

BRAYS VILLAGE EAST HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR DISPLAY OF RELIGIOUS ITEMS

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

WHEREAS section 202.018 of the Texas Property Code ("Code") allows a property owner or resident to display or affix on the owner's or resident's property or dwelling one or more religious items motivated by the owner's or resident's sincere religious belief and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Brays Village East Homeowners Association, Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to regulate the display of religious items by establishing regulations and guidelines relating to such displays in compliance with the Code; and

WHEREAS, this Dedicatory Instrument is a Restrictive Covenant as defined by the Code section 202.001, et. seq, and the Association may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, the Board has duly adopted these Guidelines for Display of Religious Items which shall be reasonably applied and enforced:

- (1) These guidelines apply to displays for any religion in which the owner or resident holds a sincere belief.
- (2) Religious displays may not:
  - a. threaten public health or safety;
  - b. violate any law other than a law prohibiting the display of religious speech; or
  - c. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
- (3) Religious displays may not be installed:
  - a. in any location owned or maintained by the Association or in common by the members of the Association;
  - b. violates any applicable building line, right-of-way, setback or easement; or

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c. attached to any traffic control device, street lamp, fire hydrant, , utility sign or pole, or any other fixture owned by any other individual or entity.

(4) Lighting, if any, associated with a religious display must be directed onto the owner's or resident's property with spillover to adjacent properties, public areas and common areas minimized. Sounds and audio recordings are not allowed.

(5) Religious displays should be maintained in a condition showing respect for its religious significance to the owner or resident and community.

(6) No prior approval from the Association is required for display of religious items.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any Guidelines for Display of Religious Items which may have previously been in effect. Except as affected by Code section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

Approved and adopted by the Board on this 1 day of September, 2021.

Brays Village East Homeowners Association, Inc.

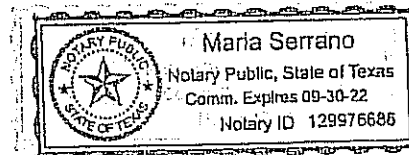
By: Alvin Rosas  
Name: Alvin Rosas  
Title: Alvin Rosas Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this 1 day of September, 2021 personally appeared Alvin Rosas (printed name), Secretary (title) of Brays Village East Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
BARTLEY & SPEARS, P.C.  
2002 W Grand Parkway N, Ste. 150  
Katy, Texas 77449



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# Pages 3  
10/18/2021 11:17 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$22.00

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

BRAYS VILLAGE EAST HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR SECURITY MEASURES

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

WHEREAS section 202.023 of the Texas Property Code ("Code") allows property owners to install security measures on their property and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Brays Village East Homeowners Association, Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to regulate security measures by establishing regulations and guidelines relating to such measures in compliance with the Code; and

WHEREAS, this Dedicatory Instrument is a Restrictive Covenant as defined by the Code section 202.001, et. seq, and the Association may exercise discretionary authority with respect to these Restrictive Covenants;

NOW, THEREFORE, the Board has duly adopted these Guidelines for Security Measures which shall be reasonably applied and enforced:

- (1) Security measures under these guidelines may include, but not be limited to:
  - a. security cameras and associated signal transmission and recording equipment,
  - b. motion detectors and associated activated devices, or
  - c. perimeter fences.

(2) Security measures may not be installed on the property other than the owner's property. Cameras should face into and record any portion of the owner's property or of a public area. For privacy reasons, cameras should not face into or record the private property of others, such as a neighboring property.

(3) Perimeter fences may be installed on the property owner's property. Any such perimeter fence must meet all Association requirements in its dedicatory instrument relative to materials, height, location, coating and appearance and must be approved by the Association before construction begins.

(4) Lighting may be used as a security measure. Any such lighting must be directed onto the property owner's property and minimize spillover to adjacent properties, public areas and

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common areas. Spillover may be minimized with placement, screening and shielding on the fixture. Any such lighting must be of a type and design permitted by the Association.

(5) For life safety reasons, burglar bars are not permitted on the exterior of windows or doors. Security bars with quick-release mechanisms may be installed on the interior of homes if allowed under local municipal regulations.

(6) Any such security measures must comply with all applicable state and local building, safety, permitting or licensing requirements which may exceed the requirements under these guidelines.

(7) All new and replacement security measures must be submitted to the Association for review using the application process provided to property owners. No work may be initiated until written approval is provided to the property owner from the Association .

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any Guidelines for Security Measures which may have previously been in effect. Except as affected by Code section 202.023 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

Approved and adopted by the Board on this 1 day of September 2021.

Brays Village East Homeowners Association, Inc.

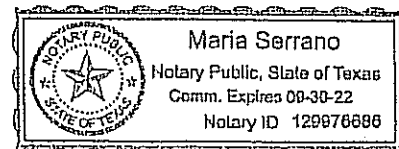
By: Alvhi ROSAS  
Name: Alvhi ROSAS  
Title: Alvhi ROSAS Secretary

STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned notary public, on this 1 day of September 2021 personally appeared Alvhi ROSAS (printed name), Secretary (title) of Brays Village East Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

[Signature]  
Notary Public in and for the State of Texas

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BRAYS VILLAGE EAST HOMEOWNERS ASSOCIATION, INC.

GUIDELINES FOR SWIMMING POOL ENCLOSURES

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

WHEREAS section 202.022 of the Texas Property Code ("Code") allows property owners to install swimming pool enclosures around water features, such as a swimming pool or spa, and authorizes the property owners' association to regulate such items in compliance with the Code; and

WHEREAS Brays Village East Homeowners Association, Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to regulate swimming pool enclosures by establishing these guidelines relating to such items in compliance with the Code; and

NOW, THEREFORE, the Board has duly adopted these Guidelines for Swimming Pool Enclosures which shall be reasonably applied and enforced:

- (1) A swimming pool enclosure under these guidelines means a fence that:
  - a. surrounds a water feature, including a swimming pool or spa;
  - b. consists of transparent mesh or clear panels set in metal frames;
  - c. is not more than six feet in height; and
  - d. is designed to not be climbable.
  - e. Or otherwise approved by the Association if the swimming pool enclosure is of different material or construction as set forth in (b)

(2) Any such swimming pool enclosure must comply with all applicable state and local safety requirements which may exceed the requirements under these guidelines.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any Guidelines for Swimming Pool Enclosures which may have previously been in effect. Except as affected by Code section 202.022 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

Approved and adopted by the Board on this 1 day of September, 2021.

Brays Village East Homeowners Association, Inc.

By: Avahi Rosas  
Name: Avahi Rosas  
Title: Avahi Rosas secretary

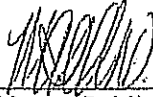
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STATE OF TEXAS

COUNTY OF HARRIS

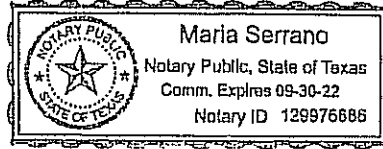
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BEFORE ME, the undersigned notary public, on this 1 day of September 2021 personally appeared AVVAH MOSES (printed name), SECRETARY (title) of Brays Village East Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BRAYS VILLAGE EAST HOMEOWNERS ASSOCIATION, INC.

POLICY FOR CONTRACTED SERVICES

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

WHEREAS section 209.0052 of the Texas Property Code ("Code") addresses certain issues and requirements related to association contracts;

WHEREAS Brays Village East Homeowners Association, Inc. ("Association") is the property owners' association which may enter into contracts for carrying out various responsibilities contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to create a policy for entering into contracted services in compliance with the Code;

NOW, THEREFORE, the Board has duly adopted this Policy for Contracted Services:

(1) **Contract Bidding.** If a contract is proposed for goods or services expected to exceed \$50,000, the Association must solicit bids based on these parameters:

- a. the Board's obligation to solicit bids under this Policy is based on their reasonable expectation that the cost would exceed \$50,000;
- b. the Board may solicit bids, in their sole discretion, on contracts where the cost is expected to be less than \$50,000;
- c. for projects, such as clubhouse repainting, the \$50,000 cost is based on the full cost of the project or the current phase of a multi-phase project;
- d. for ongoing contracted services, such as a grounds maintenance contract, the \$50,000 cost is based on the annual base cost of the contract excluding any optional services or incremental expenses;
- e. where bids are required or desired, the Association must attempt to solicit bids from three (3) qualified contractors for the goods or services desired;
- f. if bids are solicited from qualified bidders and one or more do not respond or decline to bid, the Board may consider the proposals received and award the contract;
- g. the Association is not required to do open bidding and may invite bidders based on any non-discriminatory factors;
- h. the Association may, but is not obligated to, meet with bidders before proposals are submitted to review the contract requirements or to interview bidders after proposals are submitted to assist in the Board's decision making; and
- i. multiple bids are not required for service contracts where there is a single

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provider such as utility contracts or for materials with a single source such as certain equipment replacement parts.

(2) **Awarding Contracts.** In awarding contracts, the following factors apply:

- a. the Board is not obligated to award contracts to the low bidder but must use due diligence in considering all relevant factors regarding the contractor and their proposal;
- b. all contracts and any amendments to contracts must be in writing and signed by the authorized representative(s) of the contractor and the authorized representative of the Association;
- c. contracts may have a term of up to five (5) years including automatic renewals; and
- d. all Association contracts must allow the Association to terminate the contract at any time, without cause and without penalty for early termination, by providing a thirty (30) day notice unless a different notice period is desired by Association.

(3) **Related Party Contracts.** The Association may enter into an enforceable contract with a current board member ("Member"), a person related to a current board member within the third degree by consanguinity or affinity ("Relative"), or a company in which a Member or Relative has a financial interest in at least 51 percent of profits ("Related Company"), only if the following conditions are satisfied:

- a. the Member, Relative or Related Company bids on the proposed contract and the Association has received at least two other bids for the contract from companies not associated with the Member, Relative or Related Company, if reasonably available;
- b. the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board;
- c. the Member
  - i. is not given access to the other bids;
  - ii. does not participate in any board discussion regarding the contract; and
  - iii. does not vote on the award of the contract;
- d. the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members not associated with the Member, Relative or Related Company; and
- e. the Association Board certifies that the other requirements of this section have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members not associated with the Member, Relative or Related Company.

(4) **Contract Performance.** If the Association enters into a contract with a Member, Relative or Related Company pursuant to section 1 above, then as long as the contract is in place and

such Member remains on the Association Board, the Member must abstain from any discussion or vote regarding the contract, proposals, goods or services provided under the contract or any other matter relating to the contract. The member may present information or proposals to the Board in the same manner in which any other contractor would communicate.

In addition, if Board members other than the Member feel it is necessary to discuss the contract in private in executive session, those Board members may ask the Member to leave the executive session while discussion of the contract occurs.

This policy is effective upon recordation in the Public Records of Harris County, and supersedes any Policy for Contracted Services which may have previously been in effect. Except as affected by Code section 209.0052 and/or by this policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

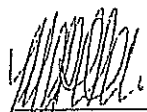
Approved and adopted by the Board on this 1 day of September, 2021.

Brays Village East Homeowners Association, Inc.

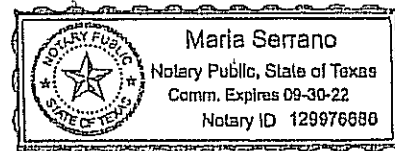
By: Aurhi Posas  
Name: Aurhi Posas  
Title: secretary

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1 day of September 2021 personally appeared Aurhi Posas (printed name), secretary (title) of Brays Village East Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

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RECORDERS MEMORANDUM

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

BRAYS VILLAGE EAST HOMEOWNERS ASSOCIATION, INC.

TPC 209 HEARINGS PROCEDURE

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

WHEREAS various sections of chapter 209 of the Texas Property Code ("Code" or "TPC") provides opportunities for property owners to have a hearing with the leaders of their property owners' association to discuss and verify facts and resolve matters in issue; and

WHEREAS Brays Village East Homeowners Association, Inc. ("Association") is the property owners' association charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as "Declarations"); and

WHEREAS, the Board of Directors ("Board") of the Association desires to create clear guidelines in compliance with the Code to assist property owners in understanding the steps to initiate a hearing and hearing process that will follow;

NOW, THEREFORE, the Board has duly adopted this TPC 209 Hearings Procedure:

- (1) **Right to Hearing.** A property owner is entitled to a hearing under the Code:
  - a. after disapproval by the Association's architectural review authority ("ARA") of an owner's application for the construction of improvements on their property;
  - b. prior to the Association suspending an owner's right to use a common area;
  - c. prior to the Association filing a lawsuit against an owner other than a suit to collect a regular or special assessment or foreclose under an Association's lien;
  - d. prior to the Association charging an owner for property damage; or
  - e. prior to the Association levying a fine for a violation of terms of any dedicatory instrument of the Association.

Hearings under this section do not apply if the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action.

Hearings under this section do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a

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common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the board makes a final determination on the suspension action after following the procedures prescribed by this section.

(2) **Notice for ARA Disapproval.** In the case of an "ARA" disapproval, written notice must be given to the owner by certified mail, hand delivery or electronic delivery. The notice must:

- a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- b. inform the owner that the owner may request a hearing on or before the 30th day after the date the disapproval notice was mailed or delivered to the owner.

(3) **Notice Prior to Enforcement Action.** In all other cases in section 1 above, prior to such enforcement action, notice must be given to the owner by certified or verified mail describing the violation or property damage that is the basis for the enforcement action. Such notice must:

- a. provide a reasonable cure period with a specific date to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;
- b. inform the owner that they may have special rights or relief under federal law including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the owner is serving on active military duty; and
- c. inform the owner that the owner may request a hearing on or before the 30th day after the notice was mailed to the owner;

If the owner has previously been given notice under this section within the last six (6) months and the opportunity to exercise any rights available under this section, no further notice is required before enforcement action may be taken.

For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident.

For purposes of this section, a violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

By way of example, the following acts are considered incurable:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. damage to property owned or maintained by the association; and
- e. holding a garage sale or other event prohibited by a dedicatory instrument.

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By way of example, the following acts are considered curable:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

(4) **Request a Hearing.** To request a hearing, an owner must make a written request which specifies the matter from section 1 above for which the hearing is requested. The request must include a description of the issues in dispute, the basis for dispute and the owner's desired outcome from the hearing. Such request must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. Because the hearing steps begin upon receipt of such request by the Association, the owner should verify receipt by Association if no response is received within a reasonable timeframe.

(5) **Hearing Date.** Hearings must be held not later than the 30th day after the date the Association receives the owner's request for a hearing. However, the Association or the owner may request a postponement which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties.

Not later than the 10th day before the date of the hearing, the Association must notify the owner in writing of the date, time, and place of the hearing. In addition, not later than the 10th day before the date of the hearing, the Association must provide the owner a packet containing all documents, photographs and communications relating to the matter that the Association intends to introduce at the hearing. Such notice and packet may be provided by mail, hand delivery or electronic delivery.

As provided under Code section 209.051, all hearings will be held with the Board at a duly called meeting where notice is provided to the members. All hearings will be held in closed executive session.

(6) **Attendance at Hearing.** On behalf of the Association, the Board, their designated representative and, if related to an ARA disapproval and if invited by the Board, a representative of the ARA may attend the hearing. On behalf of the owner, the owner and the owner's designated representative may attend the hearing.

If the owner desires to be represented by an attorney at the hearing, the owner must notify the Association in writing at least ten (10) days in advance so the Board may determine if it wishes the Association's attorney to be present. If attorneys are present, each party must pay their own legal fees related to their attorney's preparation, attendance and immediate follow-up to the hearing.

If the owner is not able to attend the hearing but will send a representative, the owner must inform the Association of the name of the person who has authority to be their designated



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representative at the hearing prior to the start of the Board meeting in which the hearing will be held. If such advance notice is not possible then the designated representative may provide written evidence that they have authority to represent the owner at the hearing.

If the owner or their designated representative does not attend the hearing as scheduled, the Association will have satisfied its obligation under the Code to offer a hearing to the owner.

(7) **During the Hearing.** The Association may set a reasonable duration for the hearing giving adequate time to the topic at hand. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

The Board may ask clarifying questions of the owner or their designated representative to better understand their position or request.

If the hearing is requested after an ARA denial, either party may make an audio recording of the hearing by announcing that an audio recording is being made. The recording device should be placed in a position such that all voices can be heard and recorded.

(8) **After the Hearing.** After the hearing is concluded, the owner and their designated representative will leave the hearing so the Board may continue their executive session to discuss and consider the information presented. If needed, the Board may take any action authorized under the Association's dedicatory instruments or the Code.

Normally within ten (10) days after the hearing, the Association will provide the owner with a written notice with their decision, if any, regarding the matter of the hearing.

This procedure is effective upon recordation in the Public Records of Harris County, and supersedes any TPC 209 Hearings Procedure which may have previously been in effect. Except as affected by Code chapter 209 and/or by this procedure, all other provisions contained in the Declarations or any other dedicatory instruments of the Association remain in full force and effect.

Approved and adopted by the Board on this 1 day of November 2021.

Brays Village East Homeowners Association, Inc.

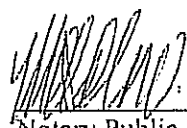
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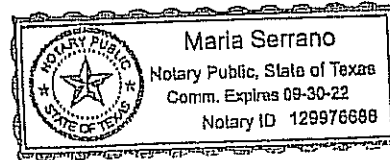
COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 1 day of September 2021 personally appeared ALVIN VASAS (printed name), Secretary (title) of Brays Village East Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:  
BARTLEY & SPEARS, P.C.  
2002 W Grand Parkway N, Ste. 150  
Katy, Texas 77449



RP-2021-598274

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# Pages 6  
10/18/2021 11:17 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$34.00

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

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