



**SUBDIVISION INFORMATION, INCLUDING
RESALE CERTIFICATE FOR PROPERTY SUBJECT TO
MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION**

(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 3300 Lewisburg Court (Street Address), City of Bryan, County of Brazos, Texas, prepared by the property owners' association (Association).

- A. The Property is is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.
- B. The current regular assessment for the Property is \$ 350.00 per year.
- C. A special assessment for the Property due after this resale certificate is delivered is \$ _____ payable as follows _____ for the following purpose: _____.
- D. The total of all amounts due and unpaid to the Association that are attributable to the Property is \$ 400.00.
- E. The capital expenditures approved by the Association for its current fiscal year are \$ 23,366.00.
- F. The amount of reserves for capital expenditures is \$ 23,366.00.
- G. Unsatisfied judgments against the Association total \$ 0.00.
- H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there are are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: _____.
- I. The Association's board has actual knowledge has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are _____.
- J. The Association has has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.
- K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is \$ 150.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee). BHHS Caliber Realty

TREC NO. 37-5

Subdivision Information Concerning 3300 Lewisburg Court Page 2 of 2 2-10-2014
Bryan, TX 77808-2106
(Address of Property)

L. The Association's managing agent is Suzan Reed, REALTOR / HOA Mgmt. BHHS- Caliber Realty
(Name of Agent)

700 University Drive East, Suite 108, College Station, TX 77840

(Mailing Address)

(979)703-1819

(Telephone Number)

(Fax Number)

hoa@bhhs caliber.com

(E-mail Address)

M. The restrictions do do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.

REQUIRED ATTACHMENTS:

1. Restrictions
2. Rules
3. Bylaws
4. Current Balance Sheet
5. Current Operating Budget
6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities
7. Any Governmental Notices of Health or Housing Code Violations

NOTICE: This Subdivision Information may change at any time.

Greenbrier Homeowner Association

Name of Association

By: Keely Wachel

Print Name: Keely Wachel

Title: HOA Admin & New Member Specialist

Date: February 9, 2024

Mailing Address: 700 University Drive East, Suite 108, College Station, TX 77840

E-mail: hoadocs@bhhs caliber.com

This form has been approved by the Texas Real Estate commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 37-5. This form replaces TREC No. 37-4.

TREC No. 37-5

Greenbriar 2024 Budget

GL Account	Income (424 @ \$350)	
4101	HOA Dues Income	\$148,400.00
	Total Estimated Income	\$148,400.00
	 Expenses	
5000	Management Fees	\$16,704.00
5003	Postage	\$1,000.00
5016	Website	\$500.00
5017	Meeting Expense	\$425.00
5063	Liability Insurance	\$2,700.00
5064	D&O Insurance	\$1,225.00
5071	Accounting Fees	\$600.00
5072	Legal Fees	\$5,000.00
5005	Lawn Care	\$41,021.00
5006	Irrigation Repairs	\$4,000.00
5013	New Plantings	\$5,000.00
5015	Mulch/Color Change	\$5,000.00
5019	Drainage Improvements/Repairs	\$9,000.00
5016	Tree Removal	\$7,000.00
5100	Miscellaneous	\$10,000.00
5200	Supplies	\$600.00
5301	Property Taxes	\$60.00
5406	Sprinkler	\$6,000.00
5610	Office Supplies	\$600.00
5092	HOA Technology	\$600.00
5660	Contingency/Reserves	\$31,365.00
	Total Expenses & Reserves	\$117,035.00

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GREENBRIER PHASE 8/10**

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Greenbrier Phase 8/10, is made effective as of the 25th day of July, 2013, by Carter Arden Development, LLC and Homewood, LLC (collectively, "Declarant"):

PREAMBLE

Declarant is the owner and developer of thirty (30) single-family Lots located in Greenbrier Phase 8/10 according to plat recorded in Volume 11505, Page 95, Official Records of Brazos County, Texas ("Phase 8/10").

The purpose of this Supplemental Declaration is to impose certain requirements on Phase 8/10 as allowed by the Declaration of Covenants, Conditions and Restrictions of Greenbrier recorded at Volume 11230, Page 197, Official Records of Brazos County, Texas (the "Declaration"). All capitalized terms not defined herein have the meanings ascribed to them in the Declaration.

DECLARATION

Declarant hereby declares that the residential lots within Phase 8/10 are and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to this Supplemental Declaration and the covenants, conditions and restrictions set forth as follows:

1. Notwithstanding anything in Section 3.24 of the Declaration to the contrary, the rear yard located on each Lot within Phase 8/10 shall be fenced with a six foot (6') tall wooden fence of standard grade cedar or fir. Such fence shall be located along the rear and side boundary lines of each Lot and shall be connected to each side of the main dwelling on the Lot with a wooden gate on at least one side.
2. Notwithstanding anything in the Declaration to the contrary, unless an exception is granted by the Architectural Committee, all single family dwellings within Phase 8/10 shall contain no less than 2,000 square feet of enclosed living space, exclusive of all porches (open or covered), decks and garages.
3. In the event of a conflict between the Declaration and this Supplemental Declaration concerning a Lot in Phase 8/10, the provisions of this Supplemental Declaration will control.

[Signature page follows.]

Witness the hand of an authorized representative of Declarant on the acknowledgment date noted below.

CARTER ARDEN DEVELOPMENT, LLC

By: Steve Arden
Steve Arden, Manager

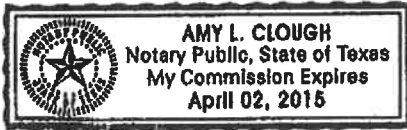
HOMEWOOD, LLC

By: Anne R. Carter
Anne R. Carter, Member

STATE OF TEXAS § (ACKNOWLEDGMENT)

COUNTY OF BRAZOS §

This Instrument was acknowledged before me on the 27th day of June, 2013, by Steve Arden, Manager of Carter Arden Development, LLC, a Texas limited liability company, on behalf of said company.

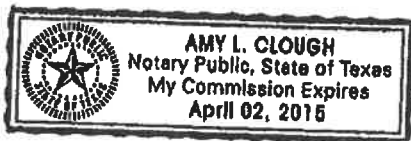


Amy L. Clough
Notary Public, State of Texas

STATE OF MARYLAND ~~Texas~~ § (ACKNOWLEDGMENT)

COUNTY OF BALTIMORE ~~Brazos~~ §

This instrument was acknowledged before me on the 26th day of June, 2013, by Anne R. Carter, Member of Homewood, LLC, a Texas limited liability company, on behalf of said company.



Amy L. Clough
Notary Public, State of Maryland

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of the lien on a portion of the Property, consents to the foregoing Supplemental Declaration and the covenants, conditions, restrictions and easements contained therein, and lienholder hereby subordinates its lien to the rights and interests of the Supplemental Declaration, such that a foreclosure of the lien shall not extinguish the covenants, conditions, restrictions and easements contained in the Supplemental Declaration.

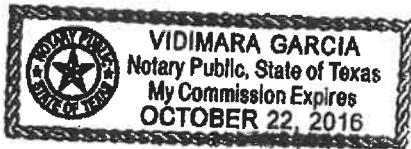
PROSPERITY BANK

By: [Signature]
Name: KEN MEDDELS, JR.
Title: BANKING CENTER PRESIDENT

THE STATE OF TEXAS § (ACKNOWLEDGMENT)
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 27 day of June, 2013, by [Signature], of PROSPERITY BANK, on behalf of said banking institution.

[Signature]
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
The Ellison Firm
P.O. Box 10103
College Station, Texas 77842-0103

PREPARED IN THE LAW OFFICE OF:
The Ellison Firm
302 Holleman Drive East, Suite 76
College Station, Texas 77840-7000

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

05 stamped hereon by me.
Jul 26, 2013

BRAZOS COUNTY

Filed for Record in:
BRAZOS COUNTY
Date: Jul 26, 2013 at 01:59P
As a
Recording
Document Number: 01164623
Amount 24.00
Receipt Number - 479179
By: Cathy Barcalona
COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BYLAWS of GREENBRIER OWNERS ASSOCIATION, INC.

Property Owners Association: Greenbrier Owners Association, Inc. (the "Association"), a Texas nonprofit association, established by the certificate of formation filed with the secretary of state of Texas on July 10, 2013 under file number 801814481.

Principal Office: 700 University Drive East, Suite 108, College Station, Texas 77840. The Property Owners Association may have other offices.

Declaration: The Declaration of Restrictive Covenants of the Greenbrier Subdivision, recorded in Volume 11230, Page 102 of the Official Public Records of Brazos County, Texas, as amended and supplemented from time to time.

Definitions: Capitalized terms used but not defined herein have the meanings set forth in the Declaration.

Voting Members: Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members

1. *Membership.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has three classes of voting Members:

- a. *Class A.* Class A Members are all Owners of Lots, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner of a Lot, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* Class B Members are all Owners of Commercial Lots, other than Declarant. Class B Members have one vote per Commercial Lot. When more than one person is an Owner of a Commercial Lot, each is a Class B Member, but only one vote may be cast for a Commercial Lot.
- c. *Class C.* The Class C Member is Declarant and has four votes for each Lot owned and sixteen votes for each acre of Property owned that has not been subdivided into Lots or Commercial Lots. The Class C membership ceases and converts to Class A or Class B membership, as applicable, on the earlier of—
 - i. when the Class A and Class B Members' votes together exceed the total of Class C Member's votes; or
 - ii. the date specified in the Declaration.

2. *Place of Meeting.* Members meetings will be held at the Association's Principal Office or at another place designated by the Board.

3. *Annual Meetings.* The first Members meeting will be held within six (6) months after the formation of the Association. Subsequent regular annual Members meetings will be held on the first Tuesday in April.

4. *Special Meetings.* The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by thirty percent (30%) of the Class A and Class B Voting Members.

5. *Notice of Meetings.* Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member: (a) if mailed to Members, not less than ten (10) nor more than thirty (30) days before the meeting, or (b) posted in a Common Area or on the Association's website and emailed to all Members who have emailed their email address to the Association. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

6. *Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

7. *Quorum.* The number of Members present at a meeting for which notice has been given is a quorum.

8. *Majority Vote.* Votes representing more than 50 percent of the Voting Members present at a meeting at which a quorum is present are a majority vote. Votes must be in writing and signed by the Member casting such vote, except in the case of uncontested associate-wide elections which require no written vote. Ballots will be kept confidential and must be counted by a person who is not the subject of the vote.

9. *Proxies.* Voting Members may vote by written proxy.

10. *Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

11. *Action without Meeting.* Any action that may be taken at a Members meeting may be taken without a meeting by written consent setting forth the action taken signed by a majority of the Voting Members.

B. Board

1. *Governing Body; Composition.* The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the Certificate of Formation. During the Development Period, the directors will be appointed by the Declarant. After the Development Period, each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary by such entity Member.

2. *Number of Directors.* During the Development Period, the Board consists of three (3) directors. After the Development Period, the Board consists of not less than three (3) nor more than nine (9) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

3. *Term of Office.* During the Development Period, the directors will serve until replaced by the Declarant.

After the Development Period, the terms of directors will be staggered. At least one-third of the Board will be elected each year. After the Development Period, the initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two (2) years.

Directors may serve consecutive terms.

4. *Election of Directors After Development Period.* At the first annual meeting of Members after the end of the Development Period, the Voting Members will elect directors to succeed the then serving directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

5. Removal of Directors and Vacancies

a. *Removal by Members.* During the Development Period, any director may be removed by Declarant, with or without cause. After the Development Period, any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

b. *Removal by Board.* Any director may be removed at a Board meeting if the director—

- i. failed to attend three (3) consecutive Board meetings;
- ii. failed to attend thirty percent (30%) of Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than thirty (30) days; or

- iv. is the subject of an enforcement action by the Association for violation of the Governing Documents.
 - c. *Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or, after the Development Period, is no longer a Member.
 - d. *Successors.* After the Development Period, if a director is removed or a vacancy exists, a successor will be elected by the Members at a regular meeting or a special meeting called for such purpose.
6. *Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.
7. *Powers.* The Board has all powers necessary to administer the Association's affairs.
8. *Management.* The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.
9. *Accounts and Reports.* Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:
- a. An income statement reflecting all income and expense activity for the preceding period.
 - b. A statement reflecting all cash receipts and disbursements for the preceding period.
 - c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
 - d. A balance sheet as of the last day of the preceding period.
 - e. A delinquency report listing all Owners who are delinquent by more than ninety (90) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.
10. *Borrowing.* The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.
11. *Rights of Association.* With respect to the Common Area, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

12. *Enforcement Procedures*

- a. *Notice.* Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose the Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Governing Documents, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must 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. The notice also must inform the Owner that the Owner (i) 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 (ii) may request a hearing on or before the thirtieth day after the date the Owner receives the notice.
- b. *Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Association must hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a ten (10) day period. Such suspension will not

constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

- c. *Appeal.* Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within five (5) days after the hearing date.
- d. *Changes in Law.* The Board may change the enforcement procedures set out in this section to comply with changes in law.

C. Board Meetings

1. *Regular Meetings.* Regular meetings of the Board will be held at such time and place as determined by the Board, and after the Development Period, at least two (2) such meetings will be held during each fiscal year. Notice of the time and place of the meetings will be given to directors not less than ten (10) days before the meetings.

2. *Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any two (2) directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

3. *Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

4. *Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

5. *Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

6. *Proxies.* Directors may vote by written proxy.

7. *Action without Meeting.* Any action that may be taken at a Board meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of the Board as would be necessary to take that action at a meeting.

D. Officers

1. *Officers.* The officers of the Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

2. *Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

3. *Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

4. *Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

5. *Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

1. *Fiscal Year.* The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

2. *Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

3. *Conflict.* The Declaration controls over these Bylaws.

4. *Inspection of Books and Records*

- a. *Inspection by Member.* After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

- b. *Inspection by Director.* A director has the right, at any reasonable time, and at the Association's expense, to (i) examine and copy the Association's books and records at the Association's Principal Office and (ii) inspect the Association's properties.

5. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Association's records and (b) the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

6. *Amendment.* These Bylaws may be amended at any time by the vote of forty percent (40%) of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

GREENBRIER OWNERS ASSOCIATION, INC.

By Anne Carter
Name: Anne Carter
Title: Secretary

**GREENBRIER
FINE POLICY**

Date: February 9, 2021

Owners Association: GREENBRIER OWNERS ASSOCIATION,
INC.

Owners Association's Address: 700 University Drive East, Suite 108
College Station, TX 77840

Subdivision: GREENBRIER, as described in the Declaration
of Covenants, Conditions and Restrictions of
Greenbrier recorded in Volume 11230, Page
102, Official Records, Brazos County, Texas, as
amended (the "Declaration")

The Owners Association establishes this policy concerning the fines that Owners Association may impose for violations of any provisions of the Governing Documents, Rules and any other rules and regulations promulgated by the Board.

After a notice letter (if required) has been sent to Owner pursuant to the Owners Association Bylaws, the Owners Association, acting through the Board, is authorized to impose fines for violations of any provisions of the Governing Documents as set forth herein. Fines against an Owner will be assessed against an Owner's Lot. An Owner is responsible for the actions of all residents, guests and invitees of the Owner and any fines against such residents, guests and invitees will also be assessed against the Owner's Lot.

A. FINES FOR CURABLE VIOLATIONS NOT POSING THREAT TO PUBLIC SAFETY.

Where an Owner's violations of the Governing Documents, Rules or any other rules and regulations promulgated by the Board is curable and does not pose a threat to public safety (as determined by §209.006 of the Texas Property Code), the Owner may be fined according to the attached Schedule, as amended, for such violation. Each day the violation continues may subject the Owner to the fine noted on the attached Schedule, as amended, at the Board's sole discretion.

B. FINE FOR UNCURABLE VIOLATIONS OR VIOLATIONS POSING A THREAT TO PUBLIC SAFETY.

Where an Owner's violations of the Governing Documents, Rules or any other rules and regulations promulgated by the Board is uncurable or poses a threat to public safety (as determined by §209.006 of the Texas Property Code), the Board has sole and absolute discretion to set the amount of any fine as it reasonably relates to the violation of the Governing Documents, taking into account such factors as the severity of the violation and number of other Owners impacted by the violation.

All capitalized terms not otherwise defined herein have the meanings set forth in the Declaration.

CERTIFICATION

I hereby certify that, as Secretary of Greenbrier Owners Association, Inc., the foregoing Fine Policy was approved on the 9 day of Feb, 2020, at a public meeting of the Board of Directors at which a quorum was present.

Dated this 9 day of Feb, 2020.

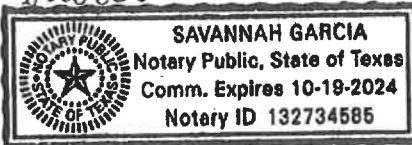
GREENBRIER OWNERS ASSOCIATION, INC.

By Anne R. Carter
Name: Anne Carter
Title: Secretary

J. Stephen Chiles
Developer

STATE OF TEXAS §
COUNTY OF BRAZOS §

This Policy was acknowledged before me on the 9 day of Feb, 2020, by ANNE CARTER, Secretary of GREENBRIER OWNERS ASSOCIATION, INC., on behalf of said Association.

Notary Public
Savannah Garcia


PREPARED IN THE LAW OFFICE OF:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103

RETURN TO:

THE ELLISON FIRM
P.O. BOX 10103
COLLEGE STATION, TX 77842-0103

Greenbrier Home Owners Association

The Greenbrier Board hereby adopts the following Fine Structure for Enforcement of the Restrictions:

1st Violation Notice – Warning

2nd Violation – Notice of Violation \$100.00 Fine if corrective action plan not submitted by owner and approved by Board (not less than 30 days from 1st notice)

3rd Violation – Notice of Violation \$200.00 Fine if corrective action plan not resolved (not less than 30 days from 2nd Notice)

Fines assessed will be per Violation per Occurrence,

The Board retains all rights and remedies otherwise enumerated by the Restrictions, including rectifying violations and charging the resident for all related costs. All fines are subject to lien. Please address this violation within 30 days.

BHHS Caliber Realty

Greenbrier HOA

In accordance with the Deed Restrictions of Greenbrier we began implantation of the violation/fining process effective March 1, 2021

**Brazos County
Karen McQueen
County Clerk**

**Instrument Number: 1421773
Volume : 16754**

ERecordings - Real Property

Recorded On: February 25, 2021 10:04 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

**Document Number: 1421773
Receipt Number: 20210225000021
Recorded Date/Time: February 25, 2021 10:04 AM
User: Patsy D
Station: CCLERK05**

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**STATE OF TEXAS
COUNTY OF BRAZOS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

**Karen McQueen
County Clerk
Brazos County, TX**