

**2023 OMNIBUS AMENDMENT TO THE RESTRICTIONS, CONDITIONS,
AND COVENANTS OF BRIARWOOD SUBDIVISION**

BRIARWOOD PROPERTY OWNERS ASSOCIATION, a Texas Nonprofit Corporation created on May 18, 1978, with its offices and principal place of business in Bellville, Austin County, Texas, is the administrative body for all real property situated in Austin County, Texas, known as Briarwood Subdivision “Subdivision”, according to the Plat filed for record in the Office of the County Clerk of Austin County, Texas on April 14, 1980 and recorded in Volume 1, Page 45, of the Plat Records of Austin County, Texas.

The following amendments and deed restrictions will replace the following documents:

DESCRIPTION

Restrictions, Conditions, and Covenants of Briarwood Subdivision
File 78-3067, File Date 6/23/1978

Restrictions, Conditions, and Covenants of Briarwood Subdivision Section Two
File 80-1778, File Date 4/21/1980

Restrictions, Conditions, and Covenants of Briarwood Subdivision Section Three
File 81-3121, File Date 7/17/1981

Restrictions, Conditions, and Covenants of Briarwood Subdivision Section Four
File 83-0738, File date 02/22/1983

Restrictions, Conditions, and Covenants of Briarwood Patio/Townhome Addition
Section Six
File 83-5804, File Date 12/20/1983

Restrictions, Conditions, and Covenants of Briarwood Subdivision Section Five
File 84-0883, File Date 1/11/84

Restrictions, Conditions, and Covenants of Briarwood Subdivision
File 96-5325, File Date 11/29/1997.

RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO ALL LOTS IN THE BRIARWOOD SUBDIVISION

DEFINITIONS:

The following words in this document shall have the following meaning:

“Architectural Committee” or “AC” or “Committee” means the Architectural Committee as described in Article IV of this document.

“Assessments” means the Annual Assessments and any Special Assessments levied for the Association as determined by the Board of Directors.

“Association” means the Briarwood Property Owners Association, a Texas non-profit corporation, and its successors and assigns.

“Board of Directors” or “Board” means the governing body of the Association, the elections and procedures as set forth in the Articles of Incorporation and the Bylaws of the Association. Should there be a conflict between the Bylaws and the Restrictions, the Restrictions will control.

“Common Facilities” means any property, real, or personal, owned or held by the Association for the common use and enjoyment of the members of the Association.

“Dwelling” or “Dwelling Unit” means any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence.

“Lot” or “Lots” means, with respect to any Property for which a subdivision map has been recorded in the map or plat records of Austin County, Texas.

“Majority Member Vote” means the approval of 67% of the total number of eligible votes of members who either are voting in person or by proxy at a meeting at which a quorum exists.

“Member” means and refers to each owner.

“Occupant” means any person occupying all or any portion of a residence within the Association for any period of time, regardless of whether person is a tenant or the Owner.

“Owner” means the record Owner, whether one or more persons, of fee simple title to any Lot.

“Person” means any natural person, corporation, joint venture, partnership, association, trust, or other legal entity.

“Quorum” for the purposes of the Annual Meeting, any Special Meeting or a Special Meeting to Amend the Restrictions, Conditions and Covenants means the presence in person or by proxy of Owners holding fifty-one percent (51%) or more of the lots in the Subdivision. Each lot shall be entitled to one (1) vote. “Quorum” for the purpose of a Board of Directors Meeting means the presence in person of fifty-one percent (51%) or more of the members of the Board.

“Resident” means each person (not otherwise an Owner or Member) authorized by an Owner to reside within an Owner’s Dwelling Unit.

ARTICLE I - MAINTENANCE

1.01 Purposes. Except as hereinafter provided, all lots shall exclusively be used for single family residential purposes. Commercial signs are expressly prohibited except for signs advertising the property for sale.

1.02 Enforcement. At its option the Board has the exclusive authority and may enforce any and all Bellville City ordinances as well as the Rules defined in section 3.02.

1.03 Short term/Vacation rental. The use of a Lot for short term and/or vacation rental (e.g. through such as Airbnb, VRBO, HomeAway, FlipKey, or otherwise) is strictly prohibited. A short-term rental is defined as rental or lease of any Lot or a portion of any Lot for a duration of less than three (3) consecutive months.

1.04 Pets. No owner shall ever keep or maintain more than three dogs and/or three cats on any lots. Dogs and cats shall mean any dog or cat over four months old.

1.05 Trash. No part of the Subdivision or any lot shall be used for the dumping of rubbish, trash, or other waste. All trash, garbage, and other wastes shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All household and yard tools and equipment shall be kept out of sight

in enclosed storage areas except when in use. Sanitary containers must be kept at the side of the house or out of sight except when in use. Sanitary containers may not be stored on the front porch. All containers or other equipment for the storage or disposal of trash and/or waste shall be kept clean and in good repair.

1.06 Grass. The owners or occupants of all lots shall at all times keep all the weeds and grass cut in a sanitary, healthful, and attractive manner, and shall in no event use any lot for storage of material and equipment except for normal residential requirements. No weeds or grass shall be allowed to grow above an average height of nine inches unless approved by the Board. In the event of default on the part of the owner or occupant of any lot in observing the above stated requirements, the issue will be taken to the Board. In the event the owner is not able to maintain the requirement, the Association may, upon notification to the Owner, cut or cause to be cut, the weeds, and grass, and remove or cause to be removed the garbage, trash, rubbish, etc. so as to place the lot in a neat, attractive, healthful, and sanitary condition. The Association may bill either the Owner or occupant of the lot for the cost of the work. The owner or occupant agrees by the purchase or occupation of any lot to pay the bill or statement immediately upon receipt. The Association shall have a lien and charge against any lot for any such monies so advanced, and the failure to observe these covenants shall constitute a breach of any Contract for the purchase of a lot.

1.07 Single Family. No lot in the Subdivision shall be subdivided or a portion conveyed except as between respective owners of full lots contiguous; and any attempt to otherwise subdivide ownership of a lot shall be absolutely void. No dwelling or residence shall be erected upon any parcels less than one full lot as shown on the plat of the Subdivision. No dwelling or residence other than single family dwellings or residences shall be erected upon any lot or lots except in Reserves C, D, E, and G of Section One, in which multifamily dwellings or residences may be erected. Nothing shall prohibit the construction of a single residence on two or more contiguous lots, in which case the lots shall be considered as one lot for building purposes and maintenance fund assessment.

1.08 Pool. All recreational facilities owned by the Association shall be for the use and benefit of the property Owners, their families, renters, and guests only, and are to be used by them at their own risk. However, the Association may enter into agreements with other persons owning property in the Subdivision for the use of the pool and other recreational facilities. The Association assumes no liability for the theft, loss, damage, or injury to anyone.

ARTICLE II - STRUCTURES

2.01 Materials. All structures and improvements placed upon any lot shall be constructed of new materials (except for architectural items not affecting the structural integrity of the improvements to be made, used for decorative effect, and approved by the AC). All improvements made a part of a lot shall be erected and constructed on the lot. No prefabricated structure may be placed upon a lot and used as a residence, garage, or a carport.

2.02 Metal. No sheet metal or metal panels shall be used in any outbuildings unless such sheet metal panels have factory applied paint or be factory anodized. Any metal outbuilding, storage building, or tool house not built by commercial manufacturers along with metal or fiberglass carports are expressly prohibited.

2.03. Improvements. No improvements shall be placed on any lot until the building plans, specifications, and plot plans showing the location of the improvements on the lot have been approved in writing by the AC. Likewise, the alteration of any existing improvements which materially affects or changes the exterior designs may not be made until the plans for the alterations have been approved in writing by the Committee. In the event the Committee disapproves of any plans, the notice shall set forth the elements disapproved and the reason or reasons therefor, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Committee in this respect shall be in the exercise of its sole and absolute discretion. An Owner may appeal the decision of the AC to the Board of Directors. An appeal must be made in writing and delivered to the Board within 60 days of the disapproval, stating the reason why the improvement should be approved. The Board shall notify the Owner in writing of the date that the appeal will be considered. The decision of the Board shall be final and conclusive. If the Committee fails to approve or disapprove any plans, specifications and/or plot plans within 30 days after being received by the Committee, it will be presumed that they have been approved. If the construction of the improvements for which the plans, specifications, and/or plot plan have been submitted is not concluded within six months of the date of approval by the Committee, the approval and the authority shall become null and void unless the Committee shall grant a specific extension in writing.

2.04 Dried In. Each dwelling, once commenced, must be “dried in” within six months from the date commencement. The term “dried in” means that the exterior must have the appearance of being a complete house, including all necessary windows, doors, roof, paint, and trim.

2.05 Square Feet. No house may be constructed or covered with tar paper, metal, or any other material other than that customarily used for the erection of houses in the price range contemplated by and set forth in these restrictive covenants. All dwellings shall have a minimum of one thousand five hundred (1500) square feet of living area, not counting stoops, porches, screened-in patios, verandas, or like areas.

2.06 Set Back. No part of any building shall be located on any lot nearer than 20 feet to any street. No part of any building shall be located nearer than ten feet to any interior lot line or five feet with detached garage or a garage attached only be a breeze-way, except that in the event of common ownership of more than one lot in the construction of one dwelling on more than one lot, the combined area owned shall be considered as one lot. The building set back lines may be modified by the AC, if the above described distances are not feasible, considering the terrain and/or dimensions of the lot.

2.07 Temporary Structures. No tent, shack, camper or other outbuilding or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent, nor shall any structure of a temporary character every be used in any way or moved onto or permitted to remain on any lot except during the construction of permanent structures.

2.08 Fence. No fence, wall, or hedge shall be located nearer any front street line than thirty feet or nearer any side street line than twenty five feet. No fence or wall having a height greater than seven feet shall be constructed or permitted to remain in the Subdivision. All fencing materials used in the design of the fence shall be approved by the AC prior to erection.

2.09 Vehicles and Parking. Both prior to and after the occupancy of a dwelling on any lot, the owner shall ensure compliance with the following vehicle policies: an owner may leave tractors, campers, camper trailers, boats, trailers, other watercraft, motor homes or similar vehicles in the owner's driveway for a period of time not to exceed five days out of any one month for the purpose of cleaning and maintenance. The Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on the streets in the Properties. 18-wheelers, rigs, and box trucks are prohibited.

a. The Board may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations.

b. Tractors, campers, camper trailers, boats, trailers, other watercraft, motor homes or similar vehicles shall be parked only in enclosed garages or areas, if any, designated by the Board in its sole discretion. Stored vehicles and vehicles which are either obviously inoperable or without current licenses shall not be permitted to be stored on the Property except within enclosed garages. Vehicles that become inoperable while on the Property must be removed within seventy-two hours. For purposes of this Section, vehicle(s) shall be considered “stored” if it is put on blocks or covered with a tarpaulin and remains on blocks or so covered for five consecutive days. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during the daylight hours for such a period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property. Any vehicle parked in violation of this section or parking rules promulgated by the Board may be towed.

2.10 Dwellings. All dwellings and other structures shall be kept and maintained in good repair and must be painted, treated, or cared for when necessary to preserve their attractiveness.

ARTICLE III - MAINTENANCE FUND

3.01 Purpose. The purpose of the Briarwood Property Owners Association is to promote the civic interests of persons owning or occupying lots in the Subdivision, to promote safety and health of persons, security protection for persons, and the promotion of cleanliness, beautification, and protection of the property. Accordingly, each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time-to-time. The annual and special assessments, together with interest, late fees, costs of collection and reasonable attorney’s fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorney’s fees shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment became due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

3.02 Rules. To accomplish its purposes, the Association shall have the right to make rules and regulations to govern the use of all public areas in the Subdivision. The Association may only sell or dispose of any public areas in the Subdivision after receiving ratification of the proposed sale or disposal by a majority vote of the Members who attend a Special Meeting called for that purpose. For that Special Meeting, a sufficient quorum to decide the issue will be based on the number of Members in actual attendance. It shall also have the right to make assessments against the lots for the use in the maintenance of public areas. The Association shall expressly have the right to:

a. Collect and expend, in the interest of the Subdivision as a whole, the maintenance fund;

b. Enforce these covenants and restrictions by appropriate proceedings (but this power shall not be exclusive and may also be exercised by any lot owner in the Subdivision); and

c. Enforce any lien imposed on any part of the Subdivision by reason of the violation of any of these covenants or restrictions, or reason of failure to pay the maintenance charge, and to execute a release upon performance; and,

3.03 Membership. Each lot owner shall be a member of the Association by virtue of ownership. Each Owner shall have rights and privileges, in connection with the Association, as may from time-to-time be specified in its Articles of Incorporation and Bylaws.

3.04 Covenants. The Association shall have the right to enforce any and all of the protective covenants contained herein, and has the right to contract for the performing of services which will remedy the breach of any covenant and assess the cost of services against the particular Lot Owner. Each instrument of conveyance of any Lot in the Subdivision shall make reference to these restrictions and shall contain a Vendor's Lien in favor of the Association securing the performance of these restrictions. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, a late fee of \$10.00 per month will be assessed against the Owner, 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 action shall be added to the amount of assessment. Each Owner, by acceptance of a deed to a Lot, expressly vests in the Association or its agents the right and power

to bring all actions authorized by the Texas Property Code against Owner personally for the collection of charges as a debt and to enforce the lien by all methods available for the enforcement of liens. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same; and to subrogate so much of its right to liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for by non-use of the Common Area or abandonment of any Lot.

3.05. Vacant lot. Each vacant lot and each dwelling in the subdivision, is subject to annual maintenance charge. This maintenance charge is to be known as the "maintenance fund" and shall be paid annually in advance on October 15th of each year and payable to the Briarwood Property Owner's Association at its office in Bellville, Texas or such other place as it shall be designated in writing and said charge and lien are assigned to the Briarwood Property Owner's Association. The maintenance charge for the year of purchase shall be prorated as of the date of the purchase. The annual maintenance charge to be adjusted from year-to-year by the Briarwood Property Owner's Association, at a meeting called for that purpose where a majority of lot owners and purchasers are present, at that meeting, or those voting by proxy or ballot delivered or mailed to the Association office by U.S. Mail, such majority constituting a quorum. For the purposes of this section the term "dwelling" includes without limitation a single family residence, a townhouse unit, a condominium unit, a duplex unit, an apartment unit and/or any like structure in which people reside.

3.06 Funds. Funds arising from the charge shall be applied, so far as sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: enforcing compliance with these restrictions, improving and maintaining the public areas and doing other things necessary or desirable in the opinion of the Association to keep the property and the common facilities operating, maintained and in neat and good order, or anything which it considers of general benefit to the owners or occupants of the addition, it being understood that the good faith judgment of the Association in the expenditure of funds shall be final.

3.07 Deed. By acceptance of deed or execution of contract for deed, each purchaser agrees and consents to such maintenance charge, and acknowledges the lien for

enforcement or collection thereof. Said lien shall be deemed subordinate only to purchase money mortgages or tax liens.

ARTICLE IV - ARCHITECTURAL COMMITTEE

4.01 Architectural Committee. AC shall mean a committee of five members, all of who shall be appointed by the Board of Directors of the Association. The AC is authorized but not obligated to retain the services of consulting architects, landscapers, urban designers, engineers, inspectors, and/or attorneys, which need not be members of the Association. Members of the AC appointed by the Board of Directors of the Association shall serve a term as may be designated by the Board of Directors of the Association. The Board of Directors of the Association may remove a committee member at any time. Nothing shall be approved that will result in a violation of any of the provisions of this document upon completion of construction or that will constitute a nuisance or an unreasonable interference with the use and enjoyment of other property within the Property. The AC may, at its sole discretion, retain, and/or delegate review of the plans and specifications to retained professionals to review same, who may then render an opinion to the AC.

4.02 Approval of Improvements Required. Notwithstanding anything contained in this document to the contrary, the approval of a majority of the AC or the approval of the Board of Directors of the Association shall be required for the construction of the initial dwelling unit on a lot (“new lot”) or any other improvement to property on any of the properties before commencement of construction of such improvement to property. The AC will be in charge of approving all improvements to property, subject to an appeal to the Board of Directors. The Board and the AC are each sometimes referred to as the “Approval Entity”.

4.03 Address of Association. The address of the AC and the Board of Directors of the Association shall be the office address of the registered agent of the Association, as may be found in the records of the Texas Secretary of State or the Texas State Comptroller’s office.

4.04 Submission of Plans. Before commencement of work to accomplish any proposed improvement to property, the Owner proposing to make such improvement to property shall submit to the AC at its respective office copies of descriptions, surveys, plot plans, drainage plans, elevations drawings, construction plans, specifications, and samples of material and colors as the AC reasonably shall

request, showing the nature, kind, shape, heights, width, color, materials, and location of the proposed improvement to property, as maybe more particularly described from time-to-time in any minimum construction standards and/or architectural guidelines adopted by the AC. The AC may require submission of additional plans, specifications, or other information before approving or disapproving the proposed improvement to property. Until receipt by the AC all required materials in connection with the proposed improvement to property, the approval entity may postpone review of any materials submitted for approval.

4.05 Inspection of Work. The Approval Entity or its duly authorized representative shall have the right, not the obligation, to inspect any improvement to property before or after completion with five day written notice to homeowner.

4.06 Notice of Noncompliance. If, as a result of inspections or otherwise, the Approval Entity finds that any improvement to property has been constructed or undertaken without obtaining the approval of the Approval Entity or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Approval Entity or has not been completed within the required time period after the date of approval by the Approval Entity, the Approval Entity shall notify the Owner in writing of the noncompliance. The Notice of Noncompliance shall specify the particulars of the noncompliance and shall require the Owner to take action as may be necessary to remedy the noncompliance within the period of time set forth.

4.07 Correction of Noncompliance. If the Approval Entity finds that a noncompliance continues to exist after such time within which the Owner was to remedy the noncompliance as set forth in the Notice of Noncompliance, the Association may, at its option but with no obligation to do so: (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the office of the County Clerk of Austin County, Texas; (b) remove the noncomplying improvement to the property; and/or (c) otherwise remedy the noncompliance (including, if applicable, completion of the improvement in question), and, if the Board elects to take any action with respect to such violation, the Owner shall reimburse the Association upon demand for all expenses incurred. If expenses are not promptly repaid by the Owner to the Association, the Board may levy an Assessment for costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Association to take such action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this document, or otherwise.

4.08 No Implied Waiver. Specifically, the approval by the AC of any improvement to property shall not be deemed a waiver of any right against withholding approval or consent for any similar improvement to property of any similar proposals, plans, specifications, or other materials submitted.

4.09 Power to Grant Variances. Each Approval Entity may authorize variances from compliance with any of the provisions of this document (except for the provisions relating to single family residential construction and use), including restrictions upon placement of structures, the time for completion of construction of any Improvement to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Variances must be in writing and shall be effective when signed by at least a majority of the Members of the Approval Entity. If any variance is granted, no violation of the provisions of this document shall be deemed to have occurred with respect to the matter for which granting the variance was granted. Provided, however, that the granting of a variance shall not operate to waive any other section of this document for any purpose except as to the particular property and particular provision covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Approval Entity other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the concerned lot.

4.10 Compensation of AC. The Members of the AC shall be entitled to reimbursement by the Association for reasonable expenses incurred by them in the performance of their duties as the Board from time-to-time may authorize or approve.

4.11 Non-liability for Approval Entity Action. None of the members of the AC, the Association, or members of the Board of Directors shall be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of any Approval Entity except for the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Approval Entity shall not be responsible for reviewing, nor shall its approval of an Improvement to Property be deemed approval of, the Improvement to Property from the standpoint of safety, whether structural or otherwise, or conformance with building codes, or other governmental laws or regulations. Furthermore, none of the members of the AC, and none of the members of the Board of Directors shall be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another

such individuals, whether such other individuals were acting on behalf of the Association, the AC, the Board of Directors, or otherwise. Finally, neither the Association, the Board, the AC, or their officers, agents, members, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements, or portion thereof, or for failure to repair or maintain the same.

ARTICLE V - ADDITIONAL ARCHITECTURAL RESTRICTIONS

5.01 Antennas and Dish-Type Devices. No direct broadcast satellites, multi-channel multipoint distribution type devices, and microwave broadband transmitters and receivers (referred to collectively as “Dish Type Devices”) which exceed one meter in diameter is permitted on any Lot. The Board of Directors is empowered to modify this provision by majority vote of the Board of Directors as technology evolves.

5.02 Utility Lines. All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be installed in underground conduits or other underground facilities unless otherwise approved in writing by the AC, and shall be maintained at all times by the owner of the Lot upon which it is located, with the exception of metering devices and pump stations.

5.03 Pools. No above-ground swimming pools visible from the street shall be erected, constructed, or installed on any lot.

5.04 Basketball Goals. No basketball goals shall be erected in front of the building line or within 3 feet of any side lot line.

5.05 Solar Energy Devices. The Association retains the right to approve the placement of any Solar Energy Devices if, in the written opinion of the Association, the placement of the device as proposed by the property Owner constitutes a condition that substantially interferes with the use of an enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Association shall be the sole arbiter to determine whether a proposed Solar Energy Device constitutes such a condition, save and except that the written approval of all home Owners adjacent to the proposed Device shall create a rebuttable presumption that such a condition does not exist.

5.06 Clotheslines. No clotheslines shall be erected or installed and no clothing linens or other material shall be aired or dried so as to be visible from the Common Property or any street.

5.07 Rainwater Harvesting System. A rain barrel or other approved Rainwater Harvesting System may be installed in a fully enclosed and fenced yard or patio owned and maintained by the property owner.

5.08 Display of Flags. All displayed flags, flagpoles, and flagpoles brackets must be maintained in good condition. In the event that any displayed flag, flagpole, or flagpole bracket which is not, in the judgment of the Association maintained in good condition, Owner shall be responsible for repairing, replacing, or removing the displayed flag, flagpole or flagpole bracket, upon written request of the Association the Association shall be the sole arbiter to determine whether such a condition exists.

(a) No flagpole located in or on an owner's property may exceed twenty (20) feet in height.

5.09 Xeriscaping. Pursuant to Texas Property Code 202.007 (a) (4), 202.007 (d) (8), and 202.007 (d-1), Owners have been given the limited right to install drought-resistant or water conserving natural turf.

(a) Any xeriscaping plans must be approved by the AC.

5.10 Standby Electric Generators. Owners have the limited right to own, operate, install, and maintain a permanently installed standby electric generator. Any generator will follow and pursuant to the Texas property code.

(a) A generator is defined as a device that converts mechanical energy to electrical energy and is:

i. fully enclosed in an integral manufacturer-supplies sound attenuating enclosure; and,

ii. connected to the main electrical panel of a residence by a manual or automatic transfer switch.

(b) A plan for use and placement of a generator will be approved by the AC in accordance to the regulations and polices previous set within this document.

(c) Professional Installation Required. Any owner seeking to operate, install or maintain a Generator with the Association must utilize licensed contractors to install any and all electrical, plumbing, and fuel line connections.

(d) Maintenance. For any and all generators located within the Association, all such generators and their respective electrical lines and fuel lines must be maintained in good condition at all times.

(e) Screening. All generators within the Association must be screened from view if:

i. The generator is visible from the street faced by the dwelling.

ii. The generator is located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the Property Owners' Association; or,

iii. The generator is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Property Owner's Association.

(f) Testing. The owner of any generator within the Association must perform periodic tests of the generator in accordance with the recommendations of the National Fire Protection Association, pursuant to NFPA 110: Standard for Emergency and Standby Power Systems.

(g) Use Prohibition. No owner may utilize any generator to generate all or substantially of the electrical power to a residence, except when utility generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(h) Location. No owner may install a generator on the property owned or maintained by the Association.

5.11 Window Treatment. No window in any dwelling unit or other improvement that is visible from any other lot or a street may be covered with aluminum foil or any other reflective material.

5.12 Air Conditioners. No window, or wall type air conditioner that is visible from any street shall be used, placed, or maintained on or in any improvements.

ARTICLE VI - RECORD RETENTION

6.01 Inspection of Records. The members shall have the right to inspect the books and records of the Association at reasonable times during normal business hours, upon Proper Request as detailed below:

a. Written Request. The records of the Association are available for inspection by the Owners, provided that the Owner(s) make such designation in writing. The written request must contain sufficient detail to identify the records requested.

b. Association and Board Documents. Originals and/or copies of agendas, meeting minutes, proposals, meeting notices, sign-in sheets, proxies, ballots, and tally sheets pertaining to Annual and Special Meetings of the Association Members, as well as agendas, proposed and approved Board Resolutions, for all meetings of the Association's Board of Directors shall be kept in the offices of property management for a period of two years, after which such records may be stored off-site at any appropriate location. After the expiration of seven years, such documents may be destroyed.

ARTICLE VII - FINES

7.01 Violations. Violations of these policies will result in the following action by the Association:

1st Violation - Warning letter, no fine, 30 days to cure. The warning letter will state the next date and time of a board meeting. This will provide the owner the opportunity to contest the validity of the violation.

2nd Violation (within six months) - Warning letter, \$75.00 fine.

3rd Violation (within six months) - Warning letter, \$100.00 fine.

Subsequent Violation (within six months) - Additional weekly fine of \$25.00 per week.

7.02 Fines. Successive fines may be imposed against a single owner or resident for the same type or for different violations as set forth in each violation notice. Such fines(s) shall become immediately due and payable. The collection of fines will be dealt with in the same manner as any past due debt to the Association. Collection of fines will be administered by the managing agent or legal counsel for the

Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violations, shall be assessed or billed to the violating owners' and/or tenant's account. Fine adjustments may be modified by the board's discretion.

ARTICLE VIII - GENERAL PROVISIONS

8.01 Protective Covenants. These protective covenants shall be binding on or inure to the benefit of the Owners, and all persons including the Association, and all other persons claiming by, through or under them, until January 1, 2040, after which time they shall be automatically extended for the successive periods of ten years each unless an instruments signed by the Association and approved by a majority member vote of the Lot owners has been recorded, agreeing to a change in whole or part.

8.02 Amendments. The protective covenants may be amended at any time, after an instrument signed by the Association, together with a majority member vote (67%) of lot owners.

8.03 Enforcement. These protective covenants may be enforced by the Board of Directors representing the Association, or by the Owner of any lot in the Subdivision either by proceedings for injunction or to recover damages for breach thereof or both. When additional Lots are platted, the Owners of lots in the Subdivision shall have standing to enforce the protective covenants applicable to the subsequent Lots. Likewise, the property Owners in additional Lots shall have standing to enforce the restrictions, covenants, and conditions. However, only the Association, may file suit to collect any of the assessment or sums mentioned in Article III above or to enforce the foreclosure of any lien. Any suit shall be filed in any court of competent jurisdiction with venue in Austin County, Texas.

8.04 Contract. Anyone who has executed a contract to purchase any Lot shall be deemed for all purposes to be the Owner of such Lot if they have the right under a contract to possession of the Lot, whether or not such right is conditional or limited.

8.05 Validity of Covenants. If any provision or portion of these protective covenants shall be declared invalid by judgment, court order, or otherwise, it shall not affect or invalidate any other provisions or portion. Failure to enforce any one of or more provisions shall not constitute a waiver or invalidate such provision or provisions.

IN WITNESS WHEREOF, the corporation has caused its corporate name to be affixed and this instrument to be executed by Brandi Kuecker, President of the Association, which officer is duly authorized to so execute by a Resolution of the Board of Directors of corporation.

WITNESS THE EXECUTION, on _____ 2023.

BRIARWOOD PROPERTY
OWNERS ASSOCIATION

Brandi Kuecker, President

STATE OF TEXAS
COUNTY OF AUSTIN

This instrument was acknowledged before me on _____ 2023, by Brandi Kuecker, President of BRIARWOOD PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of corporation.

Notary Public In and For the State of Texas
My commission expires: