3.875 – 5 inches on center), vertical posts spaced 6 – 8 feet apart, horizontal rails spaced as needed for structural integrity based on fence height (typically 3 – 5 feet vertically apart);
- (vii) height: between 4 - 6 feet in height;
- (viii) installation:
 - 1. fences and gates shall be installed in straight lines along the build line or property line as applicable (as determined by the Committee);
 - 2. vertical posts shall be set plumb (vertically straight and not leaning);
 - 3. vertical bars/pickets shall have square upright edges, parallel to vertical posts and perpendicular to horizontal rails and the ground; and
 - 4. horizontal rails shall be parallel to the ground and perpendicular to the vertical bars/pickets and vertical posts.
- (ix) Where applicable in coastal high-wind zones (Texas Department of Insurance - designated catastrophe areas), fences must be engineered and certified to withstand design wind loads as specified in ASCE 7 for the local wind speed, with materials providing enhanced corrosion resistance. Evidence of compliance, including windstorm inspection certificates from a Texas-licensed engineer where required by TWIA, must be obtained as applicable. *The property owner is responsible for ensuring compliance with this provision and is responsible for any and all damages to person or property resulting from failure to comply.* The Committee may but is not required to evaluate conformity to these standards.

- (x) Closure, Locks: Pedestrian access gates must include self-closing hinges and secure latches and swing inward; key and keypad locks are permitted; chains and padlocks are prohibited to secure access.
- (xi) Adornments: No vegetation shall be permitted to grow on the security perimeter fence or any gate, nor shall any adornment, design, or other material be permanently incorporated into or placed upon such fencing or gate, including slats, planks or other solid material. Seasonal adornments must comply with the Association's Declaration or other Dedicatory Instruments.
- (xii) Driveway Gates (only permitted to the extent required by Texas Property Code Section 202.023, or the Association's Declaration or other Dedicatory Instruments):
 - 1. shall be setback at least 10 feet from the street right-of-way if the driveway intersects with a laned roadway as defined by Section 541.302, Transportation Code;
 - 2. shall remain closed at all times while not in actual use for active entry or exit of vehicles or persons gates shall include automatic closing mechanisms to ensure compliance;
 - 3. mechanical gates shall use components (e.g., motor, chain, etc.) that do not create excessive noise (defined as exceeding 60 dB at the property line), and which may be switched to manual operation for mechanical failure;
 - 4. shall include battery backups for power outages and emergency override mechanisms accessible to first responders;
 - 5. shall swing inward or slide parallel to the fence to avoid obstructing walkways and rights-of-way; bottom clearance shall be 4 – 6 inches to prevent dragging, with adjustments for sloped driveways; and
 - 6. shall match the perimeter fence in materials, color, height, and design for aesthetic consistency, and shall otherwise comply with the applicable provisions of this Policy; chains and padlocks are prohibited to secure access.
- (xiii) Obstructions: No security perimeter fencing or gate may obstruct:
 - 1. a license area, as defined by a written license agreement or plat;
 - 2. a sidewalk in the public right-of-way or otherwise installed for public or community use; or
 - 3. a drainage easement or drainage area.
- (xiv) Maintenance, Repair and Replacement: Security perimeter fencing, including gates, shall strictly comply with Section 3 hereof, without limitation, the following apply:

1. deteriorated, broken or damaged components shall be promptly (within 30 days) repaired or replaced with the exact same specifications as originally approved;
 2. materials shall be re-painted (if applicable) and/or replaced to avoid a weathered or faded appearance (as determined by the Association);
 3. fences and gates shall be promptly repaired so as not to lean following installation, fallen fences and gates shall be promptly re-installed; and
 4. repair, replacement and modification require advanced Committee approval unless all components being repaired, replaced or modified are the exact same components as originally installed, all components installed shall be new.
7. **Security Cameras:** An Owner is prohibited from installing a security camera in a place other than on the property Owner's private property. Cameras shall only be installed on the exterior of the primary residence structure, shall be compact in size, and shall not be placed on free-standing poles, fences or similar items. Camera wires must be out of view of any street in the Subdivision. Cameras shall not be pointed into neighboring rear yards or dwellings.
8. **Security Lighting:** Security lighting shall not shine into neighboring dwellings, shall utilize motion sensors or timers, and shall not create a nuisance or annoyance to the Subdivision. Security lighting shall balance the need for effective illumination for deterrence and visibility while minimizing glare and light trespass to neighboring lots. Security lighting shall be installed only on the exterior of the primary residence structure and shall not be placed on free-standing poles, fences or similar items.
9. **Other Security Measures:** Security measures not referenced herein remain subject to advance Committee approval, as well as the substantive provisions of this Policy.
10. **Association Discretion:** Adherence to these requirements may depend on the location of the security measure, the size of the residential lot, harmony with surrounding fences and other structures, and its visual impact on the Subdivision, in the reasonable and uniformly applied discretion of the Committee.
11. **Appeals:** Appeals from the denial of Committee approval are governed by Texas Property Code Section 209.00505(d) – (i), the Association's declaration and its Committee appeal and hearing policy.
12. **Limited Approval:** The property owner is solely responsible for compliance with any and all applicable Federal, State and Local statutes, regulations, ordinances, codes and other requirements, permit requirements, and applicable easement rights. Approval of any security measure by the Association does not constitute approval for any purpose except for compliance with Association requirements.

13. **Severability**: If any provision of this Policy is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Policy shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Amendment**: This Policy may be amended at any time by a vote of a majority of the Association's Board of Directors in an open board meeting.

CERTIFICATION

"I, the undersigned, being a Director of Valley Ranch Homeowners Association, Inc., hereby certify that the foregoing was adopted by at least a majority of Valley Ranch Homeowners Association, Inc.'s board of directors, at a properly noticed, open board meeting, at which a quorum of the board was present."

By: Alison Marshall

Print name: Alison Marshall

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS

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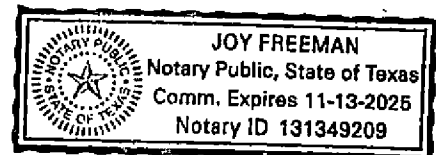
COUNTY OF MONTGOMERY

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BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 9 day of October, 2025.

Joy Freeman
Notary Public, State of Texas



E-FILED FOR RECORD

10/14/2025 02:19PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

10/14/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas