



Public Board of Directors Meeting

Tuesday, June 25, 2024

Meeting Held in the Lodge Ballroom, 4820 Scenic Drive, Schertz, TX 78108

Or virtually by Zoom using the credentials below.

Zoom Meeting Credentials

Please join the meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/89130230258?pwd=3GupV5BminapbLyjnyKb09J6S6oaKJ.1>

or simply: <https://bit.ly/3KBY2CF> (note the link is case sensitive)

Meeting ID: 891 3023 0258 Passcode: 187891

You can also dial in using your phone: +1 346 248 7799 US (Same Meeting ID and Passcode)

Note: If you wish to speak during the Homeowner Forum or make a Committee Announcement, please sign up before the Invocation at 1:55.

Agenda

Please silence your phones before the meeting begins.

1:55 **Invocation**

2:00 **Call Meeting to Order**

1. **Pledge of Allegiance**

2. **Roll Call and Determination of Quorum**

Greg Sebold, President

David Prestridge, Vice President

Sandra Hovatter, Secretary

Grady Haddox, Director

Dana Giggy, Director

Brad Weberg, Director

Jerry Sparenberg, Treasurer

Jerriann Hamilton, Lodge Mgr.

Sarah Miller, Community Mgr.

3. **Action Items Following Executive Session**

As identified during the session.

4. **Secretary's Report**

Review of Minutes from previous Public Board Meeting. Once approved, the meeting minutes will be posted on TownSq, the resident area of the Scenic Hills website (www.scenichillstx.com) for homeowners' viewing. They will also be placed in the corporate record files.

5. **Treasurer's Report**

Review of the current financial reports by the Treasurer.

6. **Actions Taken Between Meetings**

- Bids for lawn contract have been received and are being evaluated.
- Informational meeting scheduled for all residents on July 8, 2024 at 7pm in the Ballroom to discuss options and provide for community involvement in lawn care decisions.
- A Special Meeting of Members is scheduled for July 23, 2024 at 2pm in the Ballroom to allow community to vote on lawn care options.

- 12 RFPs for roof went out 5/31; expect to receive 9 bids; bids are due back 6/24.
- Met with ACC to bring clarity on several issues. These issues will be the subject of a future informational meeting with residents and will become part of a new procedure titled “Community Appearance Standards”.
- Evaluated survey results from landscaping survey. The results will be the subject of a future informational meeting with residents and will become part of a new procedure titled “Community Appearance Standards”.
- Minor changes were made to the guidelines for the WishList program. WishList items may now be submitted to the WishList coordinator by Committee Chairpersons, Board Members and other leaders of community activities.

7. New Business

- Appeal of ACC Denial (public vote by Board members required)
- New SPP (Sandy) – 1st Review of Procedure 1.11

8. Old Business

- Update of Governing Documents (Sandy) – 2nd Review of Procedures 4.08 (fast-tracked on 3/26)
- Let contract for repair of all masonry columns, \$7,500 (insurance likely to pay \$2,200)

9. Announcement of Next Meeting

- Information Meeting of Members July 8, 2024, 7pm, to discuss lawn care options
- Meeting of Members July 23, 2024, 2pm
- Public Board of Directors Meeting, July 23, 2024, intermingled with Meeting of Members

10. Adjournment

Attachments:

- Minutes from May 21, 2024 Public Board Meeting.
- Procedure 1.11, Requesting Exceptions to Governing Documents (for 1st review)
- Procedure 4.08, Leasing Rules (for 2nd review)

Following the Public Board of Directors Meeting there will be a Town Hall Meeting.

Town Hall Meeting Agenda

- Homeowners’ Forum
- Announcements from Committees, Subcommittees and Community Announcements

Reminder: If you wish to speak during the Homeowners’ Forum or make a Committee, Subcommittee, or Community Announcement, please sign up before the Invocation at 1:55.



Public Board of Directors Meeting Tuesday, May 21, 2024

MINUTES

1:55 Invocation – An invocation was given at the beginning of the Meeting of Members which preceded this Public Board of Directors Meeting.

2:00 Call Meeting to Order

1. Pledge of Allegiance – The Pledge of Allegiance was recited.

2. Roll Call and Determination of Quorum

X Greg Sebold, President	X Dana Giggy, Director	X Jerry Sparenberg, Treasurer
X David Prestridge, Vice President	X Tommy Knight, Director	X Jerriann Hamilton, Lodge Mgr.
X Sandra Hovatter, Secretary	X Brad Weberg, Director	X Sarah Miller, Community Mgr.
Grady Haddox, Director		

3. Action Items Following Executive Session

- Kitchen air conditioning unit was inspected and is not repairable. New unit will be installed within next 10 days.

4. Secretary’s Report

Review of Minutes from the March 26, 2024 Public Board Meeting.

Motion made and seconded to approve the minutes. Unanimously passed.

The meeting minutes will be posted on TownSq, the resident area of the Scenic Hills website (www.scenichillstx.com).

5. Treasurer’s Report

- April financials are on the website and TownSq and available in binder in the lodge. Between operating account at Schertz and Harmony banks we have \$46K and in reserve account in Schertz & PNC banks we have \$398K. Some expenses are not showing up yet. We are doing well against budget and hope to be at zero at the end of the year.
- Total cost of pool will be approx. \$26K which is below the budget. The pool is full, but don’t swim in it yet; big thank you to David and Neil for all the work they put in as well as Gordon McCleary picked up the task and moved it forward – he’s why we have water in the pool now.

6. Actions Taken Between Meetings

- Reassignment of Board Reps to Committees. The job of the Board Rep isn’t to work the committee, it’s to be the go-between with the Board.
- Decision to restructure Public Meetings. Instituting today. At the end of the public meeting, we have a new format – Homeowners’ Forum first, then Committee Chairs who have signed up will report.
- RV slots have been reconciled – only one free slot per homeowner. Security company was assigned a free RV slot.
- Decision made to put locks on all irrigation boxes. If yours doesn’t have a red tie on it yet, don’t get upset, you’ll be getting one.

- Keeper of the Keys program initiated. Process is that if you live by yourself, designate someone who can check in on you. We're working on it. It was Carol Najarian's idea.
- Matt Taulai resigned as Lawn Care Chairman. We will be looking for a new one. In the meantime, contact Grady Haddox.
- RFP for new lawn care contract has been let. We're waiting for bids. It's our intention that we'll be moving to a new lawn care contractor as expeditiously as possible.
- RFP for roof replacement will be let by the end of the month. We're replacing the roof regardless of what the insurance company says. We received a letter from insurance company that says they have no liability.
- WishList request by Lodge Committee for \$920 for honor wall approved.

7. Old Business

- Update of Governing Documents (Sandy) – 2nd Review of Procedures 4.08 and 4.09. (Both were fast tracked on 3/26.)
- **Procedure 4.08, Leasing Rules**
 - No changes from first review.
 - Discussion
 - Maggie – Does this change what's changed in our governing documents? She thinks that our MDCCRs allow 30-day leases. Sandy will research this.
 - Ann - entire home must be leased –please consider adding ability to lease a room.
 - Betsy – Will research Maggie's question for Sandy. The point of the procedure is that we don't want lots of houses in community to be leased. We can have exceptions and the Board has the authority to make those exceptions
 - Resident – Regarding the statement "An owner must reside in the home for the first 12 consecutive months after acquiring the property" – someone under 55 could inherit a house that they want to lease but they cannot live in it for 12 months (because of age). What would happen in this situation.
 - Response: That person would come to the Board to request permission.
 - Resident: Asking Board to re-think this.
 - Resident – What if you want to sell your house and the only person who wants to buy it is a flipper?
 - Response: The Board's job is to manage the community in the way that maintains it. We don't want most of the homes leased because lessees typically don't care for their property as well as owners.
 - Suzanne – What committee is responsible in this situation –Owner lives in home but needs a roommate to help pay rent or help them in their home.
 - Response: Any time you need an exception to the rule, send it to the Board President.
 - Maggie – It sounds like you're trying to manage what happens within our home.

- Jerry – It sounds like someone said subleasing is going on all over the neighborhood. That’s really not true. Jerriann and I know people who live here and they know it’s just not happening all over the neighborhood. Also, If Jerry wants someone to live with him he doesn’t have to have a lease for them to live with him.
- Options now are to vote today to approve or not approve procedure as is or table vote until June 25, 2024 Public Meeting. If significant changes are made to the procedure between now and the next meeting, the process would start over (i.e., we would go to a new first review of the revised procedure).
- Straw vote taken to see if we would vote or table the procedure:

Directors			
(no vote)	Greg Sebold, President	Vote	Dana Giggy, Director
Vote	David Prestridge, Vice President	Table	Tommy Knight, Director
Vote	Sandra Hovatter, Secretary	Vote	Brad Weberg, Director
Table	Grady Haddox, Director		

- Although we could probably vote to approve the procedure at this meeting, the decision made to table the vote until June 25 Public Meeting to allow time to review these discussions.
- **Procedure 4.09, Selling Homes or Lots in Scenic Hills**
 - No changes from first review.
 - A motion was made to accept the procedure as written. It was seconded.
 - Polling of Board members for their vote is shown below. The motion was unanimously approved. It will be added to the approved procedures on our website.

Directors					
Yes	Greg Sebold, President	Yes	Grady Haddox, Director	Yes	Tommy Knight, Director
Yes	David Prestridge, Vice President	Yes	Dana Giggy, Director	Yes	Brad Weberg, Director
Yes	Sandra Hovatter, Secretary				

8. New Business

- Possibly converting island in Mimosa Court to Xeriscaping.

9. Announcement of Next Meeting

- Public Board of Directors Meeting, June 25, 2024. (Note this is the 4th Tuesday in June)

10. Adjournment – A motion was made, seconded; and unanimously approved to adjourn the meeting.

Related Governing Documents: Master Declaration of Covenants, Conditions and Restrictions (MDCCRs), Bylaws, Standard Policies & Procedures (SPPs)

Purpose: This SPP outlines the process for requesting an exception to an existing policy outlined in Scenic Hills Community Association's governing documents. It provides a structured approach to evaluating and approving exceptions in a manner that ensures consistency, fairness, and alignment with organizational goals and values.

Definitions:

Exception: A formal deviation from an established policy that is granted for a specific period or under specific conditions.

Governing Documents: MCCRs, Bylaws, and SPPs

Eligibility for Exception Requests: Exceptions can be requested for, but are not limited to, the following reasons:

- Unforeseen circumstances that were not considered when the policy was developed.
- Situations where compliance with the policy would result in significant hardship or adverse consequences.
- Innovative or unique situations that the current policy does not adequately address.

Standard Process for Submitting Exception Request:

- A. Complete the Policy Exception Request Form: The requester must complete the Exception Request Form. The form template is attached to this procedure. The form requires:
 - Requester's name, title, and contact information.
 - Detailed description of the specific document, and specific article and section for which the exception is requested.
 - Justification for the exception, including supporting documentation.
 - Potential impacts and benefits of granting the exception.
- B. Submit the Policy Exception Request Form: The completed form must be submitted to the Board Secretary via email or to the Lodge Manager via hardcopy. Email is preferred.
- C. Review and Evaluation
 1. Acknowledgment: The Board will acknowledge receipt of the request within 5 days of receipt.
 2. Initial Review: The Board will perform an initial review within 10 days of receipt to ensure the request is complete and complies with the submission requirements. Incomplete requests will be returned to the requester for additional information.



3. Detailed Evaluation: Once a complete request is received, the Board will evaluate the request within 30 days based on:
 - The validity of the justification.
 - The potential impact on stakeholders and operations.
 - The alignment with organizational goals and values.
 - Compliance with legal and regulatory requirements.

This evaluation may also involve consulting with subject matter experts or other relevant committees or individuals to assess the implications of the requested exception.

D. Decision Making

1. Approval: The Board will check the appropriate box on the form to indicate that the request has been approved. Two members of the Board will sign the form and it will be placed in the Member’s file.
2. Denial: The Board will check the appropriate box on the form to indicate that the request has been disapproved. The Board will also provide an explanation on the form, including reasons for the denial and any recommended alternatives or adjustments. Two members of the Board will sign the form.
3. Conditional Approval: The Board may grant a conditional approval, specifying modifications or additional requirements that must be met for the exception to take effect. These comments would be provided in the appropriate block on the form. Two members of the Board will sign the form.
4. The Member may request a meeting with the Board to provide additional information/rationale if the request for exception is conditionally approved or denied.

E. Monitoring and Compliance

1. Monitoring: All granted exceptions are subject to periodic review to ensure compliance with the terms and to evaluate the ongoing need for the exception.
2. Revocation: Exceptions may be revoked if conditions change or if the exception is found to be abused or no longer necessary.

Approval of this amended procedure:

1 st Public Review:	2 nd Public Review:
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This procedure approved by the Scenic Hills Community Association Board of Directors.

Approved by

 Gregory Sebold, President, Scenic Hills Community Association

 Date



1.00 Administrative Procedure
 1.11 Requesting Exceptions to Governing Documents
Policy Exception Request Form

Policy Exception Request Form Instructions

- Complete this form to request an exception to an existing policy. Reference SPP 1.11.
- Provide as much detail as possible to explain the reason and the impact of your request, including any supporting documents that may help justify your request.
- Submit the form to the SHCA Secretary via email or to the Lodge Manager via hardcopy.
- The Board will acknowledge receipt of the form within 5 days of receipt. If additional information is needed, you will be contacted within 10 days of receipt. A final decision will be made within 30 days of receipt of all requested information.
- Keep a copy of the form for your records.

Form

Requester Name		Date Submitted	
Address			
Email		Phone Number	
Governing Document, including Article & Section			
Description of Exception Request			
Justification for Exception			
Supporting Documents			
Impact Assessment			
Requested Duration		<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date
Comments/Conditions on Approval or Reasons for Disapproval			
Signature of 2 Board Members			
1)		2)	

Related Governing Documents: All governing documents and Standard Policies and Procedures

Purpose: This procedure is provided to ensure that homes within SHCA are leased in a way that maintains the integrity of the community.

Leasing Rules

1. **Leasing Requirements.** The leasing of any Lot or Lot and Unit (house) must comply with the following rules:
 - a. **One Leased House Limit:** A person may only own one Leased House in the Subdivision at a time. “Leased house” means an occupied house that is not an owner-occupied home. “Owner occupied home” means a house in which at least one occupant is an Owner or Owner’s spouse or is related to an Owner or Owner’s spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay a rental or leasing fee.
 - b. **Section 8 Housing Restriction:** A leased house may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.
 - c. **Minimum Age of Lessees:** At least one permanent resident living in the home must be age 55 or over. No one under the age of 18 may live in the home. No more than four people may live in the home.
 - d. **Minimum Term of Lease Agreement:** Any lease agreement must be for an initial term of not less than one hundred eighty (180) days. Any extensions to the lease agreement must be for a minimum of ninety (90) days.
 - e. **Entire Home Leased – No leasing of rooms:** A home may be leased only in its entirety; no fraction or portion may be leased.
 - f. **Single Family Residential Use Only:** Single family use restrictions apply to all lease agreements.
 - g. **Leases Must be in Writing:** The lease must be in writing.
 - h. **Rules to be Provided to Lessee:** The Owner must provide the lessee with copies of the Declaration, the Articles, the Bylaws, and all other rules, regulations, policies and procedures of the Association (the “Governing Documents” as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the Governing Documents.

i. **Association Not Liable for Damages:**

- 1) The Owner of a leased home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner's tenant.
- 2) The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.
- 3) Any fines incurred by the lessees will be billed to the Owners.

j. **Sex Offender Restriction:** No occupant of any leased home may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 16 years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when the offense was committed and who was not convicted as an adult is exempt from the application of this Section.

k. **Supervision of Maintenance:** The Owner of a leased house is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and leased house exteriors to ensure that the leased house and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Governing Documents. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.

l. **Surrogates:** The Association may refuse to recognize (1) a lessee as a representative of the Owner unless the lessee presents documentation that the lessee is the Owner's attorney in fact for all purposes pertaining to the leased house, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association. (Reference procedures 1.04, 1.05 and 1.06.)

m. **Use of Community Amenities:** An Owner who does not occupy a home in Scenic Hills is not entitled to use the community amenities if the home is occupied as a leased house. Although an Owner has a general right to delegate to the lessee the Owner's right to use common areas, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.

n. **Owner Responsibility:** The Owner of a leased house remains liable to the Association for all assessments, duties, and communications relating to the rental house and its occupants.



4.00 Personal Property (Homes, Lawns, Irrigation, Other)

4.08 Leasing Rules

NOTE: Short-term leasing activity prohibited under these Leasing Rules will be considered a continuing violation if the home continues to be advertised for lease periods shorter than the minimum term set forth herein. Accordingly, the fine amount will apply to the entire period of time until all leasing activity, to include both leasing and advertising for terms less than one hundred eighty (180) days, ceases.

If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, or if the violation is considered incurable, the Association may take enforcement action and impose fines in accordance with applicable law.

- 4. **Existing Leases:** Copies of all leases in existence as of or prior to the date these Leasing Rules have been approved must be provided to the Association within sixty (60) days after the date the procedure is approved by the Board.

Date of approval by Board to fast-track this procedure after first review: 3/26/24

Approval of this procedure:

1 st Public Review: 3/26/24	2 nd Public Review:
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This procedure approved by the Scenic Hills Community Association Board of Directors.

Approved by

Gregory Sebold, President, Scenic Hills Community Association

3/26/24
(fast-track approval)

Date



Attachment A: Lease Notice

Owner's Name:	Cell	Email
Co-Owner's Name	Cell	Email
Owner's Permanent Address		
Address of Lot/Unit being Rented/Leased		

The following must be submitted along with the Lease Notice form:

- Lease Addendum (attached)
- Complete Lease Agreement (Owner to provide copy of lease)
- Lease Processing Fee (Check payable to the Association)

By my signature below, I acknowledge and agree to the following:

I understand the Lot is in a deed-restricted community, and that Providence Homeowners Association, Inc. (the "Association"), is authorized and empowered to enforce the deed restrictions. I have provided the Governing Documents of the Association to the lessee(s) of my Lot, including the following documents, which I have also reviewed and understand: Declaration of Covenants, Conditions, and Restriction for Providence; Articles of Incorporation; Bylaws; Rental and Leasing Rules; and all other recorded policies, rules, and guidelines of the Association.

Agreed and accepted:

Owner's Printed Name:	Signature	Date
Co-Owner's Printed Name	Signature	Date



Attachment B: Lease Addendum Form

Renter/Lessee's Name:	Cell	Email
Co-Renter/Lessee's Name	Cell	Email
Address of Lot/Unit being Leased		

By their signatures below, the undersigned acknowledge and agree to the following:

I/we understand the Lot is in a deed-restricted community, and that Scenic Hills Community Association (SHCA) (the "Association"), is authorized and empowered to enforce the deed restrictions.

I have received copies of all of the effective Governing Documents of the Association, including the Rental and Leasing Rules, and agree to be bound by them, including the following restrictions:

No Section 8 Housing: A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.

No Sex Offenders: No occupant of any Leased House may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 16 years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when the offense was committed and who was not convicted as an adult is exempt from the application of this Section.

Authorization and Release: I/we understand use of the community amenities, facilities, and any common area is at our own risk. I/we, for myself/ourselves, and our guests, DEFEND, HOLD HARMLESS RELEASE, AND INDEMNIFY the Association, and the Association's managers, agents, employees, affiliates, officers, directors, representatives, attorneys, accountants, other professionals engaged by the Association, and the Declarant (collectively, the "Released Parties"), from any and all claims and causes of action including, but not limited to, any claim for personal injury or property damage, arising out of or relating in any way to use of the community amenities, facilities, and any common areas. I agree to pay or reimburse the Association for any damage caused by members of my household or any household guest.

Agreed and accepted:

Owner's Printed Name:	Signature	Date
Renter/Lessee's Printed Name	Signature	Date
Renter/Lessee's Printed Name	Signature	Date