

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL BY THESE PRESENT:

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Village of Glen Iris Community Association is a property owners' association as the term is defined in the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Village of Glen Iris Community Association which have not been previously filed in the public records of Harris County are attached hereto, including:

- ***Billing Policy And Payment Plan Guidelines***
- ***Swimming Pool Enclosure Guidelines***
- ***Record Retention Policy***
- ***Record Inspection Policy***
- ***Membership Voting Policy***
- ***Email Registration Policy***
- ***Religious Item Display Guidelines***
- ***Solar Energy Device Guidelines***
- ***Roofing Material Guidelines***
- ***Rainwater Collection Device Guidelines***
- ***Flag Display Guidelines***
- ***Drought-Resistant Landscaping And Natural Turf Guidelines***
- ***Conflict Of Interest Policy***
- ***Electronic And Telephonic Action Policy***
- ***Standby Electric Generators Guidelines***
- ***Bid Solicitation Process***

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FURTHER, other dedicatory instruments of the Village of Glen Iris Community Association have already been filed in the public records of Harris County as these documents supplement the previously filed documents.

SIGNED on this the 5th day of November, 2021.

Village of Glen Iris Community Association

By: JellyBird HOA Management, L.P.

By: Shelby Welch
Shelby Welch
JellyBird HOA Management, L.P.
Managing Agent

State of Texas §

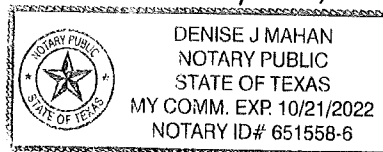
County of Bexar §

This Instrument was acknowledged and signed before me on 5th November, 2021 by Shelby Welch, representative of JellyBird HOA Management, the Managing Agent for Village of Glen Iris Community Association, on behalf of said association.

Denise J. Mahan

Notary Public, State of Texas

After Recording Return To:
JellyBird HOA Management
Attn: Transitions
17319 San Pedro, #300
San Antonio, TX 78232



RP-2021-649605

**VILLAGE OF GLEN IRIS COMMUNITY ASSOCIATION
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, the Declaration of Protective Covenants ("Declaration") Village of Glen Iris Community Association ("Association"), a Texas non-profit corporation, grants the authority to the Board of Directors ("the Board") to establish a budget, set the amount of the assessments, and adopt a procedure to bill and collect assessments and other charges of the Association; and

WHEREAS, pursuant to Chapter 209 of the Texas Property Code, the Board of the Association hereby adopts these Guidelines for the purposes of establishing a procedure to bill for assessments and other charges of the Association and identify the guidelines under which an owner may request an alternative payment schedule for certain assessments and charges; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish these Guidelines;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the attached Billing Policy and Payment Plan Guidelines. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained therein.

Certification

I hereby certify that, as Secretary of the Village of Glen Iris Community Association, the attached Billing Policy and Payment Plan Guidelines were approved on the 11 day of Nov, 2021 at a meeting of the Board of Directors at which a quorum was present.

Malika Joseph
Signature: _____
Printed Name: Malika Joseph
Title: Secretary
Date: 11 / 04 / 2021

RP-2021-649605

**VILLAGE OF GLEN IRIS COMMUNITY ASSOCIATION
BILLING POLICY AND PAYMENT PLAN GUIDELINES**

I. BILLING POLICY

1. ASSESSMENT PERIOD

The Board of Directors ("Board") has the duty of establishing and adopting an annual budget, in advance, for each fiscal year of the Association covering the estimated costs of operation of the Association during each calendar year.

2. NOTICE

The Board shall fix the amount of the assessment against each lot for the following year pursuant to the Declaration and the annual budget each fiscal year. A written notice, or electronic notice allowable pursuant to Chapter 209 of the Texas Property Code, of the assessment may be sent to every owner subject to the assessment. Failure to receive notice will not negate an owner's responsibility or provide an entitlement to reduction or removal of assessments, interest, fines, or costs of collecting past due balances, if such notice was sent via regular mail to the most recent address of the owner according to Association records or sent by electronic means to the device or email address in the Association records when an owner has opted to receive notices by electronic means in accordance with Chapter 209 of the Texas Property Code.

Each owner shall have the obligation to notify the Association in writing of any change in address or change of electronic delivery which shall become effective five days after written notice has been received by the Association. Notices will be deemed delivered to the owner upon depositing the notice with the U.S. Postal Service, or by delivery through a delivery service to the owner or owner's address, or by sending the notice by electronic means as designated by the owner in the Association's records.

3. DUE DATE

All assessments are due and payable the first calendar day of the billing period, or in such a manner determined by the Board in its sole and absolute discretion. If any amount due the Association is not paid on the date when due, then such amounts shall be considered past due. When the account becomes past due, it remains as such until such time as it is paid in full, including assessments, fines, interest, late fees, and costs associated with collecting past due amounts.

4. INTEREST

If the assessment is not paid by the due date, the assessment may bear interest from the due date at the rate set forth in the Declaration until the assessment is paid in full.

5. LATE FEES

If the assessment is not paid by the due date, the Association may levy a late charge pursuant to the amount, if any, provided for in the Declaration until paid in full.

6. COSTS FOR COLLECTING PAST DUE AMOUNTS

Per the Declaration, the owner is responsible for paying the Association any costs of collecting past due amounts. Costs the Association may incur or be responsible for and then add to the owner's account may include, but are not limited to: administrative oversight, hand delivery notification, certified mail, title searches, amounts related to staff servicing past due accounts, ownership mailing address verification, document preparation, amounts related to making staff available for communication with past due owners, file review costs, filing fees, and other costs.

In addition, pursuant to Texas Property Code, the Association may incur or be responsible for third party costs that an owner is then responsible for paying which may include, but are not limited to: attorney's fees and costs, court costs, filing fees, and other costs.

7. PAST DUE NOTIFICATION

In the event an amount remains unpaid after the due date, past due notices may be sent from the Association to the owner(s) each month the amount remains past due. The Association may send written notice on or about every thirty (30) days until such time the account is paid in full.

The Association may choose to cause work to be done in an effort to properly bill the owners and to fulfill the Board's duty to bill and collect all assessments. The Association may state in past due correspondence to the owner the nature of any additional work to be done on the owner's account and the corresponding cost to the Association that will be billed by the Association to the owner's account if the owner fails to pay in full by the due date.

Past due notices will contain a statement that the entire remaining unpaid balance is due and that the owner is entitled to a payment plan. In the event the owner chooses to enter a payment plan, in addition to interest, a monthly charge may be added to the owner's balance for administrative costs related to the payment plan and such additional administrative costs may continue until the entire balance is paid in full.

8. FINAL NOTICE PRIOR TO REFERRAL TO A THIRD PARTY

In the event an amount due remains unpaid for a period of more than one hundred and twenty (120) days beyond the due date set forth on the initial notice of amounts due to the Association, or in the event an owner does not fulfill the terms of a payment plan agreement, the Board may vote in a meeting to send a Final Notice to the owner.

The Final Notice will be sent via certified mail pursuant to Section 209.0064 of the Texas Property Code and will set forth the following information: amounts due, including all past due assessments, interest, late fees, costs and any other

amounts outstanding; a period of at least forty-five (45) days for the owner to pay the amounts due; the availability of a payment plan if the owner is entitled to a payment plan as described in Section II of this document; notice of the owner's past due amounts being referred from the Association's handling to a third party collection agent or attorney if the amount remains unpaid after the referenced forty-five (45) day period; and notice that any attorney's fees and costs will be charged to the owner's account.

9. REFERRAL OF ACCOUNT TO A THIRD PARTY – ESCALATED BILLING STATUS

Past due accounts referred to the Association's attorney for legal action may, per the Declaration of the Association, be charged interest, late fees, costs to the Association related to the administrative monitoring of an owner's account, and costs of the third party attorney's office. The costs for maintaining and monitoring accounts in an escalated billing status may include, but are not limited to: correspondence to and from the attorney, regular updates from the attorney to the Board, coordination with the Board related to the owner's file, processing invoices and partial payments, notary services, periodic review of the file, providing updated monthly statements to the attorney's office; producing documents, and when requested, information requests such as, confirmation of occupancy of property, identification of vehicles, etc.

Upon referral of an owner's account to a third party attorney's office, the attorney is authorized to take whatever action is necessary, in consultation with the Board, including but not limited to: sending demand letters, filing a lawsuit against the past due owner for a money judgment, instituting a foreclosure or expedited foreclosure action; and, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

10. PAYMENTS RETURNED FOR NON-SUFFICIENT FUNDS

An owner may be charged for costs related to a check that is returned for non-sufficient funds.

11. COMMON AREA

If a hearing is not requested within 30 days from the date the past due notice is mailed to the owner, the owner's use of recreational facilities and common properties may be suspended.

II. **PAYMENT PLAN GUIDELINES**

The Association hereby establishes an alternative payment schedule by which an owner may make partial payments to the Association for past due regular or special assessments or any other amounts owed to the Association without accruing monetary penalties. Monetary penalties do not include interest or reasonable costs associated with administering the payment plan. Any late fees imposed prior to a request for a payment plan may be made part of such payment plan at the discretion of the Board. The payment plan schedule and policy is as follows:

1. A payment plan term shall be determined at the discretion of the Board, but shall have a minimum term of not less than 3 months;
2. The Association may use its discretion to determine the maximum term of a payment plan;

3. The Association may set up, without the need for a case by case vote by the Board, a payment plan allowing up to 12 consecutive monthly installments;
4. An owner may submit a request for a payment plan that does not meet the foregoing guidelines and may provide any information they wish the Board to consider. The Board may approve or disapprove such payment plan, in its sole discretion, as long as the minimum term of the payment plan offered by the Association is not less than 3 months;
5. All payments shall be due by the date specified in the payment plan;
6. Failure by an owner to make a payment by the due date specified in the payment plan shall be considered a default of the payment plan;
7. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under a previous payment plan;
8. If an owner requests a payment plan that will extend into the next assessment cycle, the owner may be required to pay future assessments by the due date of those assessments in addition to the payments specified in the payment plan;
9. Pursuant to Section 209.0064(b)(3) of the Texas Property Code the Association is not required to offer a payment plan to an owner after the thirty (30) day period to pay the past due balance in the final notice has expired;
10. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period;
11. The Association is not required to allow a payment plan for any amount that extends more than 18 months from the date of the owner's request for a payment plan.

III. General Provisions

1. Independent Judgment

Notwithstanding the contents of this detailed policy, the officers, directors, and manager of the Association may exercise their independent, collective, and respective judgment in applying this policy.

2. Other Rights

This policy is in addition to and is not intended to detract from or limit the rights of the Association to bill assessments under the Association's Declaration and the laws of the State of Texas.

3. Application of Payments

A payment received by the Association shall be applied in accordance with Section 209.0063 of the Texas Property Code. The acceptance of a partial payment on an owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on an owner's account.

4. Replacement and Amendment of Policy

This policy replaces any previously recorded or implemented policy that addresses the subjects contained herein. The Board of Directors may amend this policy from time to time.

RP-2021-649605

Pursuant to the Bylaws of the Village of Glen Iris Community Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association a Texas non-profit corporation, consent to the adoption of the following resolution:

WHEREAS:

- BE IT RESOLVED THAT:

- EFFECTIVE DATE: 10 / 11 / 2021

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**Records Retention Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Records Retention Policy for the Village of Glen Iris Community Association (the "Policy") is adopted by the Village of Glen Iris Community Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Village of Glen Iris Community Association Board of Directors (the "Board") on .

NOW THEREFORE, the Association hereby adopts a Records Retention schedule as follows:

- 1.) Certificates of formation, articles of incorporation, bylaws, restrictive covenants and all amendments to certificates of formation, bylaws and covenants shall be retained permanently at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 2.) Financial books and records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 3.) Account records of current owners shall be retained for five years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 4.) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 5.) Minutes of meetings of the owners and the Board shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.
- 6.) Tax returns and audit records shall be retained for seven years at the Association's principal office address, electronically or in a storage facility as deemed appropriate by the Board.

Documents not specifically listed above will be retained for the time period of the documents most closely related to those listed in the above schedule. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the identified time period.

The custodian of the records of the Association is responsible for the ongoing process of identifying the Association's records which have met the required retention period and overseeing their destruction. Destruction of any physical documents will be accomplished by shredding. Destruction of any electronic records of the Association shall be made via a reasonable attempt to remove the electronic records from all known electronic locations and/or repositories.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

**Records Inspection Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Records Inspection Policy for the Village of Glen Iris Community Association (the "Policy") is adopted by the Village of Glen Iris Community Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, the Association adopted a Policy through resolution of the Village of Glen Iris Community Association Board of Directors (the "Board") on .

NOW THEREFORE, the Association hereby adopts a Records Inspection Policy as follows:

- 1.) Persons who may request to inspect records or purchase copies of records of the Association, other than members of the Board, are limited to:
 - a. A member of the Association as evidenced by a deed, deed of trust, or provision within the declaration or;
 - b. The agent, attorney, or certified public account designated in writing signed by the owner as the owner's agent (an "Agent") of a member of the Association, upon receipt by the Association of an instrument signed by both the owner and Agent designating said Agent as such.
- 2.) To inspect or obtain copies of Association records a valid request must be sent to the Association. To be valid, a request to inspect or purchase copies of records must:
 - a. Be submitted in writing by certified mail, return receipt requested, to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current management certificate filed under Sec. 209.004 of Texas Property Code;
 - b. Describe in detail each record requested including the fiscal year to which said record relates;
 - c. Contain an election to inspect records before obtaining copies or purchase copies of the same.
- 3.) The estimated cost of production of records shall be due from the requestor to the Association in advance of their production.
 - a. The cost for production of records shall include reasonable costs for labor, transportation of records, copies, or other mediums used for their production. Said costs shall not exceed the cost for an item under 1 T.A.C. Section 70.3.
 - b. The difference between the estimated cost of production and the actual final cost shall be settled within 30 days from the date the records were delivered.
 - c. If the estimated cost was lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.
- 4.) The Association may, at its option, produce the records in hard copy or electronic format for an owner requesting to obtain copies.

- 5.) Types of records available for inspection shall include all responsive records identified in the Association's Records Retention policy.
- 6.) The Association may not release any records that indicate the violation history or payment history of a particular owner of the community without written consent from said owner.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

**Membership Voting Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Membership Voting Policy for the Village of Glen Iris Community Association (the "Policy") is adopted by the Village of Glen Iris Community Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

- 1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
- 2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
- 3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
- 4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
- 5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.
- 6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
- 7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: *Malika Joseph* Date: 11 / 04 / 2021

**E-mail Registration Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, The Village of Glen Iris Community Association, a Texas non-profit corporation (the "Association") is charged with administering and enforcing the Declaration of Protective Covenants (the "Declaration");

WHEREAS, Section 209.0051(e)(2)(B) of the Texas Property Code provides that the Association may send the required notice of a meeting of the Association's Board of Directors (the "Board") by e-mail to each owner who has registered an e-mail address with the Association;

WHEREAS, pursuant to Section 209.0051(f), it is an owner's duty to keep an updated e-mail address registered with the Association;

NOW THEREFORE, the Board has duly adopted the following "***E-mail Registration Policy***" (the "Policy"):

- 1.) An e-mail address shall be considered registered with the Association for the purposes of receiving notices pursuant to Section 209.0051(e)(2)(B) when: (1) the owner has completed the registration form available at www.spectrumam.com that is required to gain online access to the Association's website; and (2) the owner has received confirmation that said submission has been received and approved.
- 2.) For an owner to receive notices pursuant to Section 209.0051(e)(2)(B), the registration form must be completed and submitted after .
- 3.) No other form of e-mail registration shall be accepted for the purpose of communicating notices under Section §209.0051(e)(2)(B) regardless of whether said e-mail address has been previously used for communications to or from the Association.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph Date: 11 / 04 / 2021

**Religious Item Display Guidelines for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Religious Displays

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.018 precludes associations from adopting or enforcing a restrictive covenant which governs an owner's or resident's right to display one or more religious items the display of which is motivated by the owner's or resident's sincere religious belief; and
2. Pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on the display of religious items.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.018 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines to govern the display of religious symbols.
 - a. The religious item cannot threaten public health or safety.
 - b. The religious item cannot violate the law other than a law prohibiting the display of religious speech.
 - c. The religious item cannot contain language, graphics or other display that is patently offensive to a passerby for reasons other than its religious content.
 - d. The religious item shall not be installed on property:
 - i. owned or maintained by the Association; or
 - ii. owned in common by members of the Association.
 - e. The religious item cannot violate any applicable building line, right-of-way, setback or easement.
 - f. The religious item cannot be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
2. In the event of any conflict between these provisions and any religious item display restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Religious Item Display Policy controls.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

**Solar Energy Device Guidelines for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Solar Energy Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association which are inconsistent with the new law, and adopts the following guidelines to govern solar energy devices.
 - a. Solar panels may be approved by the architectural review committee, but prior to installation you must obtain written approval from the architectural review committee;
 - b. Unless there is supplied documentation stating that the energy production of the solar panel will be compromised by more than ten percent the solar panel must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
 - c. The solar panel may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar panel must be parallel with the roofline, or if the roofline is at an angle in must be parallel with the bottom portion of the roof. The solar panel must also conform to the slope of the roofline;
 - d. If the solar panel will be located anywhere on the lot other than a roof of the home or other approved structure the solar panel must be located below the fence line;
 - e. The color of the solar panel frames, brackets, wires and pipes must be included with the improvement request.
2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

**Roofing Material Guidelines for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Roofing Materials

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.011 precludes associations from adopting or enforcing a prohibition or restriction on certain roofing materials.
2. Pursuant to Section 202.011 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on roofing materials.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.011 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for certain roofing materials.
 - a. Certain types of roof shingles are designed to prevent wind and hail damage, provide heating and cooling efficiencies, or provide solar generation capabilities.
 - b. Prior to installation of these types of roof shingles, you must obtain written approval from the architectural review committee.
 - c. To comply with these guidelines the roof shingles must resemble the shingles used on other properties within the subdivision.
 - d. The shingles must also be more durable than and are of equal or greater quality to the shingles used on other properties within the subdivision.
 - e. The shingles must match the aesthetics of other properties surrounding the owner's property.
4. In the event of any conflict between these provisions and any roofing material restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Roofing Materials Policy controls.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: *Malika Joseph*

Date: 11 / 04 / 2021

**Rainwater Collection Devices Guidelines for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association (referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Rainwater Collection Devices

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.007(d) precludes associations from adopting or enforcing certain prohibitions or restrictions on rain barrels and rainwater harvesting systems; and
2. Pursuant to Section 202.007(d) of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on rainwater harvesting systems.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.007(b) of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for rainwater harvesting devices:
 - a. The barrels or system must be of a color that is consistent with the color scheme of the owner's home.
 - b. The barrels or system cannot be located between the front of the owner's home and an adjoining or adjacent street.
 - c. The barrels or system must not display any language or other content that is not typically included on the item when it is manufactured.
 - d. The Association may regulate the size, type, materials and manner of screening for barrels and systems that are visible from the street, another lot, or common area.
 - e. There must be sufficient areas on the owner's property to install the barrels or system.
2. In the event of any conflict between these provisions and any rainwater collection device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Rainwater Collection Device Policy controls.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: *Malika Joseph*

Date: 11 / 04 / 2021

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[illegible]

Pursuant to the Bylaws of the Village of Glen Iris Community Association and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Architectural Guidelines for Drought-Resistant Landscaping and Natural Turf

WHEREAS:

1. The Texas Property Code Section 202.007 precludes associations from adopting or enforcing a prohibition that restricts an owner from using drought-resistant landscaping or water conserving natural turf; and
2. In the best interest of the Association in light of frequent and persistent drought conditions in the area, the Association desires to adopt the following guidelines.

BE IT RESOLVED THAT the Association's supplementary guidelines on drought-resistant landscaping and water conserving natural turf are as follows:

1. In order to comply with Section 202.007 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for the use of drought-resistant landscaping or water conserving natural turf:
 - a. The Architectural Control Committee (ACC or ARC) will allow variances for xeriscaping as long as 25% of the publicly visible area is covered with natural turf and all other guidelines below are met.
 - b. Homeowners must submit an Architectural Control Committee request or a request for a variance to the Architectural Control Committee (as applicable). The request must include details of the project and a design plan. Installation of the new xeriscaping cannot begin until the request has been approved.
 - c. Non-turf planted areas must be bordered to define the xeriscape areas clearly from turfed areas.
 - d. Xeriscape areas must always be kept maintained to ensure an attractive appearance. This includes trimming plants, keeping the area weed-free, and edging along borders.
 - e. No boulders or large rocks exceeding six inches (6") may be used on the narrow strips between sidewalks and the street curb.
 - f. No plants may encroach onto or over public sidewalks.
 - g. No plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks.
 - h. Urns, pots, and other manmade ornamentation cannot exceed four (4) items in public view.
 - i. No plants greater than twelve inches (12") in height should be planted in the sidewalk strip area.
 - j. Sickly and dying plants must be removed and replaced.
 - k. Perennials and ornamental grasses that die back in winter must be cut back to remove dead material.
2. Xeriscaping - Xeriscaping means using native and adapted plants that grow and sustain themselves with a low water requirement, and that can tolerate heat and drought conditions.
3. Ground Cover - If a request is granted, non-turf areas can contain decomposed granite, ground hardwood mulch, crushed limestone, flagstone, or other loose stone material for a ground cover. The ground cover must be maintained to prevent weed growth, preferably without using toxic or environmentally harmful

chemicals. Paver stones may be used to create walkways. Concrete surfaces are limited to driveways and sidewalks only.

4. Plants - Use plants adapted to the pH soil conditions created by the non-turf materials used. For example, don't use acid-loving plants along with alkaline crushed limestone. Acid-loving plants would do well with ground hardwood mulch. Native plants would do well with limestone or crusted granite. For public safety, no plants with thorns, spines, or sharp edges can be used within six feet (6') of the sidewalks. Also, no plants higher than twelve inches (12") may be planted in the sidewalk strip, as this constitutes a visual safety hazard to pedestrians and drivers.
5. Borders - Xeriscape areas must be surrounded by a border to clearly define the xeriscape areas from turfed areas. Borders can consist of metal edging or mortared masonry units. Masonry products include stone, clay brick pavers, or concrete masonry units manufactured as edging shapes. Any proposed masonry edging must receive approval of the Architectural Control Committee. All masonry products must be properly mortared in place to avoid displacement and weed encroachment or growth between masonry units. Brick masonry must be approved for color and type; if brick units are to be used, they must be solid units, not those with holes. No "common" concrete blocks are permitted. If iron edging is used, it must be properly staked and set with top edge not more than two inches (2") above grade. Borders must be maintained as part of the landscaping, must be kept in attractive condition, and must be edged.
6. Turf Grasses - Homeowners should consider replacing "thirsty" turf grasses such as St. Augustine with turf that has lower water requirements. Good turf grasses for our area include Buffalo grass, Zoysia, and Bermuda. However, no one turf grass is ideal for all situations, so carefully consider the amount of sunlight your lawn receives before choosing a new turf grass.
7. Hardscapes - Hardscapes can include large boulders or other natural materials that are used as part of xeriscape landscaping design. Urns, pots, and other man-made ornamentation can add variety, but are not to exceed four (4) items in public view. Any proposed landscape "decorative items" such as birdbaths, statuary, or other similar non-vegetative items must be approved in advance. No boulders or large rocks exceeding six inches (6") may be used on the easement strips between the sidewalks and the street curb.
8. Landscape Maintenance - Xeriscape areas are subject to the same maintenance requirements as other landscaping and must always be maintained to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter. Xeriscape areas are subject to the same maintenance requirements as other landscaping and must always be maintained to ensure an attractive appearance. Plants must be trimmed, beds must be kept weed-free, and borders must be edged. No plants may encroach on sidewalks. Sickly and dying plants must be removed and replaced. Perennials that die back during winter must be cut back to remove dead material. This includes most ornamental grasses and other flowering perennials that go dormant to the ground in winter.
9. To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: _____

Malika Joseph

Date: 11 / 04 / 2021

**Conflict of Interest Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation (referred to as "Association"), adopt the following resolution:

RE: Conflict of Interest Policy

WHEREAS:

1. Section 209.0052 of the Texas Property Code adds limitations relating to an association contracting services from a board member, a board member's Relative, a board member's company, or a board member's Relative's company.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT contracts causing a conflict of interest with a current Director will comply with the following:

1. For purposes of this policy, a Relative is a person related to a current Director within the third degree by consanguinity or affinity. For purposes of this policy, Owned means that a person owns fifty-one percent (51%) or more.
2. The Association may enter into a contract with a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative or any benefit above and beyond any benefit received by the entire membership of the community if:
 - a. The Association has received at least two other competitive bids for the contract from persons not associated with the Director, Relative, or company (if reasonably available);
 - b. The applicable Director is not given access to the other bids, does not participate in any Board's discussion regarding the contract, and does not vote on the award of the contract;
 - c. The relationship concerning the applicable Director is disclosed to or known by the Board and the Board, in good faith and with ordinary care, authorizes the contract by affirmative vote of the majority of the Directors who do not have a conflict of interest; and
 - d. The Board certifies by a resolution that the requirements of Section 209.0052 have been met.
3. A conflict of interest shall mean, any contract, transaction, or other action taken in the course of Association business that will benefit a current Director, a Relative of a current Director, a company Owned by a current Director, or a company Owned by a current Director's Relative, or any benefit above and beyond any benefit received by the entire membership of the community.
4. The interest can be either direct or indirect.
5. The benefit is not limited to strictly monetary rewards (e.g. access to information for private gain).
6. If a conflict of interest is discovered after a decision has been made, the pertinent Director must notify the rest of the Board as soon as he or she is aware of a conflict.
7. The other board members must reexamine the issues with the new information in accordance with this policy.

8. Contracts entered into in violation of this policy are void and unenforceable.
9. A current Director with a conflict of interest will still be counted in determining whether a quorum exists.
10. The Board certifies through this resolution that the requirements of Section 209.0052 have been met.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

RP-2021-649605

**Electronic and Telephonic Action Policy for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Membership Voting Policy for the Village of Glen Iris Community Association (the "Policy") is adopted by the Village of Glen Iris Community Association (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, Section 209.0051(h) of the Texas Property Code was recently amended to allow the Board of Directors to take action outside of a meeting including voting by electronic or telephonic means without notice to the members; and

WHEREAS, pursuant to Section 209.0051(h), the Association desires to enact uniform procedures to ensure that for electronic or telephonic voting, each Director has a reasonable opportunity to express his or her opinion to all other board members and to cast his or her vote; and

WHEREAS, this Dedicatory Instrument represents 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, the Board of Directors hereby adopts the following Electronic and Telephonic Action Policy:

General Procedures:

- 1) Voting Quorum is defined as a majority of the Board positions currently filled.
- 2) Reasonable opportunity is defined as 72 hours.
- 3) Upon election to the Board of Directors, each Director has the responsibility to provide his or her preferred email address and phone number to the Association's managing agent and/or all other current Board members, and has the responsibility to update the email address or phone number if their preferred contact information changes.
- 4) At any point in time a Director may request an alternate method of voting. The Board of Directors may provide a reasonable alternative method of voting such as email, phone, fax, mail or other method agreed upon by the Board of Directors and the requesting Director.

Email Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which email voting is permitted, the managing agent and/or the requesting Director shall send an email to the email address of each Director. The email will state the proposal(s) being voted on and include any pertinent information or documents necessary for the decision to be made.
- 2) Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 3) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

Telephonic Procedures:

- 1) When a matter arises for a vote of the Board of Directors for which telephonic voting is permitted, the managing agent and/or the requesting Director shall contact each Director via provided contact information.
- 2) Each Director shall be informed of the proposal(s) being voted on and include any pertinent information for the decision to be made. A date, time and phone number shall be provided of when the vote will occur and allow for reasonable opportunity of review by each Director.
- 3) During the telephonic conference, each Director must be able to hear and be heard by all other directors. Each Director shall be entitled to reply to all other Directors and express his or her opinion on the proposal before casting his or her vote.
- 4) A vote shall be considered concluded upon any of the following occurrences:
 - a. At least a majority of the Directors vote to approve the proposal, or
 - b. A Voting Quorum respond with their vote and the majority of the Voting Quorum vote in agreement on the proposal, and each director has had a reasonable opportunity to respond to email request for vote.

All routine and administrative business of the Association may be conducted via email or phone as permissible by law.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph

Date: 11 / 04 / 2021

**Standby Electric Generators Guidelines for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association(referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association, a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Architectural Guidelines for Standby Electric Generators

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.019 prohibits associations from adopting or enforcing certain prohibitions or restrictions on standby electric generators (SEG); and,
2. Pursuant to Section 202.019 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on standby electric generators.

BE IT RESOLVED THAT:

3. In order to comply with Section 202.019 of the Texas Property Code, the Board of Directors of the Association adopts the following guidelines for standby electric generator devices:
 - a. The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
 - b. The SEG must be installed by a licensed contractor in compliance with all applicable laws, governmental codes, and accepted standards, for all electrical, plumbing and fuel line connections.
 - c. The SEG must be installed and maintained to comply with zoning ordinances and governmental healthy, safety and other codes. If a component of the SEG or the SEG is deteriorated or unsafe then it shall be repaired, replaced or removed as appropriate.
 - d. The Association may restrict the location of the SEG within the guidelines of the law.
 - e. The Association may require the screening of SEG in public view and regulate the size, type, materials and manner of screening for SEG and systems that are visible from the street, another lot, or common area.
 - f. There must be sufficient areas on the owner's property to install the standby electric generator device.
 - g. The generator must only be used when utility-generated power is not available or intermittent to the residence for a continuous period of 6 hours or more. Once power has been restored to the residence and has been available for a continuous period of two hours, the generator may no longer be used.
4. In the event of any conflict between these provisions and any SEG device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Standby Electric Generator policy controls.

EFFECTIVE DATE: 10 / 11 / 2021

Malika Joseph

Authorized Board Member Signature: _____ Date: 11 / 04 / 2021

**Bid Solicitation Process for the
Village of Glen Iris Community Association**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Pursuant to the Bylaws of the Village of Glen Iris Community Association referred to as "Association") and the Declaration of Protective Covenants, the Directors of the Village of Glen Iris Community Association a Texas non-profit corporation, consent to the adoption of the following resolution:

RE: Bid Solicitation Process

WHEREAS:

1. Section 209.0052 of the Texas Property Code creates a requirement that an association create a process for bid solicitation when the association proposes to contract for services that will cost more than \$50,000.00.
2. The Association's Board of Directors (the "Board") desires to establish a policy consistent with Section 209.0052.

BE IT RESOLVED THAT the Association may enter into a contract for services that is equal to or exceeds \$50,000 if:

- a. The Association has solicited at least two competitive proposals for the contract;
- b. All Directors have access to the proposals provided by potential vendors before approval by the Board of Directors; and
- c. The Association complies with all requirements of 209.0052.

EFFECTIVE DATE: 10 / 11 / 2021

Authorized Board Member Signature: Malika Joseph Date: 11 / 04 / 2021

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11/10/2021 01:25 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$122.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-649605