

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006  
OF THE TEXAS PROPERTY CODE**

44  
NOTICE

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

8

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Vultaggio, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah Vultaggio. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Briarbend Community Improvement Association, a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

*we*

The Association is a “property owners’ association” as defined in Section 202.001(2) and Section 204.004 of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Articles of Incorporation of Briarbend Community Improvement Association; 2) Bylaws of Briarbend Community Improvement Association; 3) Composite of the Original Deed Restrictions and Amendments compiled March 1, 2003 for Briarbend Community Improvement Association; 4) Document Retention Policy for Briarbend Community Improvement Association; 5) Payment Plan Policy for Briarbend Community Improvement Association; 6) Records Production and Copying Policy for Briarbend Community Improvement Association; 7) Guidelines for Display of Flags for Briarbend Community Improvement Association; 8) Guidelines for Rainwater Recovery Systems for Briarbend Community Improvement Association; 9) Guidelines for the Display of Certain Religious Items for Briarbend Community Improvement Association; 10) Guidelines for Roofing Materials for Briarbend Community Improvement Association; 11) Guidelines for Solar Energy Devices for Briarbend Community Improvement Association; and 12) Management Certificate for Briarbend Community Improvement Association. The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- a. Declaration of Restrictions for Briarbend Community Improvement Association, filed October 20, 1965 under County Clerk’s File No. C183244 and under Film Code No. 040-27-1067 of the Official Public Records of Real Property of Harris County, Texas.

9250-66-0000 RP

- b. Second Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed December 28, 1987 under County Clerk's File No. L480150 and under Film Code No. 125-00-0627 of the Official Public Records of Real Property of Harris County, Texas.
- c. Third Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed August 14, 1992 under County Clerk's File No. N813503 and under Film Code No. 107-47-2945 of the Official Public Records of Real Property of Harris County, Texas.
- d. Fourth Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed February 19, 2003 under County Clerk's File No. L480150 and under Film Code No. 563-30-1043 of the Official Public Records of Real Property of Harris County, Texas.

SIGNED on this the 3rd day of February, 2012.

FILED

2012 FEB 14 PM 2:23

Stan Stewart  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

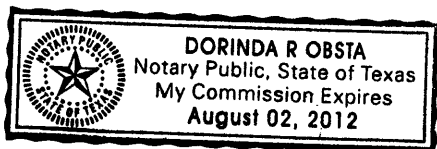
  
 Printed Name: Sarah Vultaggio  
 Position Held: Attorney and Agent for Briarbend Community Improvement Association

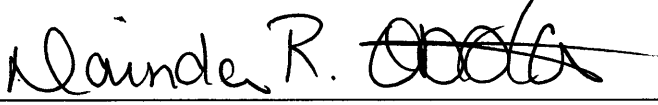
VERIFICATION

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Vultaggio, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 3rd day of February, 2012.



  
 Notary Public – State of Texas

RETURN TO:  
 Sears & Bennett, LLP  
 Attorney at Law  
 9700 Richmond Avenue, Suite 222  
 Houston, Texas 77042

RP 080-99-0577

0 0 0 2 6 7 0 0 0 4 0

FILED  
In the Office of the  
Secretary of State of Texas

AUG 07 1985

Clerk I-B  
Corporations Section

ARTICLES OF INCORPORATION

BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION

We the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, adopt the following Articles of Incorporation for such corporation:

Article I. Name

The name of the corporation is "Briarbend Community Improvement Association".

Article II. Nonprofit Corporation

The corporation is a nonprofit corporation.

Article III. Duration

The period of its duration is perpetual.

Article IV. Purpose

The primary purposes for which the corporation is organized are: to protect the restrictions within the Briarbend Subdivision Section One, Houston, Harris County, Texas, and prevent violations thereof; obtain needed improvements and benefits for the Briarbend community; and assist in economic, civic, and social enterprises and activities that are for the welfare of the Briarbend community.

This corporation is organized pursuant to the Texas Nonprofit Corporation Act and does not contemplate pecuniary gain or profit to the members thereof and is organized for nonprofit purposes.

Article V. Initial Registered Office and Agent

The street address of the initial registered office of the corporation is 7906 Chevy Chase, Houston, Texas 77063, and the name of its initial registered agent at such address is Bruce M. Cameron, Jr.

8250-66-000 11

Article VI. Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
Bruce M. Cameron, Jr.	7906 Chevy Chase Houston, Texas 77063
Joe Leach	2407 Stoney Brook Houston, Texas 77063
Anne Smith	7803 Del Monte Houston, Texas 77063

Article VII. Incorporators

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
Cathryn L. Porter	1200 Smith, Suite 3600 Houston, Texas 77002
John A. Adkins	1200 Smith, Suite 3600 Houston, Texas 77002
Timothy R. Brown	1200 Smith, Suite 3600 Houston, Texas 77002

IN WITNESS WHEREOF, we have hereunto set our hands, this 2nd day of August, 1985.

Cathryn L. Porter  
Cathryn L. Porter

John A. Adkins  
John A. Adkins

Timothy R. Brown  
Timothy R. Brown

6250-66-080 3R  
RP 080-99-0579

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of August, 1985 by Cathryn L. Porter.

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES: 10/2/88

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of August, 1985 by John A. Adkins.



RUTH GUETA  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES: 12/31/85

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of August, 1985 by Timothy R. Brown.



RUTH GUETA  
Notary Public, State of Texas  
My Commission Expires \_\_\_\_\_

[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES: 12/31/88

0785001A.746

HP 080-99-0580



CONSTITUTION AND BY-LAWS  
BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION

CONSTITUTION

Article I. Name

Sect. 1: The name of the organization shall be "Briarbend Community Improvement Association".

Article II. Purpose

Sect. 1: The purpose of this organization shall be to protect the restrictions within the subdivision and prevent the violations thereof; obtain needed improvements and benefits for the community and assist in economic, civic, and social enterprises and activities that are for the welfare of the community.

Article III. Officers

Sect. 1: The officers of this organization shall consist of a President, Vice-President, Secretary and Treasurer who shall be elected as prescribed by the By-Laws.

Sect. 2: The Treasurer shall be a permanent officer. He shall be paid a salary as determined by the Board of Directors and shall be bonded.

Article IV. Board of Directors

Sect. 1: The Board of Directors shall consist of the President, Vice-President, Secretary, Treasurer and six (6) Directors. The duties of such a Board of Directors shall be as prescribed by the By-Laws.

Article V. Membership

- Sect. 1: The membership of this organization shall be limited to resident property owners within Briarbend Addition. Each household shall be entitled to one vote.
- Sect. 2: No member may participate in the affairs of this organization unless he be in "good standing", by which is meant the payment of the required assessments for the current year.
- Sect. 3: The control and management of this organization shall be vested in the membership unless otherwise provided by this Constitution or the By-Laws.
- Sect. 4: All meetings of this organization shall be open to the general public. However, the privilege of making motions, debating, voting and participating in the affairs of the organization shall be limited to members in good standing.
- Sect. 5: The officers of the Board of Directors of this organization shall be elected by the members of the Board and shall serve for a period of one (1) year or until their successors are elected.
- Sect. 6: The Board of Directors shall consist of ten (10) members. Four (4) of these shall be elected in odd years and five (5) shall be elected in even years for a period of two years. Said election shall be held according to the By-Laws. The tenth member, the Treasurer, shall be elected by the Board.

Article VI. Fiscal Year

- Sect. 1: The fiscal year of this organization shall be a calendar year, from the first day of January until the last day of December of the same year.

Article VII. Quorum

- Sect. 1 Twenty-five (25) voting members of this organization in good standing shall constitute a quorum at any regular or special meeting called pursuant to the provisions of the By-Laws.
- Sect. 2: Six (6) members of the Board of Directors shall constitute a quorum for the transaction of all business.

RP 080-99-0582

Article VIII. Audit

Sect. 1: Prior to the last meeting of the membership in March of each year, the President, with the advice and consent of the Board of Directors, shall appoint an auditing committee, the number within his discretion, to audit the books and records of the Treasurer of this organization and make a detailed report in writing to the membership at the last meeting thereof in March of each year.

Article IX. Amendment

Sect. 1 This constitution may be revised, changed or amended at any regular or special meeting of the membership by a two-thirds vote of the voting members present who are in good standing. However, a copy of the proposed revision, change, or amendment shall be delivered to the residence of each member in good standing at least seven (7) days before the meeting at which the same is submitted.

Article X. Suggestions

Sect. 1: Suggestions or complaints shall be submitted to the Board of Directors either in writing or in person at any regular or special meeting of the Board called pursuant to the By-Laws.

\*\*\*\*\*

BY-LAWS

Article I. Membership

Sect. 1 The membership in this organization shall be limited to resident property owners within Briarbend Addition. Each household shall be entitled to one vote.

Sect. 2: Terms of membership shall be continuous from year to year, beginning with the first meeting in January to the last meeting in December of the fiscal year.

6350-66-080 11



Article II. Dues

- Sect. 1: The Association, by action of its Board of Directors, shall levy annual assessments, in accordance with the budget presented to and approved by the Members at the annual meeting, against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in the Second Amendment to the Declaration of Restrictions, Paragraph 14, Covenants for Maintenance Assessments. Provided, however, that, unless approved by a majority of the then Lot Owners, there shall be no increase in the annual assessment for the years 1990 and thereafter. The annual assessment for 1989 shall be \$130.00 per lot.
- Sect. 2 Special assessments may be levied by a two-thirds vote of the members in good standing who are present or submit a written proxy vote at any regular or special meeting of the membership, provided that such proposal shall have been delivered in writing to the residence of each member at least seven (7) days prior to the meeting.

Article III. Officers

- Sect. 1 A President, Vice-President, Secretary and Treasurer shall be elected at the first regular meeting of the Board of Directors in April of each year to serve for one (1) year and until his successor is elected and qualifies. The offices of Secretary and Treasurer may be held by one (1) person within the discretion of the Board of Directors.
- Sect. 2 If any officer ceases to be a member in good standing during his term of office, if he does not promptly pay his current assessments upon five (5) days notice, his office shall be automatically vacated and a successor shall be elected for the unexpired term as herein provided.
- Sect. 3 If a vacancy occurs in the office of President, Vice-President, Secretary or Treasurer, the Board of Directors shall elect a successor to serve for the unexpired term.
- Sect. 4 The President shall preside at all meetings of this organization, preserve order, enforce the Constitution and By-Laws, and exercise supervision of its affairs generally. He shall decide all questions of procedure and order for the organization. He may, but shall not be required to, vote except in the case of a tie vote at elections of officers and members of the Board of Directors He shall, with the advice and consent of the Board of Directors, appoint all committees and shall perform such other and further duties as are customarily performed by such officer.

HP 080-99-0584

- Sect. 5 The Vice-President shall assist the President in the discharge of his duties, preside at all meetings of this organization, the Board of Directors in the absence of the President. In the absence of the President, or in the event the office of President is vacant, he shall perform all the duties of the President, and such other duties as are customarily performed by such officer.
- Sect. 6 The secretary of this organization shall keep a full, true and correct record of all proceedings of this organization, receive all communications, conduct all correspondence, have charge of all the records, shall perform the same duties with respect to the Board of Directors, and shall perform such other duties as are customarily performed by such officer.
- Sect. 7 The Treasurer of this organization shall receive dues of the members, giving his receipt therefor. All money shall be deposited in the bank designated by the Board of Directors and shall be withdrawn therefrom upon the signing of two of the following three officers: President, Vice-President, Treasurer. He shall be bonded. He shall also perform such other duties as are customarily performed by such officer.

#### Article IV. Board of Directors

- Sect. 1 The Board of Directors shall meet at the call of the President, or in his absence, the Vice-President or any three (3) duly qualified Directors. It shall advise with the President on matters placed before it, and shall perform such other and further duties as may be determined from time to time by the Board of Directors.

#### Article V. Elections

- Sect. 1 In March of each year, new directors shall be elected for the ensuing two (2) years by balloting. Four (4) directors shall be elected in odd years and five (5) directors shall be elected in even years. Each eligible member (voting unit) of the Briarbend Addition shall have the right to nominate four (4) candidates. The names of the eight (8) candidates receiving the most number of votes shall be placed on a ballot for the election of four (4) in odd years and five (5) in even years to serve as directors for two (2) years.
- Sect. 2 The newly elected Directors, along with the remaining Directors and the Treasurer, who is appointed and a permanent member, shall elect from the nine Directors; a President, a Vice-President and a Secretary at the first meeting.

HP 080-99-0585

Sect. 3 If any member of the Board of Directors ceases to be a member in good standing during his term of office, if he shall fail to pay his assessment promptly upon five (5) days notice, his office shall automatically be vacated and a successor shall be elected for the unexpired term as herein provided.

Sect. 4 If a vacancy occurs on the Board of Directors, the remaining Directors may appoint a successor to serve for the unexpired term.

#### Article VI. Duties of Board of Directors

Sect. 1 The Board of Directors shall be the governing body of the organization with full rights and authority to determine policy, outline, plan, and carry into execution all business, activities, and policy, to enter into and execute all necessary agreements and instruments incident thereto in the name of the organization and shall constitute the representatives of the organization. In addition to the foregoing powers, the Board of Directors shall be authorized to institute, as well as settle or compromise, in the name of the organization or otherwise, any necessary legal proceedings to carry into effect the purpose and policies of the organization, or to enforce, or prevent violations of, the covenants or restrictions applicable to the Subdivision; and to employ legal counsel in connection with any of the foregoing, subject to the approval or ratification of the members.

Sect. 2 Written minutes and records of all the proceedings of the Board of Directors shall be kept by the Secretary, all of which shall be opened to the inspection of the members in good standing at all reasonable times. Further, all action taken, plans and projects proposed or undertaken by the Board of Directors shall be reported to the membership at the next following meeting thereof, provided that at any such meeting the full minutes of the Board of Directors' proceedings shall be read if requested by any member in good standing.

#### Article VII. Meetings

Sect. 1 A semi-annual meeting of the membership of this organization shall be held at time and place designated in the notice thereof in the months of March and September.

Sect. 2 Special meetings of the membership may be called by the President, Vice-President, or any five (5) members of this organization who are in good standing, upon written notice to all membership after seven (7) days notice.

9850-66-080 11  
11 080-99-0586

Sect. 3 A regular meeting of the Board of Directors shall be held at the time and place designated upon call of the President, or the Vice-President in the absence of the president, upon the request of any three (3) of the members of the Board of Directors, or upon request of any five(5) members of this organization in good standing. January and February shall be designated as election procedure meetings.

Article VIII. Committees

Sect 1, There shall be appointed from time to time by the President, or in his absence by the Vice-President, with the advice and consent of the Board of Directors, such Committees deemed advisable, the number of members of each committee to be within the discretion of the appointing authority. The President, or in his absence the Vice-President, shall be an ex-officio member of all committees.

Article IX. Social

Sect. 1 Social gatherings of the membership of this organization shall be held from time to time as may be determined by the Board of Directors or the membership.

Article X. Procedure

Sect. 1 Robert's "Rules of Order" shall be authority for procedure in conducting all meetings connected with this organization.

Sect. 2 The following shall be the order of business for all meetings:

- Call to order
- Introduction of visitors
- Reading minutes of preceding minutes
- Reports of Committees
- Old Business
- New Business
- General discussion
- Adjournment

Article XI. Amendment

Sect. 1 These By-Laws may be revised, changed or amended at any regular or special meeting called pursuant to the By-Laws of the membership by a two-thirds vote of the voting members present who are in good standing. However, a copy of the proposed revision, change or amendment shall be delivered to the residence of each member in good standing at least seven (7) days prior to the meeting at which the same is submitted.

2050-66-000 11



H. Duty to Restore. In the event that a building is damaged or destroyed by fire or other natural causes, the building may be restored to substantially the same plans and specifications, including materials, as the original without the approval of the Architectural Control Committee. However, plans shall be submitted to the Architectural Control Committee as required for new construction and alterations pursuant to Paragraphs 2 and 3 below. Construction activities to repair or remove said building must be initiated within six (6) months and completed within twelve (12) months of the date of such damage or destruction.

2. ARCHITECTURAL CONTROL:

A. There is hereby created an ARCHITECTURAL CONTROL COMMITTEE which shall be composed of three (3) members. The initial members shall be Leo V. McConnell, Glen McMillan and Kenneth B. Vines, each of whom shall serve until his successor is named. A majority of the committee may designate a representative to act for the committee. In the event of the death, resignation or disqualification of any member of the committee, the remaining members shall have full authority to designate and appoint a successor. No member of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this instrument. At any time the then record owners of a majority of the residential lots in the subdivision shall have the power to change the membership of the committee, to withdraw any powers from the committee and to restore to the committee any of the powers and duties created hereunder, by the execution of an instrument fully acknowledged and duly recorded in the Deed Records of Harris County, Texas.

The committee's approval or disapproval of any matter herein provided for shall be in writing. If the committee, or its designated representative, fails to give written approval or disapproval within thirty (30) days after any plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction under any such plans and specifications shall have been commenced prior to the completion of the improvements, approval will not be required and the provisions of this instrument shall be deemed to have been fully satisfied.

(Am 4) B. No building or structure shall be erected, placed, or altered on a Lot until the plans and specifications therefor, and a plot plan of the building site showing the location of all buildings or structures to be erected, placed or altered thereon, have been approved by the Architectural Control Committee. This approval may include requirements relating to the quality of workmanship and materials, harmony of external design with existing structures and location of buildings and structures with respect to topography and finished grade elevations. Notwithstanding any provision contained in the Complete Declaration, the Architectural Control Committee shall have the authority, subject to the approval of the Board of Directors as hereinafter specified, to approve plans and specifications which do not conform strictly with the provisions of the Complete Declaration, but which do not materially deviate from the provisions of the Complete Declaration. Any such variance approved by the Architectural Control Committee shall be submitted in writing to the Board of Directors. Approval by the Board of Directors shall be granted by an affirmative vote of a majority of the members present at a regular meeting pursuant to that certain document entitled Constitution and By-Laws of the Briarbend Community Improvement Association and evidenced by a recordable instrument setting forth the nature of the variance. Said instrument shall be prepared at the expense of the Lot owner requesting such variance and shall be filed of record.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

A. The ground floor area of any main residence building, exclusive of porches, garages, storage rooms and/or servants' quarters, shall not be less than 1700 (Seventeen hundred) square feet of usable floor space.

(Am 2) B. Exterior walls of all main residence buildings shall be constructed with not less than fifty-one percent (51%) masonry veneer. This requirement shall also apply to additions to these buildings, unless otherwise approved in writing by the Architectural Control Committee due to an unavailability of suitable matching or harmonizing brick. In computing this percentage, only solid opaque surfaces shall be included.

Without Architectural Control Committee written approval, no roofing material shall be used other than roofing material already covering the roof of a building or structure on a lot.

C. No building shall be located on any building site nearer to the front lot line or to the side street line than the minimum building set-back lines shown on the recorded map of the subdivision, or within five (5) feet of an interior property line. For the purpose of interpreting this provision, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building to overhang or encroach from another building site.

HP 000-99-0589

- (Am 1) Notwithstanding any provision to the contrary contained in the instrument above referred to, a detached garage may be located within three (3) feet of an interior property line of a building site, provided that, in no event, shall any such detached garage be located so as to encroach into any utility easement shown on the recorded map of said subdivision.

Residential buildings on corner lots shall face the street upon which the lot fronts as shown by the recorded map of the subdivision. The front of the lot is the property line having the smallest dimension on a street.

- D. No fence or wall shall be erected, placed, altered or maintained on any building site nearer to the front property line than the minimum set-back line shown on the recorded plat of the subdivision.
- (Am 4) E. Garages located on corner Lots may face toward the side street provided the garage is located as far from the side street property line as the width of the building site will permit; except that with respect to Lots One (1) and Fourteen (14) in Block Four (4), Lot One (1) in Block Six (6), Lots One (1) and Eleven (11) in Block Seven (7) and Lot Thirteen (13) in Block Eight (8) detached garages located on any of these six (6) Lots may face on the side street if the same is connected to the main residence building by a breeze-way or covered walk at least nine (9) feet wide, and the interior of the garage is finished with sheetrock and painted.
- (Am 4) F. Without the written approval of the Architectural Control Committee, no garage or carport on any Lot shall be converted and/or used for residential purposes or human habitation, unless an additional garage or carport, which can satisfy the setback requirements of this Paragraph 3, is approved and erected. The terms of this subparagraph shall be enforceable with respect to those garages or carports constructed or altered after the effective date of this Fourth Amendment.
- (Am 4) G. The Front line of an attached or detached garage or carport shall not be nearer to the front of a Lot than fourteen feet (14') behind the closest front wall of the main residence building nor nearer to an interior property line than allowed for a garage on the said Lot. The roof of a carport shall be finished with the same material as the main residence building and if that roof is sloped or pitched, then the carport roof shall also be sloped in at least one direction. Construction shall be of substantial wood framing for the posts, beams and joists. Metal materials may be used on a carport only as decorative elements. The terms of this subparagraph shall be enforceable with respect to those carports constructed or altered after the effective date of this Fourth Amendment.
- (Am 4) H. No Liability. Neither the Association, the Board of Directors, the Architectural Control Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner or resident of any Lot affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

4. TEMPORARY STRUCTURES:

- (Am 2) No structures of a temporary character, including without limitation, any trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

5. NUISANCES AND ANNOYANCES:

- (Am 2) No noxious or offensive activity shall ever be permitted upon any Lot nor shall anything be erected, placed or done thereon which may be or become a nuisance or annoyance to the neighborhood. No Owner or resident of any Lot shall use the same so as to endanger the health or disturb the reasonable enjoyment of any Owner or resident.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any residence building site except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. DUTY TO REMOVE TRASH:

- (Am 2) No trash, rubbish, garbage, manure, or debris of any kind shall be burned, kept or allowed to remain on any Lot except in sanitary containers which are not visible from any street or Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time, as determined in the sole discretion of the Architectural Control Committee, during the construction of improvements thereon.

8. LIVE STOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence building site. This provision shall not prevent dogs, cats or other household pets from being kept provided they are not kept, bred or maintained for any commercial purposes.

9. OIL AND MINING OPERATIONS:

No drilling, development, refining, quarrying, mining or prospecting for any minerals of any kind shall be permitted upon any building site, nor shall any well, tanks, tunnels, mineral excavations or shafts be permitted upon any building site. No derrick or other structure designed for use in boring for any minerals shall be erected maintained or permitted upon any building site.

10. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the street elevation shall be placed or permitted to remain on any corner lot within the triangular area formed by the streets, property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended to intersect. The same sight line limits shall apply on any building site within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within the above sight line of each intersection unless the foliage line is maintained at sufficient height to prevent obstruction of the above sight lines.

11. EASEMENTS:

Easements for the installation, removal, replacement and maintenance of equipment of public utilities as shown on the recorded map of the subdivision are reserved herein. No building or other permanent structure shall be constructed or placed within any of the ground easements shown on the recorded map of this subdivision.

12. ENFORCEMENT:

(Am 4)

The terms and provision of the Complete Declaration shall run with and bind the land constituting the Lots, and each of the Lots, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. The Complete Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision thereof, to enjoin or restrain the violation or to recover damages, and against the property to enforce any lien created by the Complete Declaration and the failure of the Association or any Owner to enforce any term or provision of the Complete Declaration shall never be deemed a waiver of the right to do so thereafter. Should any person or entity be in violation of any provision of the Complete Declaration, the Association may, after thirty (30) days from the date such person or entity receives due Notice, suspend any services the Association provides to such person or entity, or assess fines, as provided in the Complete Declaration, the By-laws, or other documents pertaining to the affairs of the Association or its members, until the matter giving rise to such Notice of violation is corrected.

13. TERM:

(Am 2)

The Complete Declaration may be amended at any time in whole or in part by an instrument executed (and duly acknowledged to entitle it to be recorded) by a majority of the then Lot owners and recorded in the Office of the County Clerk of Harris County, Texas, agreeing to change these restrictions, covenants and conditions. The Complete Declaration, as may be amended pursuant to this paragraph, shall remain in full force and effect for a term of twenty (20) years from the date this Second Amendment to the Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time the Complete Declaration shall be extended unless and until an instrument signed by the Members entitled to cast no less than seventy percent (70%) of the aggregate of the votes of the Membership has been filed for record in the Office of the County Clerk of Harris County, Texas, agreeing to terminate the Complete Declaration. Provided, however, that this Paragraph can be amended or deleted only by an instrument signed by the Members entitled to cast no less than seventy percent of the aggregate of the votes of the Membership.

14. COVENANTS FOR MAINTENANCE ASSESSMENTS:

(Am 2)

A. Creation of the Lien and Personal Obligation of Assessments. The Declaration created an annual maintenance charge against each Lot secured by a Vendor's Lien in favor of the Association. The parties hereto for each Lot owned within the Property covenant, and each Owner of any Lot by acceptance of deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association the annual assessment or charges, such assessment to be collected as hereinafter provided. The annual assessment is a charge on the land and is secured by a continuing Vendor's Lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for any delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but obligation to pay such assessments shall be secured by the continuing lien referred to above.

1530-56-080 34  
RP 080-99-059 1



- (Am 2) B. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, convenience, and welfare of the Members. Such benefits may include, by way of illustration but not limitation: providing patrol or watchman service, providing and maintaining street lighting, fogging for insect control, providing garbage and rubbish pickup, enforcing the provisions contained in the Complete Declaration, employing one or more architects, engineers and attorneys, as deemed appropriate in the opinion of the Board of Directors of the Association, subject to the approval or ratification of the Members of the Association. The foregoing uses and purposes are permissive and not mandatory, and the decisions of the Board of Directors and Members of the Association shall be final as long as made in good faith and in accordance with the By-Laws of the Association.
- (Am 4) C. Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments, in accordance with the budget presented to and approved by the Members at the annual meeting, against the Assessable Tracts to obtain funds reasonably anticipated to be needed for purposes stated in this Paragraph 14, including reasonable reserves for contingencies.
- (Am 2) D. Commencement of Annual Assessments; Due Dates. The annual assessment of each Assessable Tract for each calendar year shall be due and payable on the first day of January of said year.
- (Am 2) E. Certification. The Association shall cause to be prepared a roster of the Assessable Tracts showing the amount of each assessment, which roster shall be kept in the office of the Association and shall be open to inspection by any Member. The Association shall upon demand at any time furnish to any Member a certificate in writing signed by an officer of the Association setting forth whether there are any unpaid assessments against said Member's Lot. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid, as to any third party who in good faith relies thereon to his economic detriment.
- (Am 4) F. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. This charge does not replace, and can be in addition to, any other remedy outlined in the Complete Declaration. Upon thirty (30) days written notice by certified mail, return receipt requested, addressed to the Lot owner in question, the Association may bring legal action against the Owner personally obligated to pay the same. Interest, costs and reasonable attorney's fees incurred in any collection activity shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. In addition to the foregoing remedies, and without limiting the Association's rights to the same, in the event of delinquency, the Association shall also have the right, upon ten (10) days written notice to the Owner, to stop all services which the Association provides to the Owner, including, without limitation, all garbage and trash-hauling services. Upon the payment of any delinquent assessment, the Association shall reinstate any services which were suspended due to such delinquency.
- (Am 2) G. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage existing at any time upon the particular Lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a purchase money first mortgage (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

15. INSURANCE

- (Am 2) The Association shall have authority to obtain comprehensive public liability insurance and appropriate bonding to the extent it shall deem desirable, insuring the Association, its Board of Directors, Architectural Control Committee, agents and employees from and against liability. The Association also may secure such other forms of insurance coverage as the Members may from time to time approve. All costs, charges and premiums for any insurance to be paid by the Association as hereinabove provided shall be paid out of the maintenance fund as a common expense of all owners.

16. VEHICLES

- (Am 2) Any inoperative vehicle, boat, trailer equipment or machinery stored on any Lot which is visible from the street must be removed within ten (10) days after written notice of the same from the Board.

17. Clothing Drying.

- (Am 2) No clothing or other materials shall be aired or dried on a Lot except in an area which cannot be seen from any street.

2690-66-000 11

18. Construction Times.

(Am 2) Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, noisy outside construction work or noisy interior work shall be permitted only after 7:00 a.m. and before 8:00 p.m.

19. Antennas.

(Am 2) Without the prior written authorization of the Architectural Control Committee, no satellite dish or satellite antenna of any sort shall be placed, allowed to be placed, allowed or maintained outside a Living Unit or on the exterior of any building or the improvement located on a Lot such that the satellite dish or satellite antenna is visible from any street.

20. Duty to Maintain Property.

(Am 2) The Owner of each Lot shall maintain the same, and the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition. The Association shall have the right but not the duty, after ten (10) days' written notice to the Owner of any vacant Lot (to Owner's last known mailing address), setting forth the action intended to be taken by the Association, provided at the end of such time such action has not already been taken by such vacant Lot Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, and (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the health of an Owner of any adjoining Lot or enjoyment of an adjoining Lot, is unattractive in appearance, or is in violation of Paragraph 10 above. The Owner of such vacant Lot at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the cost of such work within ten (10) days after it is performed by the Association, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the highest rate permitted by Texas law, and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien on such Owner's vacant Lot.

21. Driveways.

(Am 2) The Owner of each Lot shall construct and maintain at his expense a driveway from his garage or carport to an abutting street, including the portion in the street easement.

22. General Provisions.

(Am 2) A. Incorporation. The terms and provision of the Complete Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by any Owner conveying all or any part of the land in the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained therein shall be subject to the terms and provisions of the Complete Declaration.

B. Severability. Invalidation of any term or provision of the Complete Declaration by judgment or otherwise shall not affect any other term or provision of the Complete Declaration, and the Complete Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

C. Gender and Grammar. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions thereof apply either to corporation (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

D. Titles. The titles of the Complete Declaration and of the paragraphs contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning of any terms or provision contained in the Complete Declaration.

E. Successors in Title. The terms and provisions of the Complete Declaration shall apply to, be binding upon, and inure to the benefit of the Owners and the Association and their respective successors and assigns.

F. Legal Rules of Interpretation. It is stipulated that, in the event of litigation to enforce the terms and provisions contained in the Complete Declaration, said terms and provisions shall be liberally construed and any ambiguity contained herein shall be resolved in favor of the party seeking the enforcement of the Complete Declaration. It is stipulated that in the event this Second Amendment to the Declaration is set aside, invalidated or held unenforceable, the original Declaration and First Amendment to the Declaration shall be deemed to remain in full force and effect as the original Declaration and First Amendment to the Declaration are not abandoned.

G. Ratification. The Property is subject to that certain Declaration and first Amendment to the Declaration. This Second Amendment to the Declaration is made to amend and extend such Declaration and First Amendment to the Declaration. The original Declaration, as amended herein, is hereby ratified, adopted and confirmed.

11 080-99-0593

H. Notice. Unless herein provided for above, any notice required to be given herein shall be by personal delivery or by certified mail, return receipt requested to the last known address of the party to whom notice is given.

23. Glossary. Definitions

- (Am 2) A. "Association" shall mean and refer to the Briarbend Community Improvement Association, a Non-Profit Corporation incorporated under the laws of the State of Texas, its successors and assigns.
- B. "The Property" or "The Properties" shall mean and refer to the tract of land defined on Page one hereof.
- C. "Lot" shall mean and refer both to each plot of land located in the Property as shown on the subdivision plat upon which there has been or may be constructed an approved residential structure, and to the residence and improvements constructed or to be constructed thereon.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to the surface estate in any Lot or tract of land which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- E. "Easements" shall mean and refer to the various utility or other easements of record, those shown on the subdivision plat and such other easements as are created or referred to in this Second Amendment to the Declaration.
- F. "The Second Amendment to the Declaration" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Amendment to the Declaration.
- G. "Board of Directors" and "Board" shall mean and refer to the duly elected Board of Directors of the Association.
- H. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- I. "Conveyance" shall mean and refer to the conveyance of a fee simple title to a Lot.
- J. "Declarant" shall mean and refer to Woodway Manor Corp, N-Misch, Inc. and Nter, Inc.
- K. "Assessable Tract" shall mean and refer to any Lot to which paved public street and water access have been extended.
- L. "Living Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence by one person or by a Single Family, including Servants.
- M. "Single Family" shall mean and refer to, and is expressly limited to, those persons directly related to each other by blood, marriage or adoption, or no more than two (2) unrelated persons living together as a single housekeeping unit, together with Servants.
- N. "Servants" shall mean those persons who are bonafide household servants employed on a Lot by the occupant of the main residence thereon.
- O. "Complete Declaration" shall mean the Declaration, (as defined on Page one hereof), as amended by the First Amendment to the Declaration and subsequent amendments to the Declaration as approved by the Association.

Executed by each individual property owner on the date indicated to be effective when recorded in the Real Property Records of Harris County, Texas.

This composite of Original Deed Restrictions and Amendments compiled March 1, 2003.

11 080-99-0594

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**DOCUMENT RETENTION POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format that can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and

- g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and
  - h. decisions of the Architectural Control Committee or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
  4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

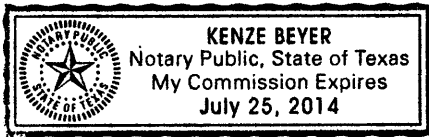
Approved and adopted by the Board on this 7 day of February 2012.

\_\_\_\_\_  
Lauren Summerville  
President, Briarbend Community Improvement Association

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February, 2012.



Kenze Beyer  
\_\_\_\_\_  
Notary Public, State of Texas

9550-66-080 RH  
HP 080-99-0596

AFTER RECORDING RETURN TO:

~~SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM~~

RI 080-99-0597

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**PAYMENT PLAN POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Deed Restrictions. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
  - a. Total balance up to 2 times annual assessment ... up to 6 months
  - b. Total balance up to 3 times annual assessment ... up to 12 months
  - c. Total balance greater than 3 times annual assessment ... up to 18 months

6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

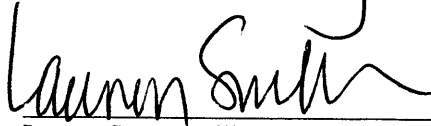
In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Deed Restrictions and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.



Approved and adopted by the Board on this 7 day of February 2012.

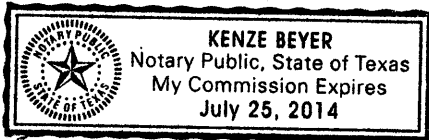


Lauren Summerville  
President, Briar bend Community Improvement Association

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briar bend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February 2012.



Kenze Beyer  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

~~SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM~~

HP 080-99-0600

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in Section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) format: electronic files, compact disk or paper copies
    - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in Section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

HP 000-99-0001

- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
- a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view *the electronic records*. *Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.*
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association *shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.*
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

2020-06-08 14:00:00

- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$1.00 each
  - g. labor and overhead ... \$18.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Deed Restrictions.
  10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under Section 2 and/or fees under Section 4.
  11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

000-99-0603  
0090-56-000 11

Approved and adopted by the Board on this 7 day of February 2012.

*Lauren Summerville*

Lauren Summerville  
President, Briarbend Community Improvement Association

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February, 2012.



*Kenze Beyer*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

~~SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM~~

RP 090-99-0604

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
  - 1.1. the flag of the United States; and
  - 1.2. the flag of the State of Texas; and
  - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
  - 2.1. flags for schools, sports teams, businesses or foreign countries; or
  - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
  - 2.3. historical versions of flags permitted in Section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.

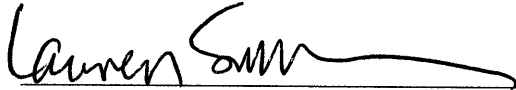
2011-08-09 11:00 AM

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
  - 11.1. in any location other than the Owner's property; or
  - 11.2. within a ground utility easement or encroaching into an aerial easement; or
  - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
  - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
  - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be ground mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
  - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7 day of February 2012.

  
 \_\_\_\_\_  
 Lauren Summerville  
 President, Briarbend Community Improvement Association

STATE OF TEXAS                   §  
   §  
 COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February 2012.



  
 \_\_\_\_\_  
 Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
**SEARS & BENNETT, LLP**  
**9700 RICHMOND AVENUE, SUITE 222**  
**HOUSTON, TEXAS 77042**  
**TELEPHONE: (713) 782-1788**  
**WWW.SEARSFIRM.COM**

RP 080-59-0607



**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

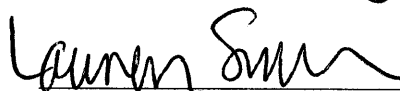
NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
  - a. placement behind a solid fence, a structure or vegetation; or
  - b. by burying the tanks or barrels; or
  - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
  - a. the barrel must not exceed 55 gallons; and
  - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
  - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
  - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7 day of February 2012.

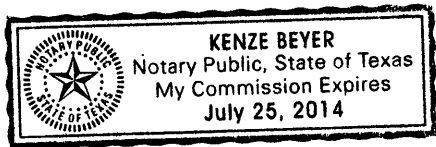


Lauren Summerville  
President, Briarbend Community Improvement Association

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February, 2012.



  
Notary Public, State of Texas

PP 080-99-0609

AFTER RECORDING RETURN TO:

**SEARS & BENNETT, LLP**  
**9700 RICHMOND AVENUE, SUITE 222**  
**HOUSTON, TEXAS 77042**  
**TELEPHONE: (713) 782-1788**  
**WWW.SEARSFIRM.COM**

RP 090-99-0610

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

HP 080-99-0611

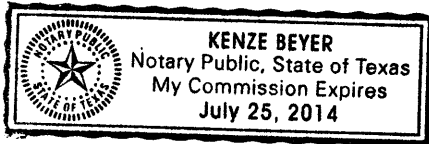
Approved and adopted by the Board on this 7 day of February 2012.

Lauren Summerville  
Lauren Summerville  
President, Briarbend Community Improvement Association

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February 2012.



Kenze Beyer  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM

2190-56-0801

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 30 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown or dark gray tones. Light brown, light gray, blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. *All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.*
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
  - a. be wind and hail resistant; or
  - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
  - c. provide solar energy capture capabilities.

- 8. Once installed, any such Alternative Shingles must:
  - a. resemble the shingles used or authorized to be used on other structures within the Association; and
  - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
  - c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7 day of February 2012.

*Lauren Summerville*

Lauren Summerville  
President, Briarbend Community Improvement Association

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February 2012.



*Kenze Beyer*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

~~SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM~~

RP 080-99-0614

**BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**  
**GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

WHEREAS, Briarbend Community Improvement Association (the "Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Deed Restrictions for the Briarbend Subdivision (hereafter collectively referred to as the "Deed Restrictions"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association (the "Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
  - a. on the roof of the main residential dwelling; or
  - b. on the roof of any other approved structure; or
  - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
  - a. have no portion of the Device higher than the roof section to which it is attached; and
  - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
  - c. conform to the slope of the roof; and

11 000 99 06 15



- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
  - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
  - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [[www.nrel.gov](http://www.nrel.gov)] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
  7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
  8. Installed Devices may not:
    - a. threaten public health or safety; or
    - b. violate any law; or
    - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
  9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Deed Restrictions or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7 day of February 2012.



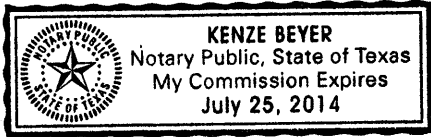
Lauren Summerville  
President, Briarbend Community Improvement Association

PP 080-99-0616

STATE OF TEXAS                    §  
  §  
COUNTY OF HARRIS               §

Before me, the undersigned authority, on this day personally appeared Lauren Summerville, President of Briarbend Community Improvement Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of February 2012.



Kenze Beyer  
Notary Public, State of Texas

~~AFTER RECORDING RETURN TO:  
SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM~~

RP 080-99-0617

**MANAGEMENT CERTIFICATE FOR  
BRIARBEND COMMUNITY IMPROVEMENT ASSOCIATION**

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

The undersigned, being the President of Briarbend Community Improvement Association, a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.044 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

1. Name of Subdivision: The name of the Subdivision is Briarbend.
2. Name of Association: The name of the Association is Briarbend Community Improvement Association.
3. Location of the Subdivision and Recording Data of the Declarations:
  - a. Declaration of Restrictions for Briarbend Community Improvement Association, filed October 20, 1965 under County Clerk's File No. C183244 and under Film Code No. 040-27-1067 of the Official Public Records of Real Property of Harris County, Texas.
  - b. Second Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed December 28, 1987 under County Clerk's File No. L480150 and under Film Code No. 125-00-0627 of the Official Public Records of Real Property of Harris County, Texas.
  - c. Third Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed August 14, 1992 under County Clerk's File No. N813503 and under Film Code No. 107-47-2945 of the Official Public Records of Real Property of Harris County, Texas.
  - d. Fourth Amended Declaration of Restrictions for Briarbend Community Improvement Association, filed February 19, 2003 under County Clerk's File No. L480150 and under Film Code No. 563-30-1043 of the Official Public Records of Real Property of Harris County, Texas.
4. Name and Mailing Address of the Association: The name and mailing address of the Association is Briarbend Community Improvement Association c/o Sears & Bennett, LLP, 9700 Richmond Ave., Suite 222, Houston, Texas 77042.

8190-96-080 44

