

Response to Document Request

Date: 6/22/2021

Property: 2219 Linea Del Pino

Allison Smolik requested that it be furnished with the following documents concerning the property located at 2219 Linea Del Pino

Vesting Deed (not including probates, divorces, or other court proceedings vesting title)

Liens

Restrictions **X**

Releases of Liens

Other: All Documents

This response to Recipient's request (this "Response") is provided to Recipient by First American Title Insurance Company ("First American") and includes the attached documents (the "Documents"). This Response is furnished on and subject to the following terms, conditions, limitations, and disclaimers:

1. **IMPORTANT – READ CAREFULLY:** THIS RESPONSE IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS RESPONSE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF RECIPIENT, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS RESPONSE MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE RESPONSE IS COMPLETE OR FREE FROM ERROR. THIS RESPONSE IS PROVIDED AS-IS AND WITH ALL FAULTS. FIRST AMERICAN DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR FURNISHING THIS RESPONSE, RECIPIENT RELEASES FIRST AMERICAN FROM ANY AND ALL LIABILITY (INCLUDING MATTERS ARISING FROM FIRST AMERICAN'S OWN NEGLIGENCE) FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE, INCOMPLETE OR INSUFFICIENT DOCUMENTS OR NEGLIGENCE IN PREPARING THIS RESPONSE, OR CONCERNING OR REGARDING THE OWNERSHIP, NATURE, CONDITION OR DESCRIPTION OF OR TITLE TO ANY PROPERTY, OR RESULTING FROM ANY FAILURE TO FURNISH ANY DOCUMENTS RESPONSIVE TO RECIPIENT'S REQUEST. FIRST AMERICAN WOULD NOT HAVE PROVIDED THIS RESPONSE AND DOCUMENTS BUT FOR THE DISCLAIMERS, RELEASE AND LIMITATION OF LIABILITY IN THIS RESPONSE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE RESPONSE.

2. First American's search was limited and it has not conducted a detailed search as it would if it were issuing a title commitment, binder or policy. In addition, First American's records are certified through a date earlier than the date of the search, and documents recorded after that certification date may not be included.

3. First American does not give or express any representation, warranty or opinion as to (a) ownership of the Property or the validity of the title to the Property, (b) the enforceability, validity or effect of any Documents, or whether or how they affect the Property, (c) the enforceability, validity or effect of any other documents, (c) the existence or non-existence of any other documents affecting the Property or that may otherwise be responsive to Recipient's request, (e) the completeness, sufficiency or accuracy of any Property description or whether the Documents furnished concern the Property and/or persons Recipient is looking for, (f) whether the party executing any Document or other document had the power, authority or capacity to do so or whether the Grantor of any deed or deed of trust had title to the Property, or (g) the existence or non-existence of any liens or encumbrances not included as part of the Documents. **There may be documents responsive to Recipient's request that were not furnished.**

4. It is Recipient's sole responsibility to determine whether the Documents are sufficient for Recipient's intended purpose and whether it is appropriate for Recipient to conduct further investigation as to any matter.

FILED
JUN 9 9 00 AM 1978
HARRIS COUNTY, TEXAS



197-09-1222

OFFICE OF
R. E. TURRANTINE, JR.
COUNTY CLERK
HARRIS COUNTY
HOUSTON 2, TEXAS

ADDRESS ALL CORRESPONDENCE TO
P. O. BOX 1023
HOUSTON 1, TEXAS

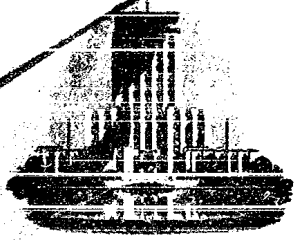
PLAT FILED FOR MAP RECORDS

FILE NUMBER F633665 MAP RECORDS: VOL. 272 PAGE 52
NAME OF SUBDIVISION Briar Wood Section One
SURVEY William Harding ABST. NO. A-24
MAP RECORD PAGES REQUIRED: KEY MAPS 1
RECORDS 8

RECORDING FEE: 120.00
APPRICED BY [Signature]
CHECKED BY [Signature]
FILED BY: [Signature] DATE 6-9-78
RECORDED BY: _____ DATE _____
INDEXED BY: _____ DATE _____

RECORDED PLAT
TO BE RETURNED TO: CITY PLANNING COMMISSION OF HOUSTON C/O CHARLES
MOCK OR ROYCE BELT AS PER AUTHORIZATION ATTACHED
FROM [Signature]

197 0 0 28 PM 1978
LITEN



City of
HOUSTON

197-09-1223

JIM McCONN, MAYOR
HOUSTON, TEXAS 77001

CITY COUNCILMEN

- LARRY McHARRIS
- JUDSON ROBINSON, JR.
- LOUIS MACEY
- HOMER L. FORD
- FRANK O. MANCUSO
- JIM WESTMORELAND
- FRANK E. MANN
- JOHNNY GUYEN

CONTROLLER
KATHRYN J. WHITMER

Date 5-4-78

RECORDED MAP RETURN AGREEMENT CERTIFICATE

This is to certify that Frank Del Castillo, owner or authorized agent of the owner of land being platted or subdivided known as Frank Wood, approved by the Houston City Planning Commission, authorized Mr. R. E. Turrentine, County Clerk of Harris County or his authorized Deputy to return the original recorded map or plat of said subdivision only to the Director of the City of Houston's City Planning Department or to his authorized employe, who shall file such original recorded map or plat in the permanent records of the Houston City Planning Department.

Charles H. Mark
Signature
Director, City Planning Department
or Authorized Employee

Frank Del Castillo
Signature
Owner or Authorized Agent of Owner
of land being subdivided or platted

FEC Intentional Use Only

Not CC

U518659

533-59-1368

GOVERNING DOCUMENTS
FOR 07/21/00 300419539 U518659 167.00
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

STATE OF TEXAS }

COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BRIARWOOD, SECTION ONE

lec

61
E

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-LISTED SUBDIVISION

FILED
21 11 00
533-59-1368

For internal use only

533-59-1369

ARTICLES OF INCORPORATION
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)

For internal use only

533-59-1370

ARTICLES OF INCORPORATION
OF

FILED
In the Office of the
Secretary of State of Texas

BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON) NOV 20 1978

In compliance with the requirements of Article 1396, Texas Revised Civil Statutes, the undersigned, two of whom are residents of the State of Texas and all of whom are natural persons of the age of twenty-one (21) years or more, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), hereinafter called "Association."

ARTICLE II

The initial registered office and principal office of the Association is located at 2400 Houston Natural Gas Building, Houston, Texas 77002.

ARTICLE III

M. Marvin Katz, whose address is 2400 Houston Natural Gas Building, Houston, Texas 77002, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to promote the health, safety and welfare of the residents within Briarwood, Section One, an addition in Harris County, according to the map or plat thereof recorded in Volume 272, Page 52 of the Harris County Map Records. The Association shall have the right to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Kelly/Becker Covering Briarwood Section One Subdivision, hereinafter called the "Declaration," applicable to the property and recorded in the Official Real Property Records of Harris County, Texas, under Clerk's File No. F-634339, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at

length. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V

The Owner of each assessable tract, during the period of his ownership, shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Developer, whether or not it is Owner of an assessable tract, shall also be a member until its membership terminates pursuant to the provisions of the Declaration.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Lot.

Class B. Developer (as defined in the Declaration) shall be the sole Class B member and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1984.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Ernest A. Becker 6115 Clarice Avenue, Las Vegas, Nevada 89107
 Ernest A. Becker, Jr. 6115 Clarice Avenue, Las Vegas, Nevada 89107
 Barry W. Becker 6115 Clarice Avenue, Las Vegas, Nevada 89107

At the first annual meeting, the members shall elect three Directors for a term of one year. Beginning with the second annual meeting, the members shall elect one Director for a term of three years, one Director for a term of two years, and one Director for a term of one year and at each annual meeting thereafter the members shall elect one Director for a term of three years.

ARTICLE VIII
 DISSOLUTION

The Association may be dissolved with the assent, given in writing and signed by the persons holding not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
 DURATION

This corporation shall exist perpetually.

ARTICLE X

This is a non-profit corporation.

ARTICLE XI

The names and addresses of the incorporators are:

Ernest A. Becker, Jr., 6115 Clarice Avenue, Las Vegas, Nevada 89107
 M. Marvin Katz, 2400 Houston Natural Gas Bldg., Houston, Texas 77002
 Lawrence Russo III, 2400 Houston Natural Gas Bldg., Houston, Texas 77002

ARTICLE XII
 AMENDMENTS

Amendment of these Articles shall require the assent of the persons holding at least eighty percent (80%) of the votes entitled to be cast by the combined two classes of members.

533-59-1373

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 11th day of August, 1978.


Ernest M. Becker, Jr.

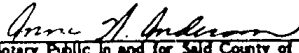


M. Marvin Katz


Lawrence Russo III

For internal use only


THE STATE OF NEVADA X
COUNTY OF CLARK X

I, Anne W. Anderson, a Notary Public, do hereby certify that on the 11th day of August, 1978, personally appeared before me Ernest A. Becker, Jr., who being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.


Notary Public in and for Said County of Said State
 Notary Public: State of Nevada
CLARK COUNTY
Anne W. Anderson
My Commission Expires Mar. 7, 1982

THE STATE OF TEXAS X
COUNTY OF HARRIS X

I, DOLORES MORGESON, a Notary Public, do hereby certify that on this the 5th day of AUGUST, 1978, personally appeared before me M. Marvin Katz and Lawrence Russo III, who each being by me first duly sworn, declared that they are the person who signed the foregoing document as Incorporators, and that the statements therein contained are true.


Notary Public in and for Harris County, Texas
DOLORES MORGESON
Notary Public in and for Harris County, Texas
My Commission Expires 8/2/80

For internal use only

533-59-1375

**BY-LAWS
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)**

For internal use only

BY-LAWS

533-59-1376

OF

BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

ARTICLE I.

NAME AND LOCATION. The name of the corporation is BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), hereinafter referred to as the "Association." The principal office of the corporation shall be located at 2400 Houston Natural Gas Building, Houston, Texas, but meeting of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.

Section 1. "Association" shall mean and refer to BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Kelly/Becker covering Briarwood Section One Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties, with the exception of the Common Area

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to KELLY/BECKER, a Texas General Partnership, their successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Kelly/Becker Covering Briarwood Subdivision Section One, applicable to the Properties recorded or to be recorded in the Harris County Map Records.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board

of Directors or upon the written request of one-fourth (1/4th) of all members of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting. A copy of such notice shall be mailed, postage prepaid, at least 15 days before such meeting to all members at the address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-tenths (2/10) of the votes of the two combined classes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three Directors for a term of four years. Beginning with the fifth annual meeting, the members shall elect one director for a term of three (3) years, one director for two (2) years, and one director for a term of one (1) year. At each annual meeting thereafter the members shall elect one (1) director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by an affirmative vote of two-thirds of the votes entitled to be cast by the combined two classes of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval

of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members or non-members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members of their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to the use of the

recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot for each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance

of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and a vice-president who shall, at all times, be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors

following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board

Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association shall appoint at the appropriate time an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten

percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON).

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by an affirmative vote thereon by two-thirds (2/3) of the votes entitled to be cast by the combined two classes of members. However, after the Class B membership ceases to exist, these By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws,

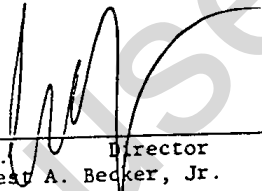
the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

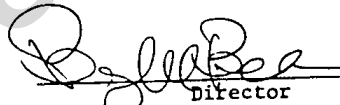
IN WITNESS WHEREOF, we, being all of the directors of BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), have hereunto set our hands this 1st day of December, 19 78.



Director
Ernest A. Becker, Jr.



Director
Ernest A. Becker



Director
Barry W. Becker

For internal use only

RESOLUTION REGARDING STORAGE OF VEHICLES
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)

For internal use only

533-59-1390

RECEIVED JUN 9 1987

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BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

RESOLUTION

STORAGE OF OVERSIZED AND/OR COMMERCIAL VEHICLES

WHEREAS, the Board of Directors (the "Board") of Briarwood Property Owners Association, Inc. (Houston) (the "Association") is charged with the responsibility of enforcing the deed restrictions pursuant to the Declaration of Covenants, Conditions and Restrictions for Briar Wood, Section One, dated June 7, 1978, and recorded at Clerk's File No. F634539 of the Official Public Records of Real Property of Harris County, Texas (the "Declaration"); and

WHEREAS, at Article VII, Section 7.7 of the Declaration it is provided that all motorized vehicles, unless automobiles or pick up trucks in good repair and attractive condition, must be kept screened from public view so as not to be seen from other Lots; and

WHEREAS, from time to time Owners park oversized and/or commercial vehicles on their property or on the street and in public view and fail to respond to the demands from the Board to remove said vehicles; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with oversized and/or commercial vehicles in a timely manner, and further believes it to be in the best interests of the Association to refer these deed restriction violations promptly to an attorney for enforcement so as to maximize the aesthetic quality of the neighborhood and minimize the diminution of property values; and

NOW, THEREFORE,

BE IT RESOLVED THAT any oversized or commercial vehicle, as determined by the Board of Directors, placed on or in front of any Lot in the Association for a period of more than twenty-four (24) hours within a thirty (30) day period may be deemed to be in violation of Article VII, Section 7.7 of the Declaration; and

BE IT FURTHER RESOLVED that all such violations of Article VII, Section 7.7 of the Declaration may be immediately pursued for enforcement by the Board of Directors acting through its management company and designated attorney, and such costs incurred thereby shall be borne by the owner of the Lot in violation of the Declaration.

For internal use only

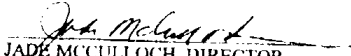
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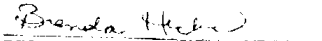
This Resolution was adopted by the Board of Directors on JUNE 9
19 97, and shall be effective on JULY 1, 19 97


GERALD SBARBARO, DIRECTOR


LEO DALE WEST, DIRECTOR


GREGG HINNENKAMP, DIRECTOR


JADE MCCULLOCH, DIRECTOR


BRENDA HICKS

For internal use only

RESOLUTION REGARDING COLLECTION POLICY
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)

For internal use only

PREAMBLE TO DECLARATION ASSOCIATION, INC.

RESOLUTION

COLLECTION POLICY FOR DELINQUENT ACCOUNTS

WHEREAS, the Board of Directors (the "Board") of Briarwood Chapter, Condominiums, Inc. (the "Association") is charged with the responsibility of collecting assessments for common expense from Owners pursuant to the Declaration of Kelly/Baker Covering Briar Wood Section One Subdivision dated June 7, 1978, and First Amendment to the Declaration of Kelly/Baker Covering Briar Wood Section One Subdivision dated December 8, 1980, respectively recorded at Clerk's File Nos. F634539 and H291419 of the Official Public Records of Real Property of Harris County, Texas (the "Declaration"); and

WHEREAS, from time to time Owners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS, the Board has retained the firm of Bartley & Spears, P.C. for their experience in representing condominium and homeowners associations in collections and other matters ("Association's Attorneys"); and

WHEREAS, the Board has directed the Association's Attorneys to represent the Association on the terms outlined in the Resolution;

NOW, THEREFORE,

BE IT RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's Attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all costs incurred by the firm, including, but not limited to, fees charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the actual invoice; and

IT IS FURTHER ORDAINED that the following provisions shall apply to all delinquent accounts forwarded to the Association's Attorneys for collection:

1. All contact with a delinquent Owner shall be handled through the Association's Attorneys. Neither the Manager nor any Association Officer or Director shall discuss the collection of the account directly unless one of the Association's Attorneys is present or has consented to the contact.
2. All sums collected on a delinquent account shall be remitted to the Association until the account has been brought current.
3. The Association's Attorneys' legal fees shall be assessed against each delinquent lot and its Owner (including repeat offenders) when incurred by the Association. All legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent lot and Owner and shall be collectible as an assessment and personal obligation of the owner as provided in the Declaration.
4. The Association's Attorneys shall give notice, as allowed in the Declaration, to the delinquent Owner that, if the delinquent account is not brought current within the time stated, or a satisfactory agreement has not been reached to accomplish this, court action or foreclosure will be pursued for satisfaction of such obligation.
5. To the extent that the Association's Attorneys, in their discretion, consider it to be appropriate in the circumstances, they are authorized to enter into an installment payment plan, secured by an Agreed Judgment, provides for monthly payments of the current assessment amount for a duration in excess of eighteen (18) months shall require the approval of the Board of Directors.
6. Where, at the expiration of the period specified in the Association's Attorney's demand letter, an amount remains delinquent and without a payment plan embodied in a signed Agreed Judgment and a signed Agreement Letter evidencing the terms of payment, or in the event of a default under that term of payment, the Association's Attorneys are authorized to take such action

of the Association with the Board of Directors, believe to be in the best interest of the Association, including, but not limited to:

- a. Filing suit against the Owner for money due pursuant to the Declaration; or
- b. Filing a motion of Summary Judgment; or
- c. Instituting a judicial action for foreclosure of the Association's lien pursuant to the Declaration; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all Owners at their last known address.

This Resolution was adopted by the Board of Directors on _____, 19____, and shall be effective on _____, 19____.

Mark H. Olson esp.
Director

[Signature]
Director

Hugh A. Stammen Kamp
Director

[Signature]
Director

[Signature]
Director

Brandie Jane Mullinax
Brandie Jane Mullinax



For internal use only

BE IT FURTHER RESOLVED that the Manager is directed to file a Lien Affidavit against any delinquent account which is delinquent in an amount greater than or equal to one full year's assessment interest in the amount of ten (10) percent per annum which the Association is authorized to charge to and collect from any delinquent owner; and

BE IT FURTHER RESOLVED that the Manager is directed to file a Lien Affidavit against the delinquent lot of the account is delinquent in an amount for regular or special assessments, or other charges authorized by the Declaration, greater than or equal to one full year's assessment; and is further directed to send a copy thereof to the Owner; and

BE IT FURTHER RESOLVED that the Manager is directed to send any Owner who is delinquent in an amount for regular or special assessments, or other charges authorized by the Declaration, greater than or equal to one full year's assessments, a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment with a copy of the Lien Affidavit attached thereto; and

BE IT FURTHER RESOLVED that the Manager is directed to send any Owner who is delinquent in an amount for regular or special assessments, or other charges authorized by the Declaration, greater than or equal to one full year's assessments, a written notice as part of the Second Notice that if the account is not paid in full within thirty (30) days, it will be turned over to the Association's Attorneys for collection and the Owner will be liable for payment of all costs imposed by the Association's Attorneys to cover fees and costs charged to the Association; and

BE IT FURTHER RESOLVED that the Manager is directed to refer any account which remains delinquent for thirty (30) days after the Second Notice to the Association's Attorneys for collection; and

BE IT FURTHER RESOLVED that the Manager is directed to consult with the Association Attorneys and turn over for collection immediately any account where the Owner files or is subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the lot; and

AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS }

THAT the foregoing and attached documents, including By-Laws of Briarwood Property Owners Association, Inc. (Houston), Articles of Incorporation of said corporation, Resolution Regarding Storage of Vehicles, and Resolution Regarding Collection Policy are true, correct and complete photocopies of the original documents which were adopted in connection with the development of Briarwood Property Owners Association, Inc. (Houston), and all of the properties governed thereby. Such documents constitute all of the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code, save and except those which have previously been filed/recorded in the Official Public Records of Real Property of Harris County, Texas. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

ANY INSTRUMENT WHICH AFFECTS THE TITLE, ENJOIN, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number _____
Supplies on the 18th day of the Month stamped herein by me, and was
daily RECORDED in the Official Public Records of Real Property of
Harris County, Texas on

JUL 21 2000



Sherry A. Johnson

COUNTY CLERK
HARRIS COUNTY TEXAS

Michael J. Treece

Michael J. Treece, Attorney for
Briarwood Property Owners
Association, Inc. (Houston)

LOR

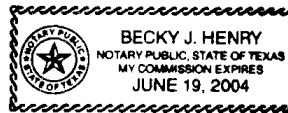
SUBSCRIBED AND SWORN TO BEFORE ME on this the 18th day of July, 2000.

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Becky J. Henry
NOTARY PUBLIC - STATE OF TEXAS

After Filing
Please Return to:

Michael J. Treece
Attorney at Law
17040 El Camino Real, Ste. 400
Houston, Texas 77058



For internal use only

V278197

Notice

SECOND SUPPLEMENT TO
GOVERNING DOCUMENTS

FOR 09/04/01 300607944 V278197 \$23.00

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BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

STATE OF TEXAS }
COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BRIARWOOD, SECTION ONE

lee

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-LISTED SUBDIVISION

543-67-0735

Boony B. Kephner
COUNTY CLERK
HARRIS COUNTY, TEXAS

2001 SEP -4 AM 10:40

FILED



9520-29-515

RESOLUTION REGARDING COLLECTION
OF MAINTENANCE ASSESSMENTS
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)



**RESOLUTION REGARDING COLLECTION
OF MAINTENANCE ASSESSMENTS
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Briarwood Property Owners Association, Inc., ("the Association"), as well as the Association's Articles of Incorporation, the Declaration of Kelly/Becker Governing Briar Wood Section One Subdivision (the "Declaration"), Chapter 204 of the Texas Property Code, and the Texas Non-Profit Corporation Act, authorize the Association to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas Property Code further authorizes the Association to adopt and amend budgets for revenues, expenditures, and reserves and collect regular assessments or special assessments for common expenses from property owners;

WHEREAS, the Texas Property Code further authorizes the Association to adopt and amend rules regulating the collection of delinquent assessments and the application of payments;

WHEREAS, the Texas Property Code further authorizes the Association to increase the maximum regular assessment without a vote of the membership, assess the increase annually or accumulate and assess the increase after a number of years;

WHEREAS, the Association's Board of Directors has determined that the adoption and/or modification of certain policies, procedures, rules and/or guidelines are necessary and desirable for the fair, efficient, consistent, uniform and cost effective management of the Association, and that such action would serve the best interest of the Association and its members;

WHEREAS, the Association's Board of Directors has also determined that it is in the Association's best interest to adopt certain policies, rules and procedures regarding the collection of maintenance assessments, to discontinue certain past policies regarding same, and to increase the maintenance assessments for the year 2002 by ten percent (10.00%) in accordance with Section 5.3 of the restrictive covenants governing the Briar Wood subdivision;

NOW, THEREFORE, BE IT RESOLVED that the following policies and/or procedures regarding the collection of assessments are hereby adopted on behalf of the Association:

2002-29-085



1. The Association's practice of providing a discount for pre-payment of assessments is hereby discontinued. While the pre-payment of monthly assessments is encouraged, there shall be no discount or other incentive provided in connection with such pre-payment. Monthly assessments are due and payable on the first (1st) day of each successive calendar month. Members of the Association may pay any monthly assessment(s) in advance of same becoming due or pay in accordance with the Declaration.

2. The monthly assessments for the year 2002 shall be, and are hereby, increased by ten percent (10.00%) above that amount which was charged for the year 2001. Such increase shall become effective on January 1, 2002, and shall apply to the January, 2002, assessment, as well as all subsequent monthly assessments.

Adopted on this 21st day of August, 2001.

**BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)**

John McInnis
Signature
John McInnis
Print Name
President
Position

Marilyn Dillard
Signature
MARILYN DILLARD
Print Name
Secretary
Position

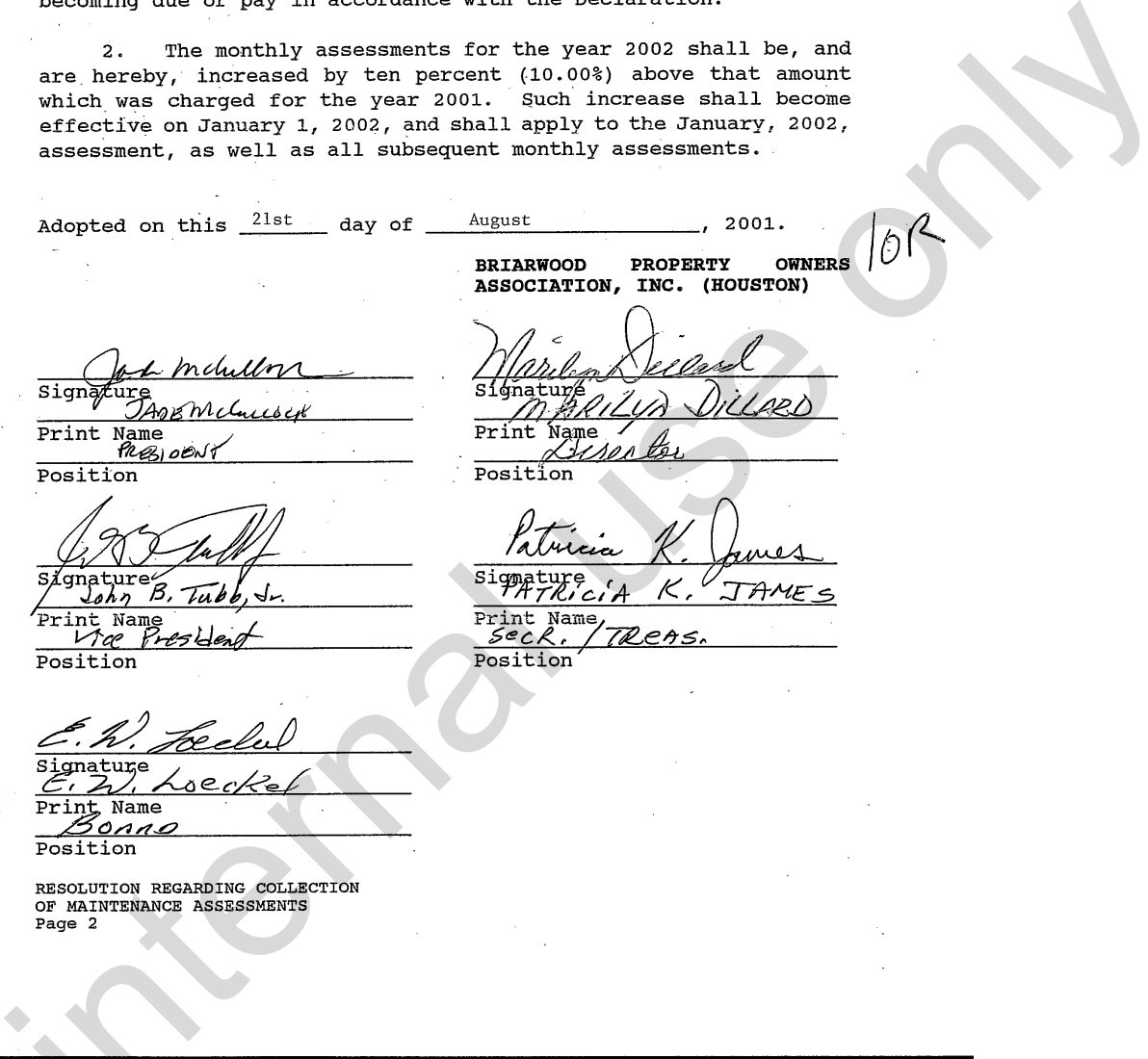
John B. Tubb, Jr.
Signature
John B. Tubb, Jr.
Print Name
Vice President
Position

Patricia K. James
Signature
PATRICIA K. JAMES
Print Name
Secr./TREAS.
Position

E. W. Loedel
Signature
E. W. Loedel
Print Name
Bonno
Position

0820-29-65

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FC



543-67-0739

RESOLUTION REGARDING BY-LAWS
OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)



**RESOLUTION REGARDING BY-LAWS OF
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Briarwood Property Owners Association, Inc., ("the Association"), under Article IV, Section 1, dictate that the affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association;

WHEREAS, it is the belief and opinion of the Board of Directors that such By-Laws were amended in order to increase the number of directors to five (5), although neither the Board of Directors, the Association's managing agent, nor its attorney of record are in possession of the original Amendment document or a photocopy thereof;

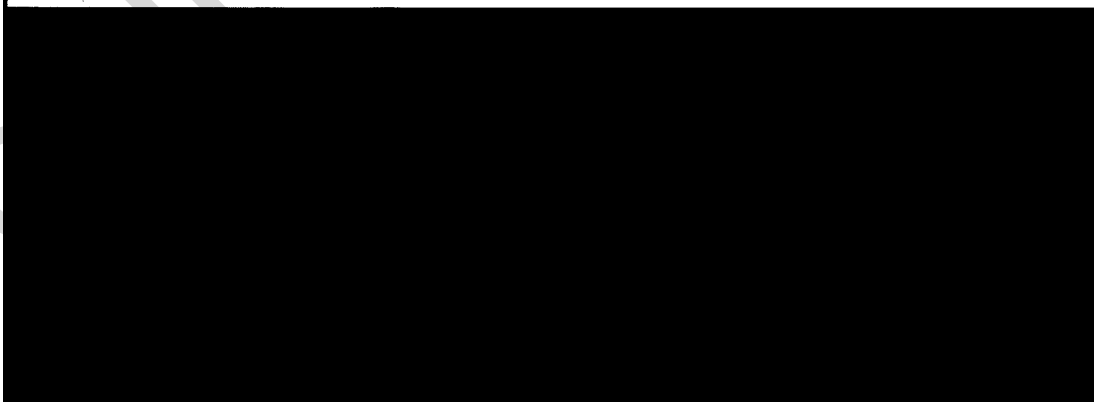
WHEREAS, the Association's Board of Directors has consisted of five (5) directors, all of whom have been members of the Association, which arrangement has continued for a minimum of five (5) consecutive years;

WHEREAS, the management of the affairs of the Association by a Board of five (5) directors has been ratified and in all respects unopposed by the Association's members for a minimum of five (5) consecutive years; and,

WHEREAS, the Association's Board of Directors has determined that it is in the Association's best interest to continue operation and management of the affairs of the Association with a Board consisting of five (5) directors, all of whom shall be members of the Association;

NOW, THEREFORE, BE IT RESOLVED that the affairs of the Association shall be managed by a Board of five (5) directors, all of whom shall be members of the Association.

543-67-0748



Adopted on this 21st day of August, 2001.

BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)

Jane McCulloch
Signature
JANE McCULLOCH
Print Name
PRESIDENT
Position

John B. Tubb, Jr.
Signature
John B. Tubb, Jr.
Print Name
Vice President
Position

E. W. Doeckel
Signature
E. W. Doeckel
Print Name
Board
Position

Marilyn Dillard
Signature
MARILYN DILLARD
Print Name
DIRECTOR
Position

Patricia K. James
Signature
PATRICIA K. JAMES
Print Name
Secretary / Treasurer
Position

543-67-0741

544-72-1368

RESOLUTION REGARDING STORAGE
OF TRASH RECEPTACLES
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)

For internal use only

RESOLUTION REGARDING STORAGE OF
TRASH RECEPTACLES
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
A TEXAS NON-PROFIT CORPORATION

WHEREAS, the By-Laws governing Briarwood Property Owners Association, Inc., ("the Association"), as well as the Association's Articles of Incorporation, the Declaration of Kelly/Becker Governing Briar Wood Section One Subdivision (the "Declaration"), Chapter 204 of the Texas Property Code, and the Texas Non-Profit Corporation Act, authorize the Association to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas Property Code further authorizes the Association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision;

WHEREAS, the Texas Property Code provides that the Association may implement written architectural control guidelines for its own use or record the guidelines in the real property records of Harris County, Texas, and modify the guidelines as the needs of the subdivision change;

WHEREAS, the Association's Board of Directors has determined that the adoption of such policies, procedures, rules and guidelines are necessary and desirable for the fair, efficient, consistent, uniform and cost effective management of the Association, and that such action would serve the best interest of the Association and its members;

WHEREAS, the Association's Board of Directors has also determined that it is in the Association's best interest to adopt certain policies, rules and procedures regarding the storage of trash receptacles, trash cans and/or containers within the Briar Wood community;

NOW, THEREFORE, BE IT RESOLVED that the following policies, procedures, rules and guidelines regarding the storage of trash receptacles within the Briar Wood community are hereby adopted on behalf of the Association:

I. GUIDELINES REGARDING TRASH RECEPTACLES.

1. Trash receptacles may be placed along street curbs for pick up no earlier than 5:00 p.m. on the day prior to pick up, and shall be removed from view no later than 9:00 p.m. on the day of pick up. **At all other times, trash receptacles shall be stored out of public view.**

2. All properties will be inspected periodically, at which time open storage of such items will be noted. Any item noted on two (2) or more inspections will result in the imposition of a fine against such owner/property, in the amount of Twenty-five and No/100 Dollars (\$25.00) per violation.

3. Following three (3) such violations, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and additional (\$25.00) fines shall be assessed per each violation, until such time that such owner has removed such item(s) from public view.

Adopted on this 25th day of SEPTEMBER, 2001.

BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)

10

Marilyn Dillard
Signature
MARILYN DILLARD
Print Name
DIRECTOR
Position

Jade McClure
Signature
JADE MCCLURE
Print Name
PRESIDENT
Position

Patricia K. James
Signature
PATRICIA K. JAMES
Print Name
SEC. TRES.
Position

John B. Tubbs, Jr.
Signature
John B. Tubbs, Jr.
Print Name
VICE PRESIDENT
Position

Bonnie Menden
Signature
BONNIE MENDEN
Print Name
BONNIE MENDEN
Position

544-72-136Z

For Internal Use Only

V823204

05/24/02 300759956 V823204 \$29.00

Notice

FOURTH SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

29

STATE OF TEXAS }

9

COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BRIARWOOD, SECTION ONE

see

552-31-2067

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY
INSTRUMENT GOVERNING THE ABOVE-LISTED SUBDIVISION

For internal use only

552-31-2068

RESTATED RESOLUTION REGARDING
ENFORCEMENT OF RESTRICTIVE COVENANTS
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
(A Texas Non-Profit Corporation)

Bonnie L. Keyfman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 MAY 24 PM 1:42

FILED

For internal use only

RESTATED RESOLUTION REGARDING ENFORCEMENT
OF RESTRICTIVE COVENANTS
BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)
A TEXAS NON-PROFIT CORPORATION

WHEREAS, the By-Laws governing Briarwood Property Owners Association, Inc., ("the Association"), as well as the Association's Articles of Incorporation, the Declaration of Kelly/Becker Governing Briarwood Section One Subdivision (the "Declaration"), Chapter 204 of the Texas Property Code, and the Texas Non-Profit Corporation Act, authorize the Association to exercise all powers reasonable and necessary for the governance and operation of the Association; and

WHEREAS, the Texas Property Code further authorizes the Association to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; and

WHEREAS, the Texas Property Code provides that the Association may implement written architectural control guidelines for its own use or record the guidelines in the real property records of Harris County, Texas, and modify the guidelines as the needs of the subdivision change; and

WHEREAS, Chapter 209 of the Texas Property Code requires that specific notice be provided to each property owner in connection with violations of the restrictions, by-laws or rules, prior to certain enforcement efforts by the Association; and

WHEREAS, the Association's Board of Directors has determined that the adoption of restated policies, procedures, rules and guidelines are necessary and desirable for the fair, efficient, consistent, uniform and cost-effective management of the Association, to ensure compliance with Chapter 209 of the Texas Property Code, and that such action would serve the best interest of the Association and its members; and

WHEREAS, the Association's Board of Directors has also determined that it is in the Association's best interest to adopt and otherwise continue certain policies, rules and procedures regarding the maintenance, upkeep and/or repair of properties located within the Briarwood community and, in particular, the exterior condition, repair and maintenance of houses and lots within said community; and

552-31-2069

For internal use only

NOW, THEREFORE, BE IT RESOLVED that the following restated policies, procedures, rules and guidelines regarding the exterior condition, repair and maintenance of houses and lots within the Briarwood community are hereby adopted and in all respects ratified on behalf of the Association:

I. EXTERIOR PAINT GUIDELINES.

1. All properties within Briarwood will be inspected annually, in February of each calendar year, for the purpose of determining whether exterior painting is needed for each respective house.

2. Following the initial (February) inspection, the owner of each property determined to need painting shall receive written notification, wherein such owner will be requested to paint within sixty (60) days of the date of such request.

3. Following the sixty (60) day period described above, all properties shall be inspected for compliance with the Association's request. Those owners who have failed to comply shall receive (another) written notification, wherein such owners will be requested to paint within thirty (30) days of the date of such request.

4. Following the thirty (30) day period described above, those owners who have failed to comply shall receive a (final) written notification, wherein such owners will be requested to paint within thirty (30) days of the date of such request. Such final request shall be forwarded to the property owner by certified mail, return receipt requested, and by regular U.S. Mail. Within such final request, such non-complying owners shall be advised that failure to comply with the Association's request will result in such owner/property being referred to the Association's legal counsel for appropriate legal action, and the imposition of a fine against such owner/property, in the amount of Eighty and No/100 Dollars (\$80.00) per month, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. Such notice shall also fully describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and inform the owner that said owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a

552-31-2078

reasonable opportunity to cure a similar violation within the preceding six months; and, inform the owner that said owner may request a hearing before the Board of Directors or a Committee appointed by the Board of Directors on or before the 30th day after the date the owner receives the notice.

5. Following the thirty (30) day period described above, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and a (\$80.00) fine shall be imposed against such owner/property, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request.

II. LOT MAINTENANCE GUIDELINES.

1. Property owners are required to maintain their respective lots, including the improvements, trees, hedges, and plantings thereon, in a neat and attractive condition.

2. All properties will be inspected at least twice during each calendar month, at which time lot maintenance will be noted. Any item noted on two (2) or more inspections will result in written notification being forwarded to the property owner, whereby such owner will be requested to maintain the property (i.e. mow, edge, trim, remove weeds, etc.) within five (5) days.

3. Following the initial five (5) day period, in the event such lot maintenance problem is noted on the next regular inspection, those owners who have failed to comply shall receive (another) written notification, wherein such owners will be requested to correct the lawn maintenance problem within thirty (30) days of the date of such request, and wherein such owners shall be advised that failure to comply with the Association's request will result in such owners/property being referred to the Association's legal counsel for appropriate legal action, and the imposition of a fine against such owner/property, in the amount of Eighty and No/100 Dollars (\$80.00) per month, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. Such notice shall also fully describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and inform the owner that said owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was

given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and, inform the owner that said owner may request a hearing before the Board of Directors or a Committee appointed by the Board of Directors on or before the 30th day after the date the owner receives the notice.

In the alternative, the Association reserves the right to contract with persons and/or entities for the purpose of correcting any lawn maintenance problem(s), with the cost of such work to be passed on to the respective property owner(s), as is specified under the terms and provisions of Article VII, Section 7.15 of the Declaration.

4. Following such thirty (30) day period described above, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and a (\$80.00) fine shall be imposed against such owner/property, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. As stated under the foregoing Paragraph 3, the Association reserves the right to hire independent contractor(s) to correct any lawn maintenance problem, as provided under Section 7.15 of the Declaration.

III. STORAGE GUIDELINES.

1. Open storage or accumulation of trash, rubbish, garbage, manure, debris, personal property, personal items, equipment, materials, inoperable and/or inoperative automobiles, boats, trailers, camping units, buses, trucks, equipment, machinery, and other such items is strictly prohibited.

2. All properties will be inspected at least twice during each calendar month, at which time open storage of all such items will be noted. Any item noted on two (2) or more inspections will result in written notification being forwarded to the property owner, whereby such owner will be requested to remove such item(s) within five (5) days.

3. Following the initial five (5) day period, in the event such stored item is noted on the next regular inspection, those owners who have failed to comply (by removing the noted items from public view) shall receive (another) written notification, wherein such owners will be requested to remove such item(s) within thirty

52-31-2872

(30) days of the date of such request, and wherein such owners shall be advised that failure to comply with the Association's request will result in such owner/property being referred to the Association's legal counsel for appropriate legal action, and the imposition of a fine against such owner/property, in the amount of Eighty and No/100 Dollars (\$80.00) per month, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. Such notice shall also fully describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and inform the owner that said owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and, inform the owner that said owner may request a hearing before the Board of Directors or a Committee appointed by the Board of Directors on or before the 30th day after the date the owner receives the notice.

4. Following such thirty (30) day period described above, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and a (\$80.00) fine shall be imposed against such owner/property, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request.

IV. FENCE GUIDELINES.

1. Fences located throughout the subdivision shall be maintained in reasonably neat and attractive condition, and in good repair. Fences shall not exceed seven feet (7') in height.

2. To the greatest extent possible, fences will be inspected at least one time during each calendar month, at which time needed fence repair/replacement will be noted. The owner of each property determined to need fence repair or replacement shall receive written notification, wherein such owner will be requested to repair or replace such fence within fourteen (14) days.

3. Following the initial fourteen (14) day period, in the event such fence repair/replacement is noted on the next regular inspection, those owners who have failed to comply shall receive (another) written notification, wherein such owners will be requested to repair/replace such fence within thirty (30) days of

552-31-2874

the date of such request, and wherein such owners shall be advised that failure to comply with the Association's request will result in such owners/property being referred to the Association's legal counsel for appropriate legal action, and the imposition of a fine against such owner/property, in the amount of Eighty and No/100 Dollars (\$80.00) per month, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. Such notice shall also fully describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and inform the owner that said owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and, inform the owner that said owner may request a hearing before the Board of Directors or a Committee appointed by the Board of Directors on or before the 30th day after the date the owner receives the notice.

4. Following such thirty (30) day period described above, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and a (\$80.00) fine shall be imposed against such owner/property, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request.

V. DRIVEWAY AND SIDEWALK GUIDELINES.

1. Driveways that are cracked, broken and/or unlevel shall be repaired or replaced, and the same are the responsibility of the property owner. Grass shall not be allowed to grow upon driveways or sidewalks.

2. All properties will be inspected annually, in February of each calendar year, for the purpose of determining whether repairs to driveways and/or sidewalks is needed for each respective house.

3. Following the initial (February) inspection, owners of properties determined to need repairs shall receive written notification, wherein such owner(s) will be requested to repair such driveway and/or sidewalk within thirty (30) days of the date of such request.

522-31-2875

4. Following the thirty (30) day period described above, those owners who have failed to comply shall receive (another) written notification, wherein such owners will be requested to complete such repairs within thirty (30) days of the date of such request, and wherein such owner(s) shall be advised that failure to comply with the Association's request will result in such owners/property being referred to the Association's legal counsel for appropriate legal action, and the imposition of a fine against such owner/property, in the amount of Eighty and No/100 Dollars (\$80.00) per month, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request. Such notice shall also fully describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the owner; and inform the owner that said owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; and, inform the owner that said owner may request a hearing before the Board of Directors or a Committee appointed by the Board of Directors on or before the 30th day after the date the owner receives the notice.

5. Following such thirty (30) day period described above, those owners who have failed to comply shall be referred to the Association's legal counsel for appropriate legal action, and a (\$80.00) fine shall be imposed against such owner/property, with additional (\$80.00) fines being assessed monthly, until such time that such owner has complied with the Association's request.

VI. GENERAL PROVISIONS.

1. In accordance with the Texas Property Code, after providing notice and an opportunity to be heard, all attorney's fees and other costs incurred in the enforcement of deed restrictions, policies, procedures, rules and regulations shall be the obligation of the owner(s) of the property where such deed restriction violation or infringement occurred, and the same shall be charged to the owner's assessment account and collected in a like manner.

2. The policies, procedures and guidelines set forth herein are intended to supplement, clarify and enhance the rules and regulations set forth within the Restrictive Covenants governing

Briarwood Section One. In the event of a discrepancy or conflict between the provisions of these guidelines and the Restrictive Covenants, the terms and provisions of the Restrictive Covenants shall take precedence.

3. Repairs to dwellings and improvements shall be of equal or better quality than original construction and of the same type material(s). Any and all additions, improvements and/or modifications to any residence and/or property must be submitted to the Architectural Control Committee for approval prior to commencement of such addition, improvement or modification, including any change of exterior color. The Architectural Control Committee and/or Board of Directors will make every reasonable effort to be fair and equitable to all property owners. Both the Committee and the Board shall consider every situation on a case-by-case basis, and shall not necessarily be bound by past decisions concerning any issue.

4. All inspections referenced herein may be conducted by the Association's managing agent and/or its employees, the Board of Directors, a Committee established by the Board of Directors for such purpose, or any combination of such groups.

Adopted on this 1st day of April, 2002.

BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

1. [Signature]
Signature
Gerald J. Stambaugh
Print Name
President
Position

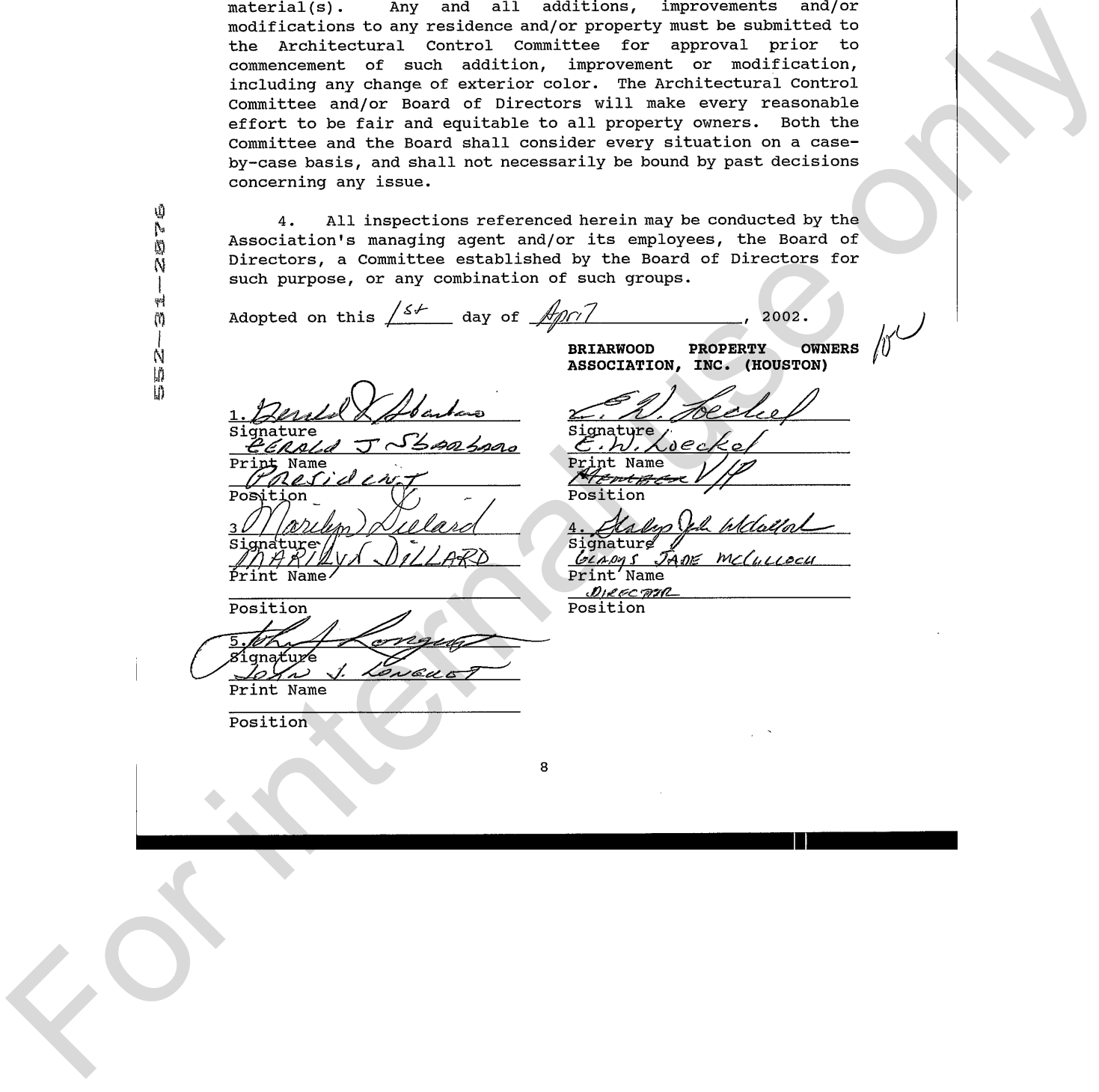
[Signature]
Signature
E.W. Koegel
Print Name
Member VP
Position

3. [Signature]
Signature
MARILYN DILLARD
Print Name
Position

4. [Signature]
Signature
GLADYS JADE MCELLOCH
Print Name
DIRECTOR
Position

5. [Signature]
Signature
John J. Longuet
Print Name
Position

552-31-2876



AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS }

THAT the foregoing and attached documents, including "Restated Resolution Regarding Enforcement of Restrictive Covenants Briarwood Property Owners Association, Inc. (Houston) A Texas Non-Profit Corporation", are original documents which were adopted in connection with the operation and administration of the Briarwood subdivision, Harris County, Texas, Briarwood Property Owners Association, Inc. (Houston), and all of the properties governed thereby. Such documents constitute a supplement to the "dedicatory instrument", as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached documents are hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

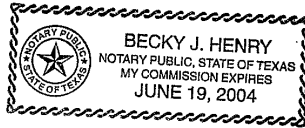
All facts recited and statements made herein are true, correct and in all respects accurate."

552-31-2877

Michael J. Treece, Attorney for
Briarwood Property Owners
Association, Inc. (Houston)

SUBSCRIBED AND SWORN TO BEFORE ME on this the 24th day of
May, 2002.

NOTARY PUBLIC - STATE OF TEXAS



After Filing
Please Return to:

Michael J. Treece
Attorney at Law
17040 El Camino Real, Suite 400
Houston, Texas 77058

For internal use only

552-31-2878

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time thereof herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on:

MAY 24 2002



Dorothy L. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

For internal use only

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MANAGEMENT CERTIFICATE
BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)

State of Texas }
 } KNOW ALL MEN BY THESE PRESENTS:
County of Harris }

(4)
Zee

Name of Subdivision: BRIAR WOOD a/k/a BRIARWOOD

Name of Association: BRIARWOOD PROPERTY OWNERS ASSOCIATION,
INC. (HOUSTON)

Recording Data for Subdivision:

BRIAR WOOD, SECTION ONE, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 272, Page 52, of the Map Records of Harris County, Texas.

hee

Recording Data for Declaration and Governing Documents:

Declaration of Kelly/Becker Covering Briar Wood Section One Subdivision, recorded at County Clerk's File No. F634539, Official Public Records of Real Property of Harris County, Texas;

First Amendment to the Declaration of Kelly/Becker Covering Briar Wood Section One Subdivision, recorded at County Clerk's File No. H291419, Official Public Records of Real Property of Harris County, Texas;

Governing Documents, including Articles of Incorporation, Bylaws and Resolutions, recorded July 21, 2000, at County Clerk's File No. U518659;

Supplemental Governing Documents, including Resolution Regarding Enforcement of Restrictive Covenants, recorded April 19, 2001, at County Clerk's File No. U997032;

Second Supplement to Governing Documents, including two Resolutions, recorded September 4, 2001, at County Clerk's File No. V278197;

Third Supplement to Governing Documents, including one Resolution, recorded October 5, 2001, at County Clerk's File No. V346408;

Fourth Supplement to Governing Documents, including Restated Resolution Regarding Enforcement of Restrictive Covenants, recorded May 24, 2002, at County Clerk's File No. V823204;

HP 089-72-0266

FOR OFFICIAL USE ONLY

Mailing Address of Association: c/o Planned Community Management, Inc., 15995 N. Barkers Landing, Suite 162, Houston, Texas 77079, 281-870-0585;

Managing Agent – Planned Community Management, Inc., 15995 N. Barkers Landing, Suite 162, Houston, Texas 77079;

Registered Agent - Planned Community Management, Inc., 15995 N. Barkers Landing, Suite 162, Houston, Texas 77079.

Entity may also be reached via Treece Law Firm, 1020 Bay Area Boulevard, Suite 200, Houston, Texas 77058 – 281-667-3100.

Association Information: Located in (West) Harris County, Texas; Articles of Incorporation filed with Secretary of State November 20, 1978; Charter No. 0045437101.

EXECUTED this 22 day of November, 2013.

Briarwood Property Owners Association, Inc.
(Houston)

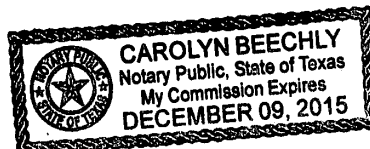
By: Mendi Carpenter
Mendi Carpenter, Managing Agent

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

The foregoing instrument was acknowledged before me by the said Mendi Carpenter, in her official capacity as Managing Agent of Briarwood Property Owners Association, Inc. (Houston), on this 22 day of November, 2013, on behalf of said Association.

Carolyn Beechly
Notary Public - State of Texas

After Recording
Please Return to:
Treece Law Firm
1020 Bay Area Blvd., Suite 200
Houston, Texas 77058



RP 089-72-0267

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RP 089-72-0268

FILED FOR RECORD
8:00 AM

DEC -3 2013

Stan Stewart
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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

DEC -3 2013



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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SUPPLEMENT TO GOVERNING DOCUMENTS
FOR
BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BRIAR WOOD, SECTION ONE, a subdivision in Harris County, Texas, according to the plat thereof recorded in Volume 272, Page 52, of the Map Records of Harris County, Texas.

RP 091-14-1839

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE ABOVE-DESCRIBED SUBDIVISION

For internal use only

**RESOLUTION REGARDING
ADOPTION OF STATUTORY POLICIES
BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the By-Laws governing Briarwood Property Owners Association, Inc. (Houston) (hereinafter "the Association"), as well as the pertinent provisions of the Texas Property Code, and the Texas Non-Profit Corporation Act (Business Organizations Code), authorize the Association, acting through its Board of Directors, to exercise all powers reasonable and necessary for the governance and operation of the Association;

WHEREAS, the Texas State Legislature recently enacted certain statutes applicable to community associations throughout the State of Texas, including a requirement that certain policies and procedures be adopted by each such organization, and that such policies be recorded in the office of the County Clerk as a dedicatory instrument, in accordance with Section 202.006 of the Texas Property Code; and,

WHEREAS, the Board of Directors desire to adopt those policies and procedures as specified below, and which shall be attached hereto and recorded in the office of the County Clerk, in accordance with the recent legislation, which shall in all respects encumber the Briarwood subdivision.

NOW, THEREFORE, BE IT RESOLVED that the following policies are hereby adopted in accordance with the requirements of Chapter 209 of the Texas Property Code:

- Collection Policy
- Document Retention Policy
- Document Production and Copying Policy
- Roofing Guidelines
- Religious Items Guidelines
- Solar Devices Guidelines
- Flag Guidelines
- Rainwater Systems Guidelines

This Resolution Regarding Adoption of Policies is hereby adopted on behalf of the Association, and in accordance with the mandate of Chapter 209 of the Texas Property Code.

Adopted on this 20 day of March, 2017.

RP 091-14-1848

HP 091-14-1041

BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)

Joanna Teitel
Signature

Joanna Teitel
Print Name

President
Position

Louise Miller
Signature

LOUISE MILLER
Print Name

VICE PRESIDENT
Position

Sandy J. Trukillo
Signature

SANDY J. TRUKILLO
Print Name

TREASURER
Position

Anni Beralovic
Signature

NINO BAKALOVIC
Print Name

SECRETARY
Position

Signature

Print Name

Position

Signature

Print Name

Position

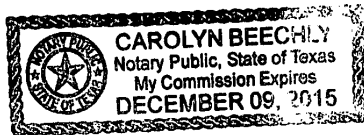
STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Teitel,
President (position) of Briarwood Property Owners Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2013.

Carolyn Beechly
Notary Public, State of Texas

C. A. Carolyn Beechly
Printed Name



FOR INTERNAL USE ONLY

**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
COLLECTION POLICY**

Purpose:

The Board of Directors recognizes the importance of collecting the annual maintenance fees and related charges which promote the health, recreation and welfare of the members and their properties, as well as subdivision common areas, amenities, and associated facilities. The purpose of this policy is to ensure that Association dues and related charges are collected in a timely manner.

Policy:

The Board of Directors will establish association dues each year. An assessment invoice shall be mailed to each Member in either November or early December stating the amount due. It is the responsibility of each respective member / property owner to notify the Management Company or a Director if an assessment invoice is not received by the Member by December 31st. The regular annual assessment for 2014 is \$505.00, and such assessment is due and payable no later than January 31, 2014. The current regular annual assessment may be paid via twelve (12) monthly installments of \$42.08, with no interest or late charges, provided timely monthly payments are received by the Association's managing agent. The Board of Directors does authorize the Management Company to waive non-assessment account balances which are less than \$10.00, which authority may be exercised no more than once per calendar year.

Payment deadline of the annual Association dues is expected on or before January 1st of each successive calendar year. A 30-day grace period (until January 31st) is automatically granted to all Members. During this grace period, late fees and interest shall not accrue against an account, unless a delinquency exists from a previous year. As of February 1, an assessment or any portion thereof that is delinquent shall incur interest at the annual rate of ten percent (10.00%), and may also be assessed a monthly late charge of a reasonable amount, in the event such late charge is adopted and approved by the Board of Directors, in which case all delinquent accounts shall be assessed a uniform late charge of a given amount per calendar month for each and every month that any portion of the balance remains unpaid.

The Management Company may send one or more letters (following the grace period) notifying the member / property owner of the delinquency, in accordance with Board instructions. For accounts reflecting a minimum balance of \$150.00, the following Reminder letters shall be sent by the Management Company: (1) The First Reminder letter will be mailed on or after February 1st of the respective year, and shall note the balance due, plus any fees accrued, allowing payment within thirty days. The charge for such letter shall be \$10.00, which charge shall be added to the delinquent owner's account; (2) The Second Reminder letter will be mailed on or after March 1st of the respective year, and shall note the balance due, plus any fees accrued, allowing payment within thirty days. The charge for such letter shall be \$10.00, which charge shall be added to the delinquent owner's account; and, (3) The Final letter (209 Letter) will be mailed on or after April 1st of the respective year, and shall note the balance due, plus any fees accrued, allowing payment within thirty days. The charge for such letter shall be \$10.00, which charge shall be added to the delinquent owner's account. The Final Letter shall be sent via certified mail, return receipt requested, and a copy sent by regular mail. Such final letter shall include the language required by Chapter 209 of the Texas Property Code, whereby the owner shall be notified of the owner's right to appear before the Board of Directors, and shall be notified of the fact that additional fees and costs will likely be added to an account which is eventually referred to an attorney for collection. The delinquent owner(s) shall be responsible for all postage costs associated with the delinquent notice(s) that are sent.

Unless payment or a request for payment in installments (payment plan request) is received within 60 days of the date of the Final letter, mentioned above, such delinquent account will be recommended to the Board of Directors for approval to refer the account to the Association's legal counsel for collection efforts. Only accounts which reflect a balance due in excess of \$505.00 will be referred to the Board for legal action.

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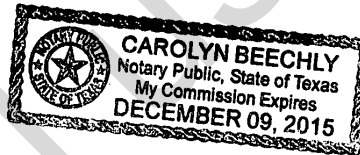
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Teitel,
President (position) of Briarwood Property Owners Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2017.

Carolyn Beechly
Notary Public, State of Texas

CAROLYN BEECHLY
Printed Name



RP 091-14-1845

For internal use only

**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
DOCUMENT PRODUCTION AND COPYING POLICY**

This document sets forth the Briarwood Property Owners Association's general policy regarding the production of association records pursuant to the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association, as well as applicable State and Federal laws.

1. **Records in General.** The Association shall make the books and records of the association, including financial records, open to and available for examination by an owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code.
2. **Attorney's Records Exception.** Attorney's files and records relating to the Association, excluding invoices requested by an owner under TPC Section 209.008(d), are not records of the Association and are not subject to inspection by the owner.
3. **Parties Entitled to Request Records.** An owner, or a person designated in a writing signed by the owner as the owner's agent, attorney or certified public accountant, in accordance with Section 209.005 of the Texas Property Code. To ensure a writing designating an owner's agent is authentic, the owner must include a copy of his/her photo ID or have the designation notarized.
4. **Request for Records.** A party described in Section 3 above must submit a written request for access to, or information contained within, the Association records, by certified mail, with sufficient detail describing the Association's books and records requested, to the Association's managing agent at 15995 N. Barker's Landing, Suite 162, Houston, Texas 77079. The person requesting the records must state in the request whether they are requesting to inspect the books and records prior to obtaining copies, or if they are requesting to have the Association forward copies of the requested books and records. If requesting to have the Association forward copies of the requested records and books the letter must indicate the format requested and method of delivery requested.
 - a. Upon receipt of a proper request, the Association shall, on or before the 10th business day, after the date the Association receives the request, send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request, and any required advance payment has been received.
5. **Format.** The Association may produce the requested books and records in hard copy, electronic, or other format reasonably available to the association.
6. **Method of Delivery.** Email, certified mail, facsimile or pick-up.
7. **Delay in Delivery.** If the Association is unable to produce, or make available for review, the requested books and records on or before the 10th business day after receipt of a request, the Association will provide in writing to the requestor notice of its inability to produce the requested books and records within the proscribed period of time, and the date by which the books and records will be available, to be no later than the 15th business day after the date of notice given by the association.
8. All costs related to a Request for Production will be passed on to the Owner making the request, and must be paid at the time of production.

HP 091-14-1047

9. Records Not Available for Inspection.

- 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.

10. Costs for Production Request.

- 11. 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.
- 12. 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 Declarations.
- 13. 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.
- 14. 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.
- 15. **Fees and Charges:** In accordance with the Texas Administrative Code.
 - a. **Compilation/Production Fee:** \$15.00 per hour, to be no less than \$30.00 charge for each examination request; production or inspection.

- b. **Copies:** The following charges shall apply unless otherwise dictated by the state Attorney General or the Texas Administrative Code:
 - i. black and white 8½"x11" single sided copies ... \$0.10 each
 - ii. black and white 8½"x11" double sided copies ... \$0.20 each
 - iii. color 8½"x11" single sided copies ... \$0.50 each
 - iv. color 8½"x11" double sided copies ... \$1.00 each
 - v. PDF images of documents ... \$0.10 per page
- c. **Compact Disk** ... \$1.00 each
- d. **Mailing supplies** ... \$1.00 per mailing
- e. **Postage:** cost
- f. **Other supplies:** cost
- g. **Third party fees:** cost

Adopted by Resolution of the Board of Directors this 20 day of March, 2017.

Signed: Joanna Tettel _____
[Signature] _____
Louis B. Waller _____

STATE OF TEXAS

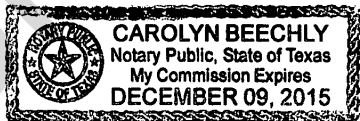
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Joanna Tettel Tettel President (position) of Briarwood Property Owners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2017.

Carolyn Beechly
 Notary Public, State of Texas

CAROLYN BEECHLY
 Printed Name



RP 091-14-1848

For initials only

**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Briarwood Property Owners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011, addressing the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials permitted within the community, it is necessary and proper 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 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 25 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 / colors. 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, vent pipes, and roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural 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.

These guidelines are effective upon being recorded in the Official Public Records of Real Property 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 Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 20 day of March, 2017.

Joanna Teitel
 Signature
President
 Position
 Briarwood Property Owners Association

RP 091-14-1050

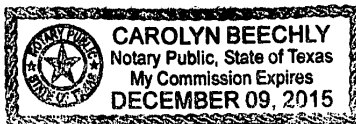
STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Teitel, President (position) of Briarwood Property Owners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2017.

Carolyn Beechly
 Notary Public, State of Texas

CAROLYN BEECHLY
 Printed Name



**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS
COUNTY OF HARRIS

§
§
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KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Briarwood Property Owners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.018, addressing the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and 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 anything 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 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.

These guidelines are effective upon being recorded in the Official Public Records of Real Property of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect.

091-14-1051

Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 20 day of March, 2015.

Joanna Teitel
Signature
Position President
Briarwood Property Owners Association

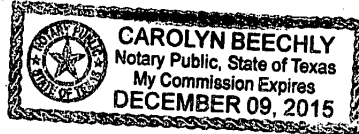
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Teitel Teitel president (position) of Briarwood Property Owners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2015.

Carolyn Beechly
Notary Public, State of Texas

CAROLYN BEECHLY
Printed Name



RP 091-14-1852

For internal use only

**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

WHEREAS, the Briarwood Property Owners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.010, addressing the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and 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 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

HP 091-14-1853

For Internal Use Only

HP 031-4-1854

- c. conform to the slope of the roof; and
 - 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] 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.

These guidelines are effective upon being recorded in the Official Public Records of Real Property 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 Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 20 day of March 2017.

Joanna Teitel
Signature
Position President
Briarwood Property Owners Association

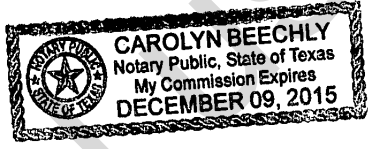
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Terfel, President (position) of Briarwood Property Owners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2013.

Carolyn Beechly
Notary Public, State of Texas

CAROLYN BEECHLY
Printed Name



RP 091-14-1855

For internal use only

**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

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WHEREAS, the Briarwood Property Owners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association's By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Section 202.011 addressing the display of flags; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags within the community, it is necessary and 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”):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. 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:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Association’s Architectural 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 pertinent federal, state and/or military codes.
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 structure.
6. Permitted Flags shall be no larger than three feet (3’) by five feet (5’) in size.

RP 091-14-1856

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 not to 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.

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.

10. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. 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
 - d. 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
 - e. 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).
11. 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:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. 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
 - d. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
12. 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.
13. 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.

14. 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.

These guidelines are effective upon being recorded in the Official Public Records of Real Property 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 Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 20 day of March, 2013.

Joanna Teitel
Signature
Position President
Briarwood Property Owners Association

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

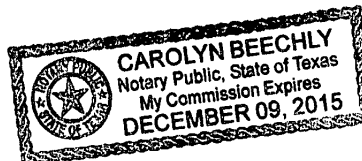
Before me, the undersigned authority, on this day personally appeared Joanna Teitel, President (position) of Briarwood Property Owners Association, a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2013.

Carolyn Beechly
Notary Public, State of Texas

CAROLYN BEECHLY
Printed Name

My commission expires: 12-9-2015



**BRIARWOOD PROPERTY OWNERS ASSOCIATION (HOUSTON)
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS
AND DROUGHT-RESISTANT LANDSCAPING**

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Briarwood Property Owners Association (“the Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the Association’s By-Laws, the respective Declaration of Covenants, Conditions & Restrictions encumbering all properties governed by Briarwood Property Owners Association (collectively referred to as “the Declarations”), as well as applicable State and Federal laws; and

WHEREAS, Chapter 202 of the Texas Property Code was amended to change Section 202.007(d), addressing rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems” or “Systems”), as well as the use of drought-resistant landscaping; and

WHEREAS, the Board of Directors of the Association (“the Board”) has determined that in keeping with the new laws, and 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 necessary and proper for the Association to adopt guidelines regarding Rainwater Recovery Systems and drought-resistant landscaping.

NOW, THEREFORE, the Board has duly adopted the following Guidelines within the Briarwood community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural 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 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

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For

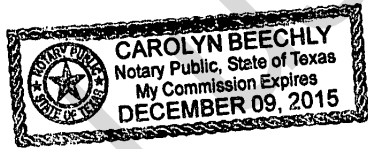
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Joanna Teitel
President (position) of Briarwood Property Owners Association, a Texas non-profit
corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument
and acknowledged to me that he/she had executed the same as the act of said entity for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March, 2014.

Carolyn Beechly
Notary Public, State of Texas

C. A. Carolyn BEECHLY
Printed Name



PP 091-14-1851

For internal use only

Return: ✓
Treece Law Firm
1020 Bay Area Boulevard
Suite 200
Houston, Texas 77058

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RP 091-14-1062

FILED FOR RECORD
8:00 AM

APR 10 2014

Stan Stansit
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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

APR 10 2014



Stan Stansit
COUNTY CLERK
HARRIS COUNTY, TEXAS

12
By-Laws
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SUPPLEMENT TO GOVERNING DOCUMENTS
(BY-LAWS)
FOR
BRIARWOOD PROPERTY OWNERS
ASSOCIATION, INC. (HOUSTON)

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

BRIAR WOOD, SECTION ONE, a subdivision in Harris County,
Texas, according to the plat thereof recorded in Volume
272, Page 52, of the Map Records of Harris County,
Texas.

D

RP 093-10-0729

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE TEXAS
PROPERTY CODE, AS PART OF THE DEDICATORY INSTRUMENTS GOVERNING THE
ABOVE-DESCRIBED SUBDIVISION

For internal use only

FIRST AMENDED BY-LAWS

OF

BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

ARTICLE I.

NAME AND LOCATION. The name of the corporation is BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), hereinafter referred to as the "Association." The Principal office of the corporation may change, from time to time, at the discretion of the Board of Directors, but shall at all times be located within Harris County, Texas. Meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.

Section 1. "Association" shall mean and refer to BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON), its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Kelly/ Becker covering Briarwood Section One Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any record subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Kelly/ Becker Covering Briarwood Subdivision Section One, applicable to the Properties recorded or to be

recorded in the Harris County Map Records, as well as any amendments and/or supplements thereto, which are or may be duly adopted and recorded from time to time.

Section 7. "Member" shall mean and refer to those persons and entities (property owners) entitled to membership within the Association, as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held within the same month of each successive calendar year, on a date, and at a time and location designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon the written request of one-fourth (1/4) of all members of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting. Notification to the members shall be accomplished in a manner which is consistent with the Laws of this State. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Unless otherwise provided in the Articles of Incorporation, Members entitled to cast ten percent (10%) of the votes of the membership, represented in person, by proxy and/or by absentee ballot, shall constitute a quorum at a meeting of Members. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn and/or reschedule the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned / rescheduled meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the required quorum is not forthcoming at such a meeting, the meeting may be adjourned and/or rescheduled to a new date, not later than seven (7) days from the date of that adjourned / rescheduled meeting, and the

10-10-07

required quorum at such meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum requirement shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting.

Section 5. Proxies and Absentee Ballots. Members may vote in person, by proxy or by absentee ballot. All votes shall be in writing and signed by the Member. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of at least three (3) directors, all of whom shall be members of the Association. The number of Directors may be modified, from time to time, as deemed necessary by the Board of Directors, provided however, that the number of directors may not be decreased in any manner which would cause the term of office of any acting director to be terminated prior to the expiration of his/her term.

Section 2. Term of Office. At each annual meeting, the number of expiring directors shall be elected by the Members to serve for a term of one (1) year. In case of the resignation, death or incapacity to serve of the any Director elected to office by the members of the corporation, an interim Director shall be appointed by the remaining Board of Directors to serve the balance of the term of the Director he/she has replaced.

Section 3. Removal. Any Director may be removed from the Board for cause by a majority vote of the Board. Furthermore, any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the remainder of such removed Director's term. If a Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or a crime involving

SECRET

moral turpitude, the board member is immediately ineligible to serve on the Board, and automatically considered removed from the Board, and prohibited from future service on the Board.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. Directors may obtain reimbursement for out-of-pocket costs incurred in carrying out their duties to the organization.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by the members (including those who serve on the Board) prior to the annual meeting. Nominations may also be made by the members from the floor at the annual meeting.

Section 2. Elections. Election to the Board of Directors shall take place at the annual meeting and shall be by written ballot or absentee ballot. At such meeting, the members or their proxies may cast, with respect to each position, as many votes as they are entitled to exercise under the provisions of the Declaration and/or Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such intervals as is deemed appropriate by the Board of Directors, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of such meetings shall be provided to the members, in accordance with the Laws of this State. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director. Notice of such meetings shall be provided to the members, in accordance with the Laws of this State.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. The directors shall have the right to take any action which they could take at a meeting by execution of a written consent instrument signed by all of the directors, subject to the following exceptions. The Board may not, without prior notice to owners, consider or vote on: fines; damage assessments; initiation of foreclosure actions; initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; increases in assessments; levying of special assessments; appeals from a denial of architectural control approval; or a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense on the issue. Any action so approved shall have the same effect as though taken at a meeting of the directors and must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special board meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) After notice and an opportunity to be heard, suspend any member's right to use any facilities which may be made available to members during any period in which such member shall be in default in the payment of any assessment levied by the Association, and, after notice and hearing, to suspend such rights for a period not to exceed sixty (60) days, for each infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- (b) Supervise all officers, agents and employees of this Association and see that their duties are properly preformed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual or monthly assessment against each Lot for each annual or monthly assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board (or its agent) for the issuance of such certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate insurance coverage on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded or otherwise insured, as the Board may deem appropriate;
- (g) Cause the Common Area to be maintained in a reasonable manner.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice-president, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create, all of whom must, at all times, be members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directions following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 1 of this Article.

Section 7. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association, if a corporate seal is adopted, and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to its members.

ARTICLE IX

COMMITTEES

The Association shall appoint at the appropriate time an Architectural Control Committee, as provided in the Declaration, and shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any member, in accordance with the pertinent provisions of the Texas Property Code.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association regular assessments (assessed annually), and special assessments, all of which are secured by a continuing lien upon the property against which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. All interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments and related charges provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association may adopt a seal in circular form, having within its circumference the words: BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Directors present.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

BR-03-10-0738

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every calendar year.

IN WITNESS WHEREOF, the undersigned have executed this First Amended Bylaws of Briarwood Property Owners Association, Inc., (Houston), on this 22 day of October, 2014.

BRIARWOOD PROPERTY OWNERS ASSOCIATION, INC. (HOUSTON)

BOARD OF DIRECTORS:

Joanna Teitel
Signature
Joanna Teitel
Print Name
President
Position

Louise B. Miller
Signature
LOUISE B. MILLER
Print Name
VICE PRESIDENT
Position

Sandy J. Truklio
Signature
SANDY J. TRUKLIO
Print Name
TREASURER
Position

Nino Baka Lovic
Signature
NINO BAKA LOVIC
Print Name
Secretary
Position

Signature

Print Name

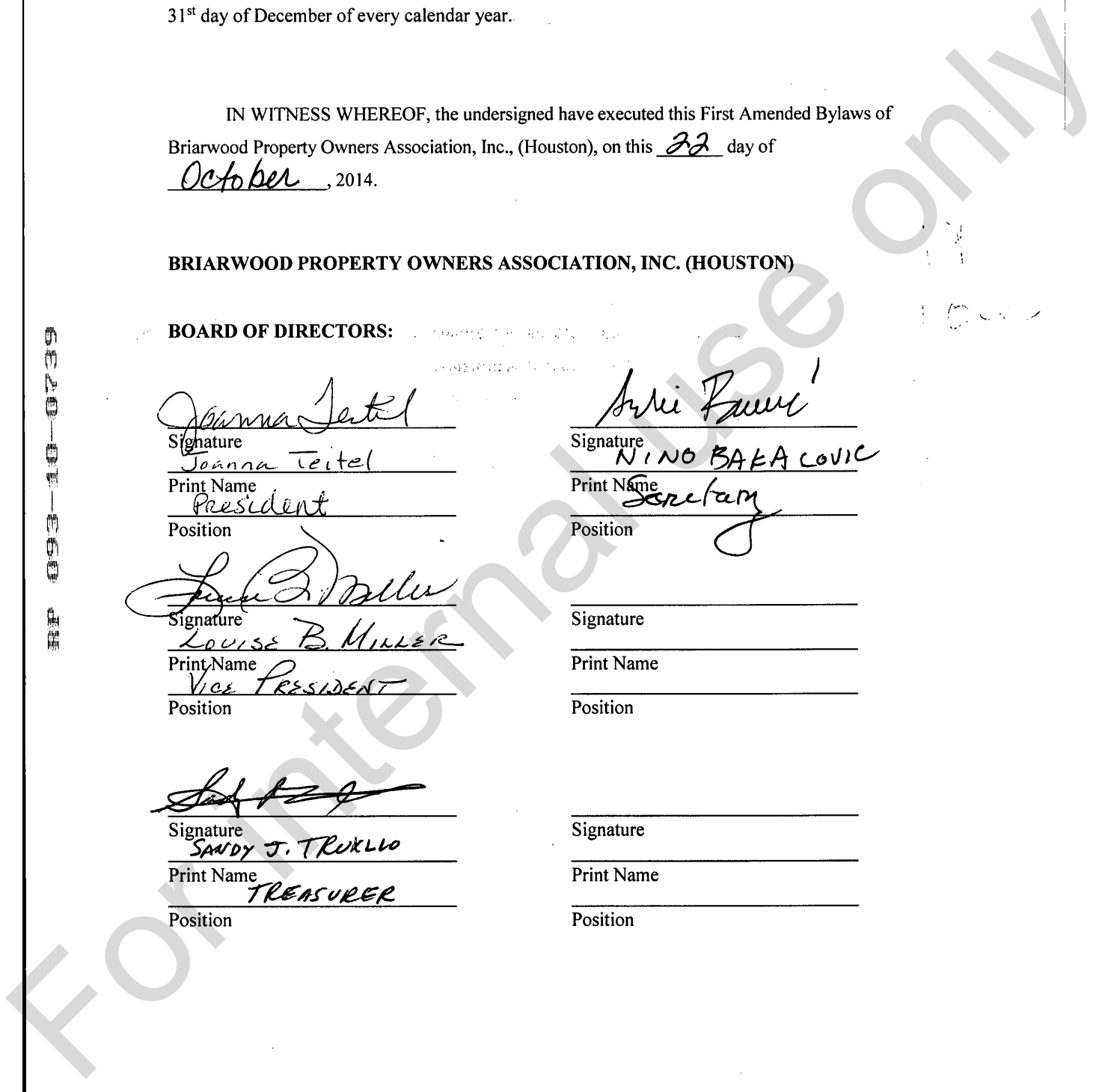
Position

Signature

Print Name

Position

SEE 10-07-14



AFFIDAVIT REGARDING AUTHENTICITY OF DOCUMENTS

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS }

THAT the foregoing and attached document is an original document which was adopted in connection with the operation and administration of the Briarwood Property owners Association, Inc., (Houston), and all of the properties governed thereby. The document attached hereto was duly and properly adopted by the Board of Directors of Briarwood Property owners Association, Inc., (Houston) and is an original document, which is and shall be kept in the ordinary course of business of Briarwood Property owners Association, Inc., (Houston). The attached document constitutes a supplement to the Association's "dedicatory instruments," as such term is defined within Section 202.001(1) of the Texas Property Code. The foregoing and attached document is hereby filed/recorded in compliance with the mandate of Section 202.006 of the Texas Property Code.

All facts recited and statements made herein are true, correct and in all respects accurate."

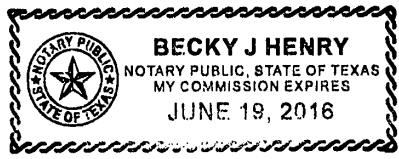
[Handwritten Signature]

Michael J. Treece, Attorney
for Briarwood Property owners
Association, Inc., (Houston)

*for
note*

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22nd day of
October, 2014.

Becky J. Henry
NOTARY PUBLIC - STATE OF TEXAS



After Filing
Please Return to *[Handwritten Signature]*

Treece Law Firm
1020 Bay Area Blvd.
Suite 200
Houston, Texas 77058

093-10-0740

FOIA Internal Use Only

RP 093-10-0741

FILED FOR RECORD
8:00 AM

OCT 27 2014

Stan Stansit
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

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

OCT 27 2014



Stan Stansit
COUNTY CLERK
HARRIS COUNTY, TEXAS

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

This Property Owners' Association Management Certificate is being recorded by Briarwood Property Owners Association, Inc. (Houston) (the "Association") in compliance with the terms of Chapter 209 of the Texas Property Code, and supersedes any prior management certificate filed by the Association. The Association submits the following additional information:

<u>Document and Name of Subdivision</u>	<u>Recording Data for Document</u>	<u>Recording Data for Subdivision</u>
Declaration of Kelly/Becker covering Briar Wood Section One	Harris County Clerk's File No. F634539	Volume 272, Page 52, Map Records Harris County, Texas
First Amendment to Declaration of Kelly/Becker covering Briar Wood Section One	Harris County Clerk's File No. H291419	As stated in said Amendment
Articles of Incorporation, Bylaws and Resolutions	Harris County Clerk's File No. U518659	As stated in said Documents
Supplemental Governing Documents: Resolution regarding Enforcement of Restrictive Covenants	Harris County Clerk's File No. U997032	As stated in said Document
Second Supplement to Governing Documents: Resolution regarding Collection of Maintenance Assessments and Resolution regarding By-Laws	Harris County Clerk's File No. V278197	As stated in said Documents
Third Supplement to Governing Documents: Resolution regarding Storage of Trash Receptacles	Harris County Clerk's File No. V346408	As stated in said Document
Fourth Supplement to Governing Documents: Restated Resolution regarding Enforcement of Restrictive Covenants	Harris County Clerk's File No. V823204	As stated in said Document

RP-2016-288284

Name and Mailing Address for Association

Briarwood Property Owners Association, Inc.
c/o Planned Community Management, Inc.
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449

Name and Mailing Address of Person Managing
the Association or its Designated Representative

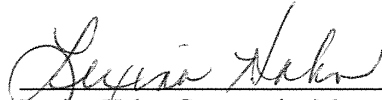
Planned Community Management, Inc.
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449

Telephone Number to contact the Association

(281) 870-0585

Executed on this the 6th day of June, 2016.

Briarwood Property Owners Association, Inc.
(Houston), acting by and through its managing
agent, Planned Community Management, Inc.



Lexina Hahn, Community Manager

RP-2016-288284

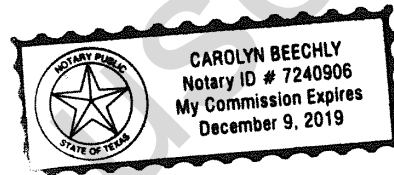
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of June, 2016, by Lexina Hahn, the Community Manager with Planned Community Management, Inc., the managing agent for Briarwood Property Owners Association, Inc. (Houston), a Texas non-profit corporation, on behalf of such corporation.

Carolyn Beechly
Notary Public, State of Texas

When recorded return to:

Hoover Slovacek LLP
Galleria Tower II
5051 Westheimer Rd., Suite 1200
Houston, Texas 77056



RP-2016-288284

RP-2016-288284

RP-2016-288284
Pages 4
07/05/2016 07:48 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
COVERING BRIAR WOOD SECTION ONE SUBDIVISION

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

THAT WHEREAS, by instrument dated June 7, 1978, Kelly/Becker, a Texas General Partnership, as owner of the land platted into that certain subdivision known as Briar Wood Section One, caused to be executed and filed of record that certain instrument entitled Declaration of Kelly/Becker Covering Briar Wood Section One Subdivision (the "Declaration"), recorded under Harris County Clerk's File No. F634539, in the Official Public Records of Real Property of Harris County, Texas, which instrument established and imposed certain conditions, covenants and restrictions upon the properties described therein;

WHEREAS, the Declaration was subsequently amended on December 8, 1980, by written instrument executed by the President of the Association and approved by the owners of not less than ninety-percent (90%) of the lots in the subdivision, and said written instrument was recorded under Harris County Clerk's File No. H291419, in the Official Public Records of Real Property of Harris County, Texas;

WHEREAS, Section 209.0041 of the Texas Property Code provides that the Declaration may be amended by an affirmative vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration;

WHEREAS, it is the desire of the undersigned, as well as owners representing not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration, to supplement, amend, and restate said Declaration by execution of this Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision.

NOW, THEREFORE, the undersigned, being the President of Briar Wood Property Owners Association, Inc., with the approval and affirmative vote of not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on an amendment of the Declaration, hereby adopts this Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision. This document supersedes and replaces all previous declarations and amendments thereto and becomes effective upon recordation in the Official Real Property Records of Harris County, Texas.

RP-2017-540611

FOI

ARTICLE I
Definitions

Section 1.1 Definitions. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "FHA" shall mean and refer to the Federal Housing Administration.
- (b) "VA" shall mean and refer to the Veterans Administration.
- (c) "Subdivision Plat" shall Mean and refer to the plat of Briar Wood, Section One Subdivision recorded, in Volume 272 at Page 52 of the Map Records of Harris County, Texas.
- (d) "Subdivision" shall mean and refer to Briar Wood Section One Subdivision, save and except Reserves "A", "B" and "C" shown on the Subdivision Plat which Reserves are not a part of the Subdivision and shall not be subject to the terms and provisions hereof until and unless annexed to the subdivision as permitted by Section 3.1.
- (e) "Lot" shall mean and refer initially to any of the 216 Lots shown on the Subdivision Plat. If a subdivision plat is hereafter filed for record in the Office of the County Clerk of Harris County, Texas, re-platting the area within any of the Lots, or adding additional property to the Subdivision, then with respect to the re-platted or added area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.5 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.
- (f) "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, by a single family, or by persons maintaining a common household.
- (g) "Assessable Tract" shall mean and refer to any Lot to which paved public street access and water and sanitary sewer service have been extended, and which has been rough graded and staked, from and after (i) the date on which a Living Unit on such Lot is first occupied as a residence, or (ii) the date on which the FHA or the VA guarantees a loan on one or more Living Units in the Subdivision or (iii) the date six months from commencement of construction of a Living Unit on the Lot, whichever is the earlier date.
- (h) "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (i) "Association" shall mean and refer to the Briar Wood Property Owners Association, Inc. (Houston), a Texas non-profit corporation, which organization is also known as "Briarwood Property Owners Association, Inc. (Houston)", and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation or conveyance of assets.
- (j) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Assessable Tract.

RP-2017-540611

- (k) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all Members at least thirty (30) days in advance of the meeting, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast twenty percent (20%) of all the votes of Members with voting privileges shall constitute a quorum. If the required quorum is not present at any meeting called to act on any such matter(s), such meeting may be adjourned and another meeting may be reconvened and/or called (immediately and without formal notification to the Members other than the announcement of same) to act on the same matter(s), and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.
- (l) Reserves "A", "B" and "C" shall mean and refer to Reserves "A", "B" and "C" shown on the Subdivision Plat.
- (m) "Community Properties" shall mean and refer to properties, real or personal, conveyed to or otherwise acquired by the Association, if any, at any time or from time to time. "Community Properties" does not cover or include Reserves "A", "B" and "C".
- (n) "Architectural Control Committee" shall mean and refer to such Committee established by the Board of Directors for the purpose of reviewing and providing initial rulings and guidance with regard to applications received from Members, which applications seek approval for exterior modifications to existing structures within Briar Wood, as well as proposed additions of structures and/or improvements within the neighborhood. In the event that no such Architectural Control Committee exists at any point in time, the Association's Board of Directors shall serve and in all respects function as the Architectural Control Committee.

ARTICLE II

Subdivision Plat; Easements; Rights Reserved;
Building Sites; Adjacent Property

Section 2.1 Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots.

Section 2.2 Easements. Easements, including those for the roads, drainage, access, and the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat and/or as shown by separate instruments. Additional easements may be created and recorded by utility providers and governmental entities. The Association reserves the rights to grant and convey easements across the Community Properties as the Board of Directors, in its sole discretion, deems necessary or desirable. Neither the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their

agents, employees, or servants, to shrubbery, trees or flowers, or other property of the Owners situated on the land covered by said easements.

Section 2.3 Reservations. The title conveyed to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, any of the easements referred to in Section 2.1 or 2.2, or any improvements at any time located over, on, or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Existing easements as defined in Section 2.2 may be re-conveyed as necessary for the operation and enjoyment of the subdivision.

Section 2.4 Resubdivision Prohibited. No Lot may be re-subdivided such that additional building sites could be created on said Lot or any portion thereof, other than those herein permitted, and boundary lines and Lot areas as specified in the Subdivision Plat, shall remain fixed.

Section 2.5 Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined in accordance with this Section will be based upon one assessment for each of the originally platted Lots so combined.

ARTICLE III

Membership and Voting rights in the Association

Section 3.1 Membership. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member, and such membership shall be appurtenant to and may not be separated from ownership of the Assessable Tract.

Section 3.2 Voting Rights. The Association shall have one class of voting membership. The Owners of the Lots shall be the Members, and by virtue of such membership, the Owner of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Lot.

ARTICLE IV
Property Rights in the Community Properties

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.2 every Member shall have a common right and easement of enjoyment in the Community Properties, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

Section 4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created and shall also be subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and with the assent of two-thirds (2/3rds) of each Class of Members to mortgage the Community Properties.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owned by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties.
- (f) The Association shall have the right to dedicate or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by two-thirds (2/3rds) of the Members has been recorded.
- (g) The Association shall have the right to rent or lease any part of the Community Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Subdivision, such as, but not limited to child care nurseries, with the consent of two-thirds (2/3rds) of the Members voting in person or by proxy, at a meeting duly called for this purpose.
- (h) The Association shall have the right, but not the obligation, to contract, on behalf of all Assessable Tracts, for garbage and rubbish, pickup, and to charge the Owner of such Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to the assessments described in Article V hereof.

RP-2017-540611

ARTICLE V
Assessments and Lien Therefor; Books

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot which shall be or become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements, as such assessments may be fixed, established, and collected from time to time as hereinafter provided, together with (3) such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessments together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligations of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall nevertheless be secured by the continuing lien referred to above.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Community. Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members, such benefits to 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 covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

Section 5.3 Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts, in amounts as may be determined by the Board of Directors, from time to time, to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.3, the Association may levy against the Assessable Tracts in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of a capital improvement of the Association, including necessary fixtures and personal

RP-2017-540611

property related thereto, but any such assessment must be approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members.

Section 5.5 Commencement of Annual Assessments; Due Date. The annual assessment on each Assessable Tract shall be due and payable on first of January of each successive calendar year. The due date of any special assessment under Section 5.4 shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment. Annual assessments shall be prorated for the period of ownership during an owner's initial year of purchase. The due date of any special assessment shall be fixed in the resolution approving such special assessment.

Section 5.6 Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. (The Board of Directors of 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 Owner.) The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate 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.

Section 5.7 Effect of Non-Payment of Assessments; The Lien; Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon, costs of collection thereof, and attorney's fees, hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Tract against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall be considered delinquent, and which shall bear interest from the date it becomes delinquent at the rate of ten percent (10%) per annum until it is fully paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees, expenses incurred and costs of suit.

Section 5.8 Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided

RP-2017-540611

for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as such Board may determine.

Section 5.9 Exempt Property. The assessments and liens created in this Article V shall apply only to the Assessable Tracts, and the remainder of the property in the Subdivision shall not be subject thereto or entitled to the rights granted to Members in Article IV.

Section 5.10 Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time, and in accordance with pertinent provisions of the Texas Property Code.

ARTICLE VI Architectural Control Committee

Section 6.1 Tenure. The persons serving on the Architectural Control Committee shall serve at the direction of the Board of Directors, and their duties shall be fulfilled and their powers exercised at the direction of the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may at any time or from time to time designate anyone serving on the Committee to act for the entire committee. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee. In the event that all members of the ACC have resigned or otherwise ceased to serve or function as a Committee, all of the rights, duties and responsibilities of the Committee shall be performed by the Board of Directors.

Section 6.2 Approval of Plans. No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in the Subdivision nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location

RP-2017-540611

of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within thirty (30) days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 6.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the locations, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property, and exterior color scheme for all homes and other structures located within the community. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Briar Wood Section One.

Section 6.3 Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within forty-five (45) days after his name is submitted to it, approval will not be required, and the provisions of this Section 6.3 will be deemed to have been fully complied with.

Section 6.4 Architectural Control Guidelines. The Architectural Control Committee shall be permitted to submit to the Board of Directors such Architectural Control Guidelines as the Committee deems necessary and proper. The Board of Directors, by resolution, may adopt Architectural Control Guidelines as the Board deems necessary and proper, and such Guidelines shall be enforceable in like manner as the restrictions and covenants within this Declaration and shall become effective upon their recordation in the Harris County Real Property Records.

ARTICLE VII Restrictions

Section 7.1. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently.

Section 7.2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

Section 7.3. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision, except that dogs, cats, or other common household pets (which shall include, in the aggregate, not more than three adult animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept for any commercial purpose.

Section 7.4. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or from Reserves "A", "B" or "C". Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvement thereon.

Section 7.5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

Section 7.6. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

Section 7.7. No boat, trailer, camping unit, bus, truck or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or from Reserves "A", "B" or "C" except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

Section 7.8. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

Section 7.9. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

Section 7.10. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located thereon.

Section 7.11. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a

governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system has been installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment, at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current.

Section 7.12. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

Section 7.13. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

Section 7.14. No billboards or other signs may be erected in the Subdivision without prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a signage manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such Manual. In no event shall the use of the flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision.

Section 7.15. 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, after twenty (20) days' notice to the Owner of any Lot, 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 Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, (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 enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property 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 rate of ten percent (10%) per annum, and to pay any attorneys' 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 property, subject only to liens then existing thereon.

Section 7.16. Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit of a single family and a private garage or carport, and no Lot shall be used for business, commercial, multi-family or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the garage requirement. Each garage or carport shall be at least twenty-one (21) feet in length, and shall be at least nineteen (19) feet in width if attached to the Living Unit or twenty (20) feet in width if not attached to the Living Unit.

Section 7.17. All lots shall have driveway access to the street on which they front unless the Architectural Control Committee agrees to the contrary in writing. 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, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

Section 7.18. No Living Unit of one story shall contain less 1,600 square feet of living area and no Living Unit of more than one story shall contain less than 1,900 square feet of living area (all such computations of living areas to be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages, unless the Architectural Control Committee agrees to the contrary in writing. Measurements shall be to the face of the outside walls of the living areas. All residences constructed in this subdivision shall be constructed on concrete slabs. Exterior walls of residences shall be constructed with at least fifty-one percent (51%) masonry or brick veneer. In computing this percentage, wall masonry below the sill line of windows, or below the midpoint of wall, shall be considered twenty-five percent (25%) masonry.

Section 7.19. As to each Lot in the Subdivision the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to wit:

No building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.

Section 7.20. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb line(s) of the abutting street(s), and shall plant in the same area at least two trees, each having a minimum diameter of two inches (2") at a height twelve inches (12") above finished grade. The grass and trees shall be of a type and within standards prescribed by the Architectural Control Committee, and such Committee's approval of the proposed locations of the trees shall be obtained before they are planted.

Section 7.21. Reserves "A", "B" and "C" shall not be subject to any of the foregoing restrictions of Article VII.

Section 7.22 Access Easement. To the extent permanent improvements are not located thereon, each Lot and the Common Area shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the "zero setback line" of the adjacent Lot. The zero setback line owner must, at his own cost, risk and expense, replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the acre setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays.

ARTICLE VIII. General Provisions

Section 8.1 Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by any owner of any Lot conveying all or any part of the land in the Subdivision, 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 this Declaration.

Section 8.2 Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by the Owners of sixty-seven percent (67%) of the Lots in the Subdivision. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 8.3 Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4) of the votes of each Class of Members with voting privileges has been filed for record In the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 8.4 Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, 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. This Declaration may be enforced in any proceeding at law and/or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien

RP-2017-540611

created by this Declaration, and failure of the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 8.5 Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 8.6 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 hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 8.7 Titles. The title of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning or any term or provision contained in this Declaration.

Section 8.8 Execution by the Association. The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

Section 8.9 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of the Association, its Members, and their respective successors and assigns.

THAT THE UNDERSIGNED President of Briar Wood Property Owners Association, Inc., with the approval of the lot owners representing not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration, hereby adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision. This document supersedes and replaces all previous declarations and amendments thereto and becomes effective upon recordation in the Official Real Property Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned President and Secretary of Briar Wood Property Owners Association, Inc., has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision, on the date set forth and indicated next to their respective signature(s), to be effective upon recordation in the Official Real Property Records of Harris County, Texas. Official certification of voting results, wherein this Amended and Restated Declaration was approved by not less than sixty-seven percent of the total votes allocated to property owners entitled to vote is attached hereto and incorporated herein for all purposes.

RP-2017-540611

ATTEST:

BRIAR WOOD PROPERTY OWNERS ASSOCIATION, INC.

BY: Billy J. Blair
Secretary

BY: J. Tuttle
President

BEFORE ME, the undersigned authority, on this day personally appeared Janna Tuttle, President of Briar Wood Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2017.



Kelly L. Reznicek
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Billy Blair, Secretary of Briar Wood Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2017.



Kelly L. Reznicek
NOTARY PUBLIC - STATE OF TEXAS

RP-2017-540611

For [unclear] Only



Briarwood

Property Owners Association, Inc.

REPORT OF THE INSPECTORS OF ELECTION

The Inspectors of Election, LLC (TIE)

Vote to Approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions (DCC&Rs)

The Inspectors of Election, LLC (TIE) was contracted to serve as the Inspectors of Election for this voting event. As the duly appointed Inspector of Election for this voting event of Briarwood Property Owners Association, Inc., we hereby report as follows:

Membership Information:

1. The number of Members in good standing and entitled to vote on matters was **213**.
2. **No** members voting rights were duly suspended.
3. TIE determined that a total of **161** members were represented by paper (46) and electronic (115) ballot or 75.58% of the membership.

Supervision of Voting Event

1. The Inspectors of Election created an online venue for members with individual accounts for reviewing voting information, amendment document information and a ballot for voting for the four (4) amendments to the DCC&Rs. Online and paper balloting opened on September 13, 2017 and the polls closed on October 13, 2017 at 12:00 PM.
2. The Inspectors of Election mailed a full election package to each owner on file with corresponding information online as well as usernames and passwords to access the online voting.
3. The Inspectors of Election answered any questions from Briarwood Property Owners Association members during the election process.
4. The Inspectors of Election received and registered electronic and paper ballots and tallied the results.
5. The Inspectors of Election reported the results and certified the votes to approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions (DCC&Rs)

For Internal Use Only

Voting Process

1. There were **four (4) items to be amended in the DCC&R's**
 - a. **Item 1:** Remove "monthly assessments" wording and replace with "annual assessments" wording.
 - b. **Item 2:** Change the Quorum from 20% to 10%
 - c. **Item 3:** Change the delinquency interest rate to the 'maximum legal rate'
 - d. **Item 4:** Remove references to "Declarant"
2. Approval of the Amended and Restated Declaration of Covenants, Conditions and Restrictions requires the affirmative vote of 67% of Briarwood Property Owners Association, Inc.'s eligible voting power or 143 "YES" votes for each item to pass.
3. The Votes were as follows:

ITEM	Online YES	Online No/Abstain	Paper Yes	Paper No	Total Yes
Item 1	110	5	45	1	155
Item 2	82	33	39	7	122
Item 3	66	49	31	15	97
Item 4	108	7	46	0	154

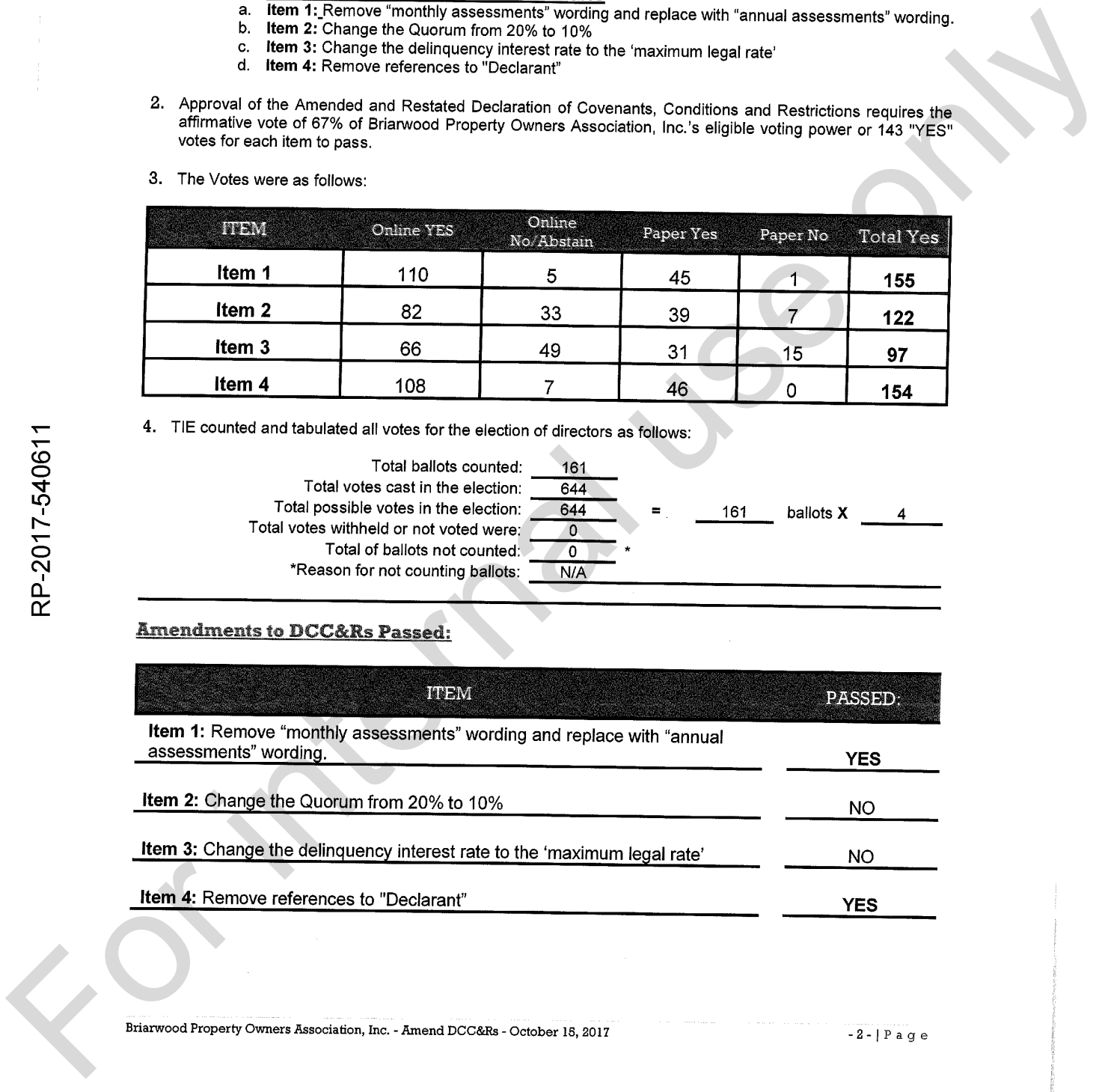
4. TIE counted and tabulated all votes for the election of directors as follows:

Total ballots counted:	161			
Total votes cast in the election:	644			
Total possible votes in the election:	644	=	161	ballots X 4
Total votes withheld or not voted were:	0			
Total of ballots not counted:	0	*		
*Reason for not counting ballots:	N/A			

Amendments to DCC&Rs Passed:

ITEM	PASSED:
Item 1: Remove "monthly assessments" wording and replace with "annual assessments" wording.	YES
Item 2: Change the Quorum from 20% to 10%	NO
Item 3: Change the delinquency interest rate to the 'maximum legal rate'	NO
Item 4: Remove references to "Declarant"	YES

RP-2017-540611



Certification of Inspector of Election

I hereby certify that the above are the results of the voting undertaken by TIE as of this date and time.

Printed Name: Kurtis Peterson, CMCA

Signature: *Kurtis Peterson, CMCA*

Title: Chief Inspector of Election

Date: Friday, October 13, 2017

Time: 12:50 PM

Return of Records

Original documents will be held by the office of The Inspectors of Election, LLC for as required by law and at that time will be destroyed unless requested to be returned to Briarwood Property Owners Association, Inc. as directed herein.

The requested records are to be returned to:

Briarwood Property Owners Association, Inc.
C/O Planned Community Management, Inc.
Attn: Katrishca Barker
2002 West Grandparkway North, Suite 100
Katy, TX 77449

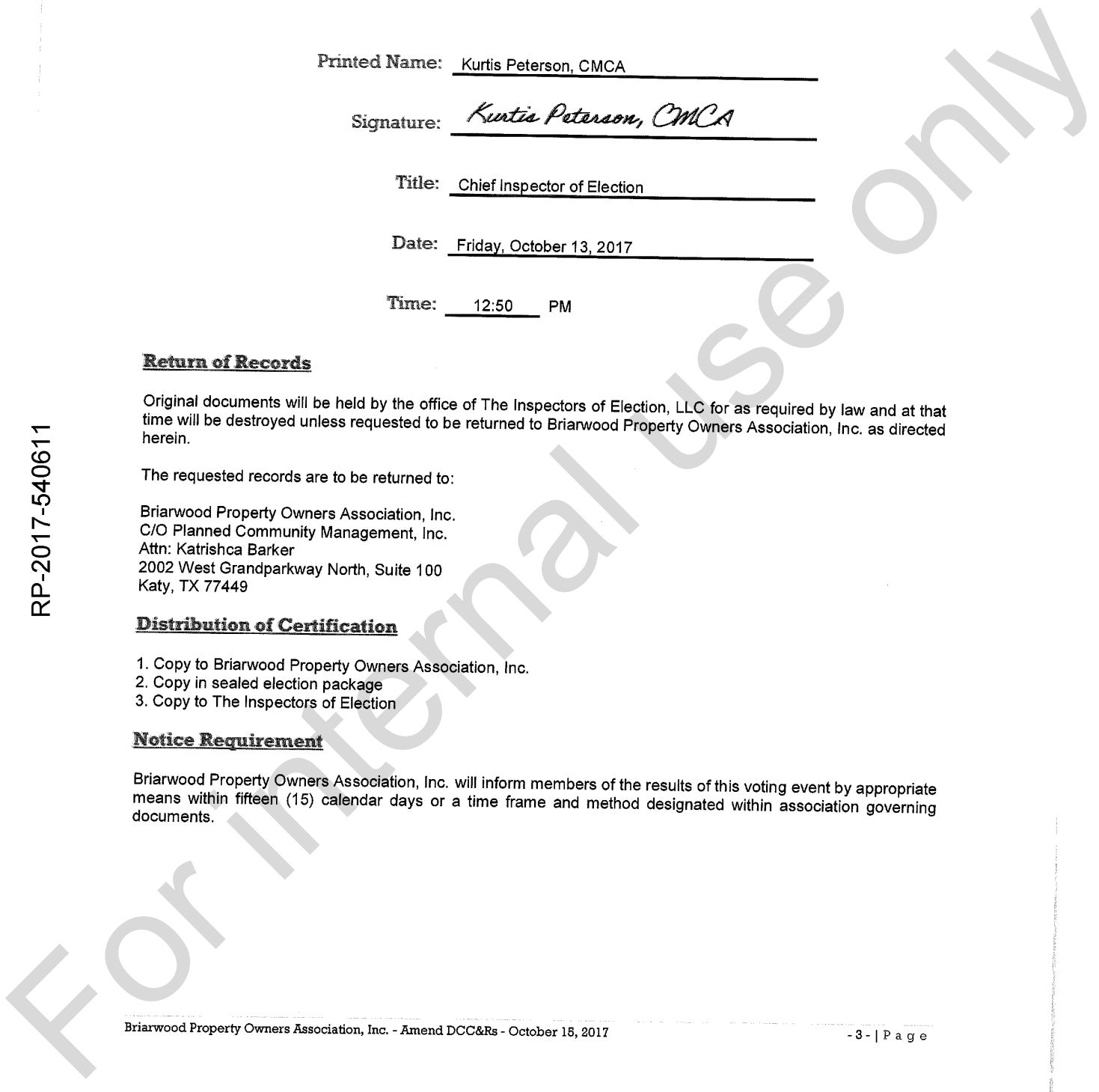
Distribution of Certification

- 1. Copy to Briarwood Property Owners Association, Inc.
- 2. Copy in sealed election package
- 3. Copy to The Inspectors of Election

Notice Requirement

Briarwood Property Owners Association, Inc. will inform members of the results of this voting event by appropriate means within fifteen (15) calendar days or a time frame and method designated within association governing documents.

RP-2017-540611



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AFFIDAVIT

STATE OF CALIFORNIA §
 §
COUNTY OF SAN DIEGO §

In support of the Official Election Certification, and Report of the Inspectors of Election filed herein by THE INSPECTORS OF ELECTION, LLC, the undersigned affiant personally appeared before me and, being duly sworn did make this affidavit and thereby on oath deposed and testified as follows:

“My name is KURTIS PETERSON. I am over eighteen years of age, am of sound mind, have never been convicted of any crime or offense, and I have personal knowledge of every statement herein made. I am in all respects competent to make this affidavit and to testify to those matters addressed herein. I am the Custodian of the Books and Records of The Inspectors of Election, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of California. The books and records of The Inspectors of Election, LLC, are kept in its regular course of business, and it was in the regular course of business of such entity for an employee or agent of the entity, with knowledge of the act(s), event(s), condition(s), opinion(s), or diagnoses recorded within such books and records to make such records or to transmit information thereof to be included in such records. Such records were made in connection with the attached Official Election Certification, and all such records, as reflected within the Official Election Certification are true and accurate and of my personal knowledge.

All facts recited and statements made herein are true, correct and in all respects accurate.”

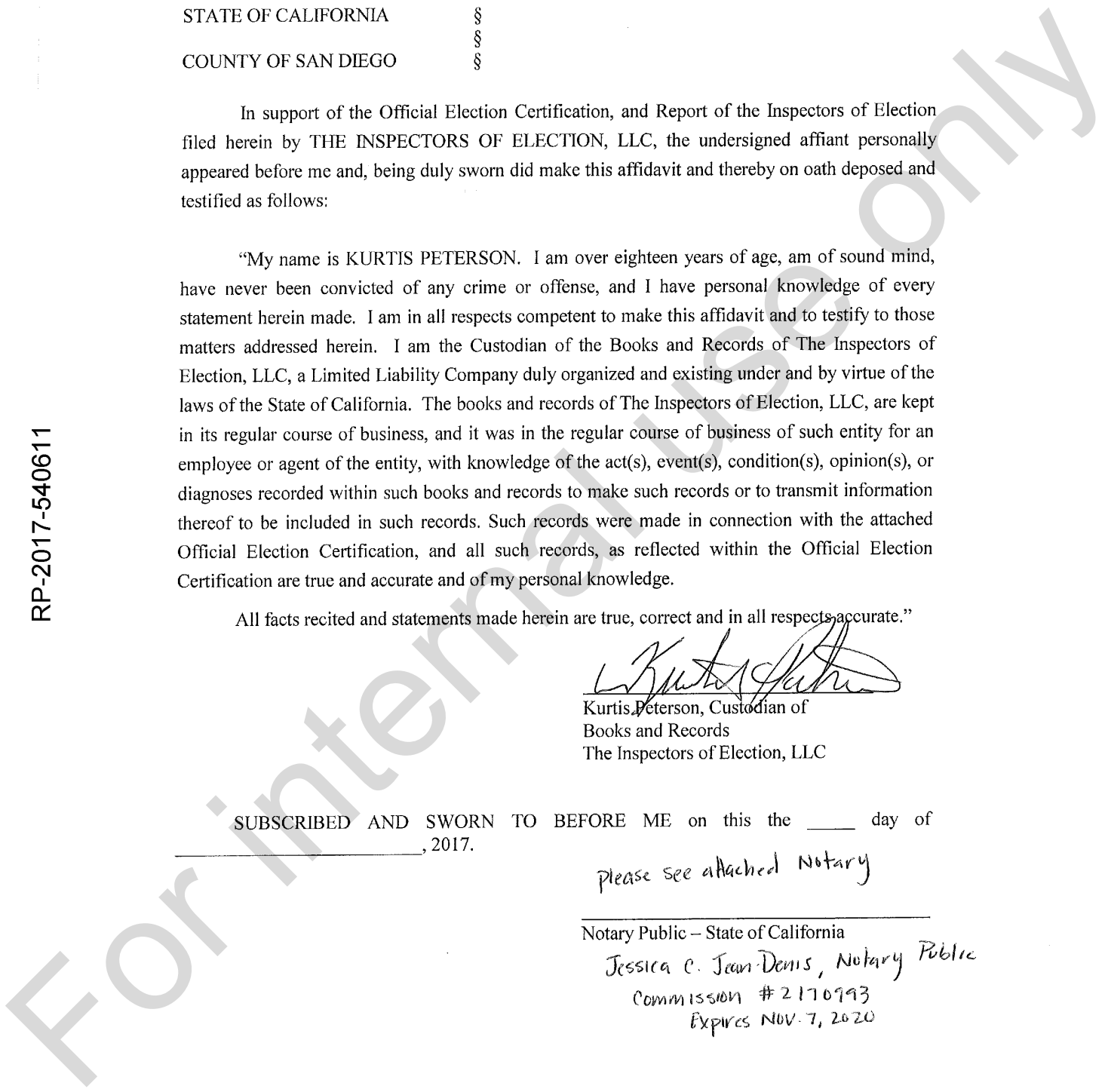

Kurtis Peterson, Custodian of
Books and Records
The Inspectors of Election, LLC

SUBSCRIBED AND SWORN TO BEFORE ME on this the ____ day of _____, 2017.

please see attached Notary

Notary Public – State of California
Jessica C. Jean-Denis, Notary Public
Commission # 2170993
Expires Nov. 7, 2020

RP-2017-540611



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 28
day of November, 2017, by Kurtis Peterson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read "Kurtis Peterson", written over a horizontal line.

RP-2017-540611

Return:

Treece Law Firm
1020 Bay Area Boulevard
Suite 200
Houston, Texas 77058

RP-2017-540611

RP-2017-540611
Pages 21
12/08/2017 01:42 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$92.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

Covering Briar Wood Section One Subdivision. This document supersedes and replaces all previous declarations and amendments thereto and becomes effective upon recordation in the Official Real Property Records of Harris County, Texas.

ARTICLE I
Definitions

Section 1.1 Definitions. The following words, when used in this Declaration, shall have the following meanings (unless the context clearly indicates otherwise):

- (a) "FHA" shall mean and refer to the Federal Housing Administration.
- (b) "VA" shall mean and refer to the Veterans Administration.
- (c) "Subdivision Plat" shall Mean and refer to the plat of Briar Wood, Section One Subdivision recorded, in Volume 272 at Page 52 of the Map Records of Harris County, Texas.
- (d) "Subdivision" shall mean and refer to Briar Wood Section One Subdivision, save and except Reserves "A", "B" and "C" shown on the Subdivision Plat which Reserves are not a part of the Subdivision and shall not be subject to the terms and provisions hereof until and unless annexed to the subdivision as permitted by Section 3.1.
- (e) "Lot" shall mean and refer initially to any of the 216 Lots shown on the Subdivision Plat. If a subdivision plat is hereafter filed for record in the Office of the County Clerk of Harris County, Texas, re-platting the area within any of the Lots, or adding additional property to the Subdivision, then with respect to the re-platted or added area only, the term "Lot" shall thereafter mean and refer to any of the numbered lots shown on such subdivision plat. If building sites are created pursuant to Section 2.5 herein, the term "Lot" shall also thereafter mean and refer to any building site so created.
- (f) "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, by a single family, or by persons maintaining a common household.
- (g) "Assessable Tract" shall mean and refer to any Lot to which paved public street access and water and sanitary sewer service have been extended, and which has been rough graded and staked, from and after (i) the date on which a Living Unit on such Lot is first occupied as a residence, or (ii) the date on which the FHA or the VA guarantees a loan on one or more Living Units in the Subdivision or (iii) the date six months from commencement of construction of a Living Unit on the Lot, whichever is the earlier date.
- (h) "Owner" shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any person or entity holding only a lien, easement, mineral interest, or royalty interest burdening the title thereto.
- (i) "Association" shall mean and refer to the Briar Wood Property Owners Association, Inc. (Houston), a Texas non-profit corporation, which organization is also known as "Briarwood Property Owners Association, Inc. (Houston)", and to any non-profit corporation which succeeds to all or substantially all of its assets by any merger, consolidation or conveyance of assets.

RP-2017-546478

- (j) "Member" shall mean and refer to a member of the Association during the period of such membership, and shall include the Owner (during the period of his ownership) of each Assessable Tract.
- (k) "Meeting of Members" shall mean and refer to a meeting of Members duly called in the manner prescribed in the by-laws of the Association, of which notice shall have been sent to all Members at least thirty (30) days in advance of the meeting, stating the purpose(s) of the meeting, and at which a quorum shall be present. At the first Meeting of Members called to act on any matter(s) requiring a vote of Members by the provisions of this Declaration, the presence at the meeting in person and/or by proxies of Members entitled to cast twenty percent (20%) of all the votes of Members with voting privileges shall constitute a quorum. If the required quorum is not present at any meeting called to act on any such matter(s), such meeting may be adjourned and another meeting may be reconvened and/or called (immediately and without formal notification to the Members other than the announcement of same) to act on the same matter(s), and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, except that such reduction in the quorum requirement shall not be applicable if the subsequent meeting is held more than sixty (60) days following the preceding meeting.
- (l) Reserves "A", "B" and "C" shall mean and refer to Reserves "A", "B" and "C" shown on the Subdivision Plat.
- (m) "Community Properties" shall mean and refer to properties, real or personal, conveyed to or otherwise acquired by the Association, if any, at any time or from time to time. "Community Properties" does not cover or include Reserves "A", "B" and "C".
- (n) "Architectural Control Committee" shall mean and refer to such Committee established by the Board of Directors for the purpose of reviewing and providing initial rulings and guidance with regard to applications received from Members, which applications seek approval for exterior modifications to existing structures within Briar Wood, as well as proposed additions of structures and/or improvements within the neighborhood. In the event that no such Architectural Control Committee exists at any point in time, the Association's Board of Directors shall serve and in all respects function as the Architectural Control Committee.

ARTICLE II

Subdivision Plat; Easements; Rights Reserved;
Building Sites; Adjacent Property

Section 2.1 Subdivision Plat. All dedications, easements, limitations, restrictions, and reservations shown on the Subdivision Plat are incorporated herein for all purposes, insofar as they relate to the Lots.

Section 2.2 Easements. Easements, including those for the roads, drainage, access, and the installation and maintenance of utilities are reserved as shown and provided for on the Subdivision Plat and/or as shown by separate instruments. Additional easements may be created and recorded by utility providers and governmental entities. The Association reserves the rights to grant and convey easements across the Community Properties as the Board of Directors, in its sole

discretion, deems necessary or desirable. Neither the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, their agents, employees, or servants, to shrubbery, trees or flowers, or other property of the Owners situated on the land covered by said easements.

Section 2.3 Reservations. The title conveyed to any Lot by contract, deed, or other conveyance shall never be intended, construed, or held to include the title to any of the Community Properties, any of the easements referred to in Section 2.1 or 2.2, or any improvements at any time located over, on, or under the Community Properties or any such easement, and title to all of the same shall be considered as excluded from any such conveyance, except to the extent that any of the same are specifically referred to in the instrument of conveyance and are stated therein to be conveyed thereby. Existing easements as defined in Section 2.2 may be re-conveyed as necessary for the operation and enjoyment of the subdivision.

Section 2.4 Resubdivision Prohibited. No Lot may be re-subdivided such that additional building sites could be created on said Lot or any portion thereof, other than those herein permitted, and boundary lines and Lot areas as specified in the Subdivision Plat, shall remain fixed.

Section 2.5 Building Sites. With the written approval of the Architectural Control Committee, the Owner(s) of a group of Lots, each of which is adjacent to one or more of the other Lots in the group, may designate a part of a Lot, or any combination of Lots or portions of Lots, to be a building site or building sites. The front, rear and side lines of the platted Lots affected by any such action, as such lines are designated on the Subdivision Plat, shall be adjusted to conform to the front, rear and side lines of the new building sites for building and other purposes. Improvements may be constructed on any such building site in accordance with the new front, rear and side lines thereof. Each such building site, upon being designated as such by the Owner(s) thereof with the written approval of the Architectural Control Committee, shall thereafter be a Lot for all purposes of this Declaration, except that all future assessments payable by the Owner of a building site comprised of several Lots combined in accordance with this Section will be based upon one assessment for each of the originally platted Lots so combined.

ARTICLE III

Membership and Voting rights in the Association

Section 3.1 Membership. The Owner of each Assessable Tract, during the period of his ownership, shall automatically be a Member, and such membership shall be appurtenant to and may not be separated from ownership of the Assessable Tract.

Section 3.2 Voting Rights. The Association shall have one class of voting membership. The Owners of the Lots shall be the Members, and by virtue of such membership, the Owner of each Lot shall be entitled to one vote in the Association. There shall be no fractional votes. When the Owner of a Lot consists of more than one person or entity, they shall designate one of their number to cast their one vote with respect to such Lot.

ARTICLE IV
Property Rights in the Community Properties

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.2 every Member shall have a common right and easement of enjoyment in the Community Properties, if any, and such right and easement shall be appurtenant to and shall pass with the title to every Assessable Tract.

Section 4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby in favor of the Members shall be subject to the rights and easements now existing or hereafter created and shall also be subject to the following rights of the Association:

- (a) The Association shall have the right to borrow money and with the assent of two-thirds (2/3rds) of each Class of Members to mortgage the Community Properties.
- (b) The Association shall have the right to take such steps as are reasonably necessary to protect the Community Properties against foreclosure of any such mortgage.
- (c) The Association shall have the right to suspend the enjoyment rights of any Member for any period during which any assessment or other amount owned by such Member to the Association remains unpaid.
- (d) The Association shall have the right to establish reasonable rules and regulations governing the Members' use and enjoyment of the Community Properties, and to suspend the enjoyment rights of any Member for any period not to exceed sixty (60) days for any infraction of such rules and regulations.
- (e) The Association shall have the right to assess and collect the assessments provided for herein and to charge reasonable admission and other fees for the use of any recreational facilities which are a part of the Community Properties.
- (f) The Association shall have the right to dedicate or convey all or any part of the Community Properties, or interests therein, to any public authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or conveyance shall be effective unless an instrument agreeing to such dedication or conveyance signed by two-thirds (2/3rds) of the Members has been recorded.
- (g) The Association shall have the right to rent or lease any part of the Community Properties for the operation (for profit or otherwise) of any service activity intended to serve a substantial number of residents in the Subdivision, such as, but not limited to child care nurseries, with the consent of two-thirds (2/3rds) of the Members voting in person or by proxy, at a meeting duly called for this purpose.
- (h) The Association shall have the right, but not the obligation, to contract, on behalf of all Assessable Tracts, for garbage and rubbish, pickup, and to charge the Owner of such Assessable Tract for his pro rata share of the cost thereof, such pro rata share to be determined by dividing the number of Assessable Tracts being served into the total cost of providing such garbage and rubbish pickup. If the Association so elects, the charge to each Owner for garbage and rubbish pickup shall be in addition to the assessments described in Article V hereof.

RP-2017-546478

ARTICLE V
Assessments and Lien Therefor; Books

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot which shall be or become subject to the assessments hereinafter provided for, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements, as such assessments may be fixed, established, and collected from time to time as hereinafter provided, together with (3) such interest thereon and cost of collection thereof as are hereinafter provided for, all of which shall be a charge on and secured by a continuing lien upon the property against which each such assessment is made. Each such assessments together with such interest thereon and cost of collection thereof as are hereinafter provided for, shall also be and remain the personal obligations of the person who is the Owner of such property at the time the assessment becomes due and payable, notwithstanding any subsequent transfer of title to such property. Such personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them, but shall nevertheless be secured by the continuing lien referred to above.

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to improve, beautify, maintain, manage and operate the Community. Properties, and to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience, and welfare of the Members, such benefits to 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 covenants contained in this Declaration, employing at the request of the Architectural Control Committee one or more architects, engineers, attorneys, or other consultants, for the purpose of advising such Committee in carrying out its duties and authority as set forth in this Declaration, and providing and doing all other things necessary or desirable, in the opinion of the Board of Directors of the Association, for the maintenance and/or improvement of the Community Properties or for the benefit of the Members, the foregoing uses and purposes being permissive and not mandatory, and the decisions of the Board of Directors of the Association being final as long as made in good faith and in accordance with the by-laws of the Association and governmental laws, rules and regulations.

Section 5.3 Annual Assessments. The Association, by action of its Board of Directors, shall levy annual assessments against the Assessable Tracts, in amounts as may be determined by the Board of Directors, from time to time, to obtain funds reasonably anticipated to be needed for the purposes stated in Section 5.2, including reasonable reserves for contingencies and for capital improvements, replacements, and repairs. The annual assessment may be increased up to ten percent (10%) per year by appropriate resolution authorized by a majority of the members of the Board of Directors, without the necessity of amending the Declaration.

Section 5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.3, the Association may levy against the Assessable Tracts in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or

RP-2017-546478

replacement of a capital improvement of the Association, including necessary fixtures and personal property related thereto, but any such assessment must be approved by two-thirds (2/3rds) of the votes cast by each Class of Members at a Meeting of Members.

Section 5.5 Commencement of Annual Assessments; Due Date. The annual assessment on each Assessable Tract shall be due and payable on first of January of each successive calendar year. The due date of any special assessment under Section 5.4 shall be fixed in the resolution of the Members of the Association authorizing or approving such assessment. Annual assessments shall be prorated for the period of ownership during an owner's initial year of purchase. The due date of any special assessment shall be fixed in the resolution approving such special assessment.

Section 5.6 Duties of the Board of Directors. The Board of Directors of the Association shall determine the amount to be levied as the annual assessment against each Assessable Tract for each calendar year, subject to the criteria and limitations set out in Section 5.3. (The Board of Directors of 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 Owner.) The Association shall upon demand at any time furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether or not there are any unpaid assessments against said Owner's property. Such certificate 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.

Section 5.7 Effect of Non-Payment of Assessments; The Lien; Remedies of Association. If an assessment is not paid on the date it becomes due, such assessment shall thereupon become delinquent and, together with the interest thereon, costs of collection thereof, and attorney's fees, hereinafter provided for, shall thereupon be secured by a continuing lien on the Assessable Tract against which the assessment was levied, including improvements thereon, which shall bind such property in the hands of the then Owner thereof, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after it becomes due, the assessment shall be considered delinquent, and which shall bear interest from the date it becomes delinquent at the rate of ten percent (10%) per annum until it is fully paid, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or an action at law to foreclose the lien securing the assessment, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the cost of preparing and filing the petition, reasonable attorneys' fees, expenses incurred and costs of suit.

Section 5.8 Subordination of the Lien to Mortgages. The lien securing any assessment provided for herein shall be subordinate to the lien of any mortgage(s) now or hereafter placed upon the property subject to the assessment for the purpose of securing indebtedness incurred to purchase or improve such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, a foreclosure by trustee's sale under a deed of trust, or a conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien securing any such subsequent assessment. In addition to the automatic subordination provided for above, the Association, in the discretion of its Board of Directors, may subordinate the lien securing any assessment provided

RP-2017-546478

for herein to any other mortgage, lien or encumbrance, subject to such limitation, if any, as such Board may determine.

Section 5.9 Exempt Property. The assessments and liens created in this Article V shall apply only to the Assessable Tracts, and the remainder of the property in the Subdivision shall not be subject thereto or entitled to the rights granted to Members in Article IV.

Section 5.10 Books. The Association shall maintain books of account reflecting all of its income and disbursements. Any Member shall have the right to inspect such books at the office of the Association at any reasonable time, and in accordance with pertinent provisions of the Texas Property Code.

ARTICLE VI Architectural Control Committee

Section 6.1 Tenure. The persons serving on the Architectural Control Committee shall serve at the direction of the Board of Directors, and their duties shall be fulfilled and their powers exercised at the direction of the Board of Directors of the Association. In the event of the death or resignation of any person serving on the Architectural Control Committee, the remaining person(s) serving on the Committee shall designate a successor, or successors, who shall have all of the authority and power of his or their predecessor(s). A majority of the Architectural Control Committee may at any time or from time to time designate anyone serving on the Committee to act for the entire committee. No person serving on the Committee shall be entitled to compensation for services performed pursuant to this Article VI. However, the Committee may employ one or more architects, engineers, attorneys, or other consultants to assist the Committee in carrying out its duties hereunder; and the Association shall pay such consultants for such services as they render to the Committee. In the event that all members of the ACC have resigned or otherwise ceased to serve or function as a Committee, all of the rights, duties and responsibilities of the Committee shall be performed by the Board of Directors.

Section 6.2 Approval of Plans. No buildings or other improvements, including streets, driveways, sidewalks, drainage facilities, landscaping, fences, walks, fountains, statuary, outdoor lighting and signs, shall be commenced, constructed, erected, placed or maintained in the Subdivision nor shall any exterior addition to or alteration therein be made, unless and until (i) a preliminary site plan showing all uses and dimensions, the location of buildings, entries, streets, driveways, parking areas, pedestrian ways, and storage areas, and a schematic plan for the landscaping and lighting of the property, have been submitted to and approved in writing by the Architectural Control Committee, and thereafter (ii) the final working plans and specifications for the work shown on the preliminary site plan and schematic plan have been submitted to and approved in writing by the Architectural Control Committee as to compliance with this Declaration and as to harmony of external design and location in relation to property lines, building lines, easements, grades, surrounding structures, walks, and topography. The final working plans and specifications shall not be commenced until the preliminary site plan and the schematic plan have been so approved. The final working plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing details and the nature, kind, shape, height, exterior color scheme, materials, and location

RP-2017-546478

of the proposed improvements or alterations thereto. In the event the Architectural Control Committee fails to approve or disapprove the preliminary site plan and schematic plan within thirty (30) days after they have been submitted to it, or thereafter fails to approve or disapprove the final working plans and specifications within thirty (30) days after they have been submitted to it, approval thereof will not be required and the provisions of this Section 6.2 will be deemed to have been fully complied with. Without limitation of the powers herein granted, the Architectural Control Committee shall have the right to specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration, or repair of any improvement.

Where not otherwise specified herein, it also shall have the right to specify requirements for each building site as follows: minimum set-backs; driveway access to adjacent streets; the locations, height and extent of fences, walls, or other screening devices; and the orientation of structures with respect to streets, walks, and structures on adjacent property, and exterior color scheme for all homes and other structures located within the community. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of Briar Wood Section One.

Section 6.3 Approved Contractors. No construction of a building, structure, fence, wall, or other improvement shall be commenced in the Subdivision until the contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event the Committee fails to approve or disapprove a contractor within forty-five (45) days after his name is submitted to it, approval will not be required, and the provisions of this Section 6.3 will be deemed to have been fully complied with.

Section 6.4 Architectural Control Guidelines. The Architectural Control Committee shall be permitted to submit to the Board of Directors such Architectural Control Guidelines as the Committee deems necessary and proper. The Board of Directors, by resolution, may adopt Architectural Control Guidelines as the Board deems necessary and proper, and such Guidelines shall be enforceable in like manner as the restrictions and covenants within this Declaration and shall become effective upon their recordation in the Harris County Real Property Records.

ARTICLE VII Restrictions

Section 7.1. All buildings, structures, and other improvements erected, altered, or placed in the Subdivision shall be of new construction, and no structure of a temporary character, trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used in the Subdivision at any time as a residence, either temporarily or permanently.

Section 7.2. No nuisance shall ever be erected, placed, or suffered to remain upon any property in the Subdivision and no Owner of or resident on any property in the Subdivision shall use the same so as to endanger the health or disturb the reasonable enjoyment of any other Owner or resident. The Association is hereby authorized to determine what constitutes a violation of this restriction.

Section 7.3. No sheep, goats, horses, cattle, swine, poultry, dangerous animals (the determination as to what is a dangerous animal shall be in the sole discretion of the Association), snakes or livestock of any kind shall ever be kept in the Subdivision, except that dogs, cats, or other common household pets (which shall include, in the aggregate, not more than three adult animals) may be kept by the Owner or tenant of any Living Unit, provided they are not kept for any commercial purpose.

Section 7.4. No trash, rubbish, garbage, manure, or debris of any kind shall be kept or allowed to remain on any Lot. The Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense, and prior to such removal all such prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be seen from neighboring Lots or from Reserves "A", "B" or "C". Reasonable amounts of construction materials and equipment may be stored upon a Lot for reasonable periods of time during the construction of improvement thereon.

Section 7.5. No oil or natural gas drilling, oil or natural gas development, or oil refining, quarrying, or mining operations of any kind, no oil, natural gas or water wells, tanks, tunnels, mineral excavations or shafts, and no derricks or other structures for use in boring for oil, natural gas, minerals or water shall be erected, maintained or permitted in the Subdivision.

Section 7.6. No privy, cesspool or septic tank shall be placed or maintained in the Subdivision.

Section 7.7. No boat, trailer, camping unit, bus, truck or self-propelled or towable equipment or machinery of any sort shall be permitted to park on any Lot except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots or from Reserves "A", "B" or "C" except that (i) during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor, and (ii) this restriction shall not apply to automobiles and pick-up trucks in good repair and attractive condition.

Section 7.8. No clothing or other materials shall be aired or dried in the Subdivision except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other Lots.

Section 7.9. Except in an emergency or when other unusual circumstances exist, as determined by the Board of Directors of the Association, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m.

Section 7.10. Without the prior written authorization of the Architectural Control Committee, no television or radio antenna of any sort shall be placed, allowed, or maintained outside a Living Unit or on the exterior of any building or other improvement located thereon.

Section 7.11. All electrical, telephone and other utility lines and facilities which (i) are located on a Lot, (ii) are not within or a part of any building, and (iii) are not owned by a

governmental entity, a public utility company, or the Association, shall be installed in underground conduits or other underground facilities. Lighting fixtures may be installed above ground if approved in writing by the Architectural Control Committee.

An underground electric distribution system has been installed in the Subdivision, which underground service area embraces all Lots in the Subdivision. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment, at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the Subdivision the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 240/120 volt, three wire, 60 cycle alternating current.

Section 7.12. Mailboxes, house numbers and similar matter used in the Subdivision must be harmonious with the overall character and aesthetics of the community and the decision of the Architectural Control Committee that any such matter is not harmonious shall be final.

Section 7.13. No fence, wall, tree, hedge or planting shall be maintained in the Subdivision in such manner as to obstruct sight lines for vehicular traffic, from the standpoint of safety.

Section 7.14. No billboards or other signs may be erected in the Subdivision without prior written consent of the Architectural Control Committee. Such Committee shall furnish, upon request, a signage manual setting forth the limitations and guidelines for signs, which shall be reasonable in scope and restriction, and shall grant its written approval of signs which satisfy the requirements of such Manual. In no event shall the use of the flags or banners be permitted in the promotion or sale of any Living Unit in the Subdivision.

Section 7.15. 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, after twenty (20) days' notice to the Owner of any Lot, 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 Owner, (i) to mow the grass thereon, (ii) to remove any debris therefrom, (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 enjoyment of adjoining property or is unattractive in appearance, (iv) to repair or paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent property, and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Declaration. The person who is the Owner of such property 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 rate of ten percent (10%) per annum, and to pay any attorneys' 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 property, subject only to liens then existing thereon.

Section 7.16. Except for the easement rights elsewhere recognized in this Declaration, each Lot shall be used only for a Living Unit of a single family and a private garage or carport, and no Lot shall be used for business, commercial, multi-family or professional purposes of any kind. With each Living Unit there shall be an attached or detached enclosed garage unless the Architectural Control Committee agrees in writing to (i) the substitution of a carport for a garage, or (ii) the complete elimination of the garage requirement. Each garage or carport shall be at least twenty-one (21) feet in length, and shall be at least nineteen (19) feet in width if attached to the Living Unit or twenty (20) feet in width if not attached to the Living Unit.

Section 7.17. All lots shall have driveway access to the street on which they front unless the Architectural Control Committee agrees to the contrary in writing. 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, and he shall repair at his expense any damage to the street occasioned by connecting his driveway thereto.

Section 7.18. No Living Unit of one story shall contain less 1,600 square feet of living area and no Living Unit of more than one story shall contain less than 1,900 square feet of living area (all such computations of living areas to be exclusive of open or screened porches, terraces, patios, driveways, carports and/or garages, unless the Architectural Control Committee agrees to the contrary in writing. Measurements shall be to the face of the outside walls of the living areas. All residences constructed in this subdivision shall be constructed on concrete slabs. Exterior walls of residences shall be constructed with at least fifty-one percent (51%) masonry or brick veneer. In computing this percentage, wall masonry below the sill line of windows, or below the midpoint of wall, shall be considered twenty-five percent (25%) masonry.

Section 7.19. As to each Lot in the Subdivision the following building requirements shall apply unless the Architectural Control Committee agrees to the contrary in writing, to wit:

No building, fence, or other structure (i) shall be placed or built on any Lot nearer to the front lot line or nearer to a side street line than the building lines therefor shown on the Subdivision Plat, or (ii) shall encroach on any easement shown on the Subdivision Plat.

Section 7.20. The Owner of each Lot, as a minimum, shall spot sod or sprig with grass the area between his Living Unit and the curb line(s) of the abutting street(s), and shall plant in the same area at least two trees, each having a minimum diameter of two inches (2") at a height twelve inches (12") above finished grade. The grass and trees shall be of a type and within standards prescribed by the Architectural Control Committee, and such Committee's approval of the proposed locations of the trees shall be obtained before they are planted.

Section 7.21. Reserves “A”, “B” and “C” shall not be subject to any of the foregoing restrictions of Article VII.

Section 7.22 Access Easement. To the extent permanent improvements are not located thereon, each Lot and the Common Area shall be subject to a three (3) foot access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the “zero setback line” of the adjacent Lot. The zero setback line owner must, at his own cost, risk and expense, replace any fencing, landscaping or other items on the adjoining Lot that he may disturb during such construction, repair or maintenance. Additionally, this easement, when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line owner must notify the Owner of the adjacent Lot of his intent to do any construction or maintenance upon the acre setback line wall at least twenty-four (24) hours before any work is started, with the hours that such access easement may be utilized being restricted to between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays.

ARTICLE VIII.
General Provisions

Section 8.1 Incorporation. The terms and provisions of this Declaration shall be construed as being adopted in each and every contract, deed, or conveyance hereafter executed by any owner of any Lot conveying all or any part of the land in the Subdivision, 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 this Declaration.

Section 8.2 Amendments. This Declaration may be amended in whole or in part by an instrument executed by the President of the Association when approved by the Owners of sixty-seven percent (67%) of the Lots in the Subdivision. Following any such amendment, every reference herein to this Declaration shall be held and construed to be a reference to this Declaration as so amended.

Section 8.3 Duration. This Declaration shall remain in full force and effect for a term of thirty (30) years from the date this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each unless and until an instrument signed by the holders of three-fourths (3/4) of the votes of each Class of Members with voting privileges has been filed for record In the Office of the County Clerk of Harris County, Texas, agreeing to terminate this Declaration. Such an instrument so filed for record shall become effective on the date stated therein or one (1) year after it is so filed for record, whichever is the later date.

Section 8.4 Enforcement. The terms and provisions of this Declaration shall run with and bind the land in the Subdivision, 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. This Declaration may be enforced in any proceeding at law and/or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the property to enforce any lien

RP-2017-546478

created by this Declaration, and failure of the Association, or any Owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to do so thereafter.

Section 8.5 Severability. Invalidation of any term or provision of this Declaration by judgment or otherwise shall not affect any other term or provision of this Declaration, and this Declaration shall remain in full force and effect except as to any terms and provisions which are invalidated.

Section 8.6 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 hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Section 8.7 Titles. The title of this Declaration and of Articles and Sections contained herein are for convenience only and shall not be used to construe, interpret, or limit the meaning or any term or provision contained in this Declaration.

Section 8.8 Execution by the Association. The Association, by joining in the execution hereof, agrees to be bound by all of the terms and provisions of this Declaration.

Section 8.9 Successors in Title. The terms and provisions of this Declaration shall apply to, be binding upon, and inure to the benefit of the Association, its Members, and their respective successors and assigns.

THAT THE UNDERSIGNED President of Briar Wood Property Owners Association, Inc., with the approval of the lot owners representing not less than sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the Declaration, hereby adopt the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision. This document supersedes and replaces all previous declarations and amendments thereto and becomes effective upon recordation in the Official Real Property Records of Harris County, Texas.

IN WITNESS WHEREOF, the undersigned President and Secretary of Briar Wood Property Owners Association, Inc., has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions Covering Briar Wood Section One Subdivision, on the date set forth and indicated next to their respective signature(s), to be effective upon recordation in the Official Real Property Records of Harris County, Texas. Official certification of voting results, wherein this Amended and Restated Declaration was approved by not less than sixty-seven percent of the total votes allocated to property owners entitled to vote is attached hereto and incorporated herein for all purposes.

RP-2017-546478

For Use Only

ATTEST:

BRIAR WOOD PROPERTY OWNERS ASSOCIATION, INC.

BY: Billy J. Blair
Secretary

BY: J. Tuttle
President

BEFORE ME, the undersigned authority, on this day personally appeared Janna Tuttle, President of Briar Wood Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2017.



Kelly L. Reznicek
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared Billy Blair, Secretary of Briar Wood Property Owners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November, 2017.



Kelly L. Reznicek
NOTARY PUBLIC - STATE OF TEXAS

RP-2017-546478

For [unclear] Only



Briarwood

Property Owners Association, Inc.

REPORT OF THE INSPECTORS OF ELECTION

The Inspectors of Election, LLC (TIE)

Vote to Approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions (DCC&Rs)

The Inspectors of Election, LLC (TIE) was contracted to serve as the Inspectors of Election for this voting event. As the duly appointed Inspector of Election for this voting event of Briarwood Property Owners Association, Inc., we hereby report as follows:

Membership Information:

1. The number of Members in good standing and entitled to vote on matters was **213**.
2. **No** members voting rights were duly suspended.
3. TIE determined that a total of **161** members were represented by paper (46) and electronic (115) ballot or 75.58% of the membership.

Supervision of Voting Event

1. The Inspectors of Election created an online venue for members with individual accounts for reviewing voting information, amendment document information and a ballot for voting for the four (4) amendments to the DCC&Rs. Online and paper balloting opened on September 13, 2017 and the polls closed on October 13, 2017 at 12:00 PM.
2. The Inspectors of Election mailed a full election package to each owner on file with corresponding information online as well as usernames and passwords to access the online voting.
3. The Inspectors of Election answered any questions from Briarwood Property Owners Association members during the election process.
4. The Inspectors of Election received and registered electronic and paper ballots and tallied the results.
5. The Inspectors of Election reported the results and certified the votes to approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions (DCC&Rs)

RP-2017-546478

Voting Process

1. There were **four (4) items to be amended in the DCC&R's**
 - a. **Item 1:** Remove "monthly assessments" wording and replace with "annual assessments" wording.
 - b. **Item 2:** Change the Quorum from 20% to 10%
 - c. **Item 3:** Change the delinquency interest rate to the 'maximum legal rate'
 - d. **Item 4:** Remove references to "Declarant"
2. Approval of the Amended and Restated Declaration of Covenants, Conditions and Restrictions requires the affirmative vote of 67% of Briarwood Property Owners Association, Inc.'s eligible voting power or 143 "YES" votes for each item to pass.
3. The Votes were as follows:

ITEM	Online YES	Online No/Abstain	Paper Yes	Paper No	Total Yes
Item 1	110	5	45	1	155
Item 2	82	33	39	7	122
Item 3	66	49	31	15	97
Item 4	108	7	46	0	154

4. TIE counted and tabulated all votes for the election of directors as follows:

Total ballots counted:	161			
Total votes cast in the election:	644			
Total possible votes in the election:	644	=	161	ballots X
Total votes withheld or not voted were:	0			4
Total of ballots not counted:	0	*		
*Reason for not counting ballots:	N/A			

Amendments to DCC&Rs Passed:

ITEM	PASSED:
Item 1: Remove "monthly assessments" wording and replace with "annual assessments" wording.	YES
Item 2: Change the Quorum from 20% to 10%	NO
Item 3: Change the delinquency interest rate to the 'maximum legal rate'	NO
Item 4: Remove references to "Declarant"	YES

Certification of Inspector of Election

I hereby certify that the above are the results of the voting undertaken by TIE as of this date and time.

Printed Name: Kurtis Peterson, CMCA

Signature: *Kurtis Peterson, CMCA*

Title: Chief Inspector of Election

Date: Friday, October 13, 2017

Time: 12:50 PM

Return of Records

Original documents will be held by the office of The Inspectors of Election, LLC for as required by law and at that time will be destroyed unless requested to be returned to Briarwood Property Owners Association, Inc. as directed herein.

The requested records are to be returned to:

Briarwood Property Owners Association, Inc.
C/O Planned Community Management, Inc.
Attn: Katrishca Barker
2002 West Grandparkway North, Suite 100
Katy, TX 77449

Distribution of Certification

1. Copy to Briarwood Property Owners Association, Inc.
2. Copy in sealed election package
3. Copy to The Inspectors of Election

Notice Requirement

Briarwood Property Owners Association, Inc. will inform members of the results of this voting event by appropriate means within fifteen (15) calendar days or a time frame and method designated within association governing documents.

RP-2017-546478

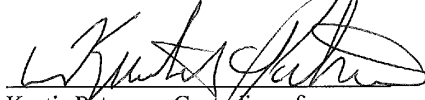
AFFIDAVIT

STATE OF CALIFORNIA §
 §
COUNTY OF SAN DIEGO §

In support of the Official Election Certification, and Report of the Inspectors of Election filed herein by THE INSPECTORS OF ELECTION, LLC, the undersigned affiant personally appeared before me and, being duly sworn did make this affidavit and thereby on oath deposed and testified as follows:

“My name is KURTIS PETERSON. I am over eighteen years of age, am of sound mind, have never been convicted of any crime or offense, and I have personal knowledge of every statement herein made. I am in all respects competent to make this affidavit and to testify to those matters addressed herein. I am the Custodian of the Books and Records of The Inspectors of Election, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of California. The books and records of The Inspectors of Election, LLC, are kept in its regular course of business, and it was in the regular course of business of such entity for an employee or agent of the entity, with knowledge of the act(s), event(s), condition(s), opinion(s), or diagnoses recorded within such books and records to make such records or to transmit information thereof to be included in such records. Such records were made in connection with the attached Official Election Certification, and all such records, as reflected within the Official Election Certification are true and accurate and of my personal knowledge.

All facts recited and statements made herein are true, correct and in all respects accurate.”

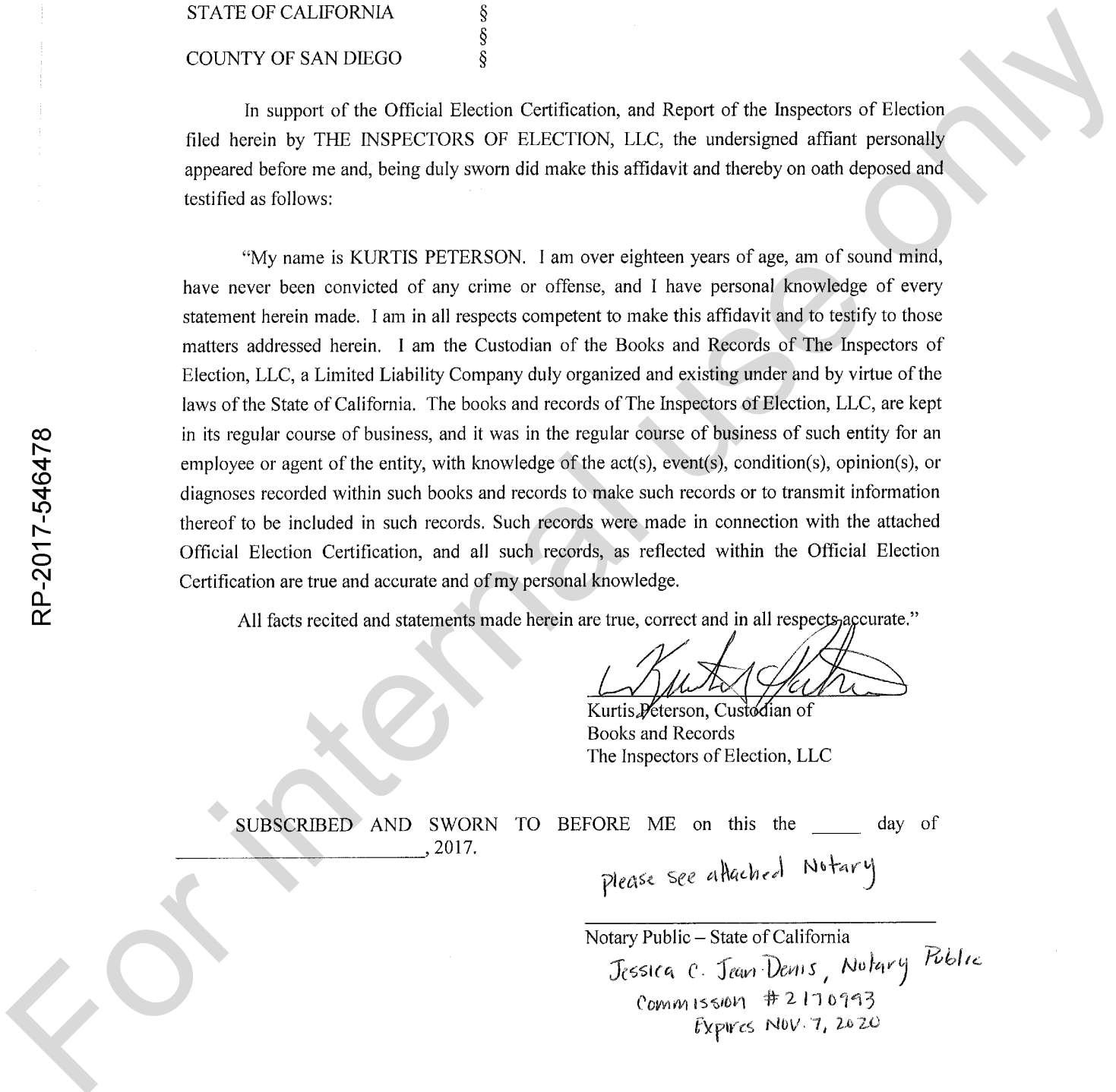

Kurtis Peterson, Custodian of
Books and Records
The Inspectors of Election, LLC

SUBSCRIBED AND SWORN TO BEFORE ME on this the ____ day of _____, 2017.

please see attached Notary

Notary Public – State of California
Jessica C. Jean-Denis, Notary Public
Commission # 2170993
Expires NOV. 7, 2020

RP-2017-546478

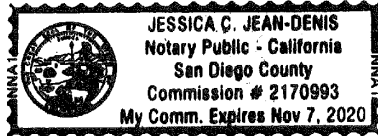


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 28
day of November, 2017, by Kurtis Peterson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to be "J. Jean-Denis", written over a horizontal line.

RP-2017-546478

RETURN:

Treece Law Firm
1020 Bay Area Boulevard
Suite 200
Houston, Texas 77058

RP-2017-546478

RP-2017-546478
Pages 21
12/13/2017 10:16 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$92.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS