

**COMMUNITY**

**GUIDELINES**

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## INTRODUCTION

The enclosed Community Guidelines have been established by the Briarwest Townhouse Condominium Association Board of Managers in accordance with the By-Laws of the Association. They are intended to protect the interests of our condominium association, maintain property values, and provide basic guidelines for the respect of the rights, comfort, safety and convenience of owners and residents of Briarwest.

The Guidelines are written in ordinary language for ease in understanding and they apply to all owners and residents. The Board has the authority to interpret or amend the Guidelines as they deem necessary. When leasing a unit, the owner remains responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests, as well.

The purpose of the Community Guidelines is to enhance the quality of life of all the homeowners and residents of Briarwest. In some cases, a homeowner, or a group of homeowners, may find a specific guideline with which they do not agree. In such instances, it is important to remember that the Community Guidelines are for the benefit and protection of all homeowners and residents, which is the basis for the Association. Any questions or suggestions for a change to the Community Guidelines may be brought before the Board of Managers for consideration. These questions or suggestions should be made in writing and delivered to the Management Office.

Please familiarize yourself with these Guidelines. Your compliance with them is appreciated and will help to sustain the quality of your living experience here.

**ADOPTION OF COMMUNITY GUIDELINES**


WHEREAS, pursuant to Article IV, Paragraph 3. of the By-Laws of Briarwest Townhouse Condominium Association, the Board of Managers of Briarwest Townhouse Condominium Association was given the express power and duty to promulgate Community Guidelines as the Board of Managers deems necessary, regarding the use of the Briarwest property.

IT IS THEREFORE,

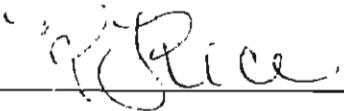
RESOLVED, that at a meeting of the Board of Managers, duly called and constituted on March 19, 2008, a quorum being present, by motion duly made, seconded and carried, the following Community Guidelines have been, and are, duly adopted by the Board of Managers:

FURTHER RESOLVED, that the foregoing Community Guidelines shall be effective from and after April 15, 2008, and that a copy of the foregoing Community Guidelines shall be delivered to all present owners, residents and all off-site owners of Briarwest Townhouse Condominium Association within a reasonable time hereafter, but prior to any enforcement of such Community Guidelines. Delivery shall be effected by hand delivery and/or U. S. Mail, as appropriate.

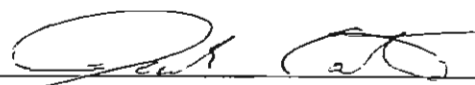
**BOARD OF MANAGERS**

  
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**President**

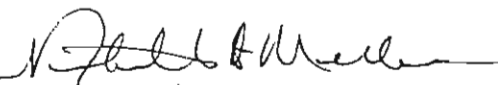
  
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**Treasurer**

  
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**Secretary**



  
4/18/08

## OPERATION AND PARKING OF VEHICLES

1. All vehicle rules apply to ALL Briarwest homeowners, residents and guests.
2. Briarwest is not responsible for theft or damage to any vehicle on Briarwest property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's insurance policies.
3. The speed limit within the Briarwest is 15 MPH, as indicated on posted signs.
4. With the exception of brief and occasional routine service on owner's or resident's personal vehicles (in their garage or carport), vehicle repairs are not permitted on the premises of Briarwest.
5. Owners and residents are requested to park overnight in their assigned garage and carport spaces in order to leave street parking for guests and visitors.
6. The Board of Managers is responsible for enforcing all vehicle Guidelines. Association Manager or Board Members may arrange towing of vehicles.
7. All towing, storage and related costs are at the vehicle owner's expense.
8. The following vehicle violations are subject to immediate towing (NO ADVANCE NOTIFICATION IS REQUIRED, AS SPECIFIED IN ARTICLE 670 G-2 VERNON'S TEXAS CIVIL STATUES) as they represent a potential threat to the safety and well-being of others at Briarwest:
  - Any vehicle parked in a fire lane is subject to immediate towing. These zones must be kept clear for emergency vehicle access.
  - Any vehicle otherwise obstructing or impeding the traffic flow within Briarwest is subject to immediate towing.

- Any vehicle deemed a potential danger or hazard to Briarwest residents, such as a vehicle leaking gasoline, is subject to immediate towing.
9. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a citation being placed on the vehicle, advising of the violation and the date the vehicle will be towed.
- Boats, trailers, campers, recreational vehicles and commercial vehicles are not permitted at Briarwest and are subject to towing.
  - Non-operational vehicles, including, but not limited to, license or inspection not current, or vehicle not in running condition, are subject to towing.
  - Commercial vehicles are subject to towing. Commercial vehicles include, but are not limited to, any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flatbeds, bobtails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.
  - Vehicles under repair for any unreasonable amount of time, (such as on a jack or missing a wheel), are subject to towing.
10. Moving vans larger than 2 axles and 6,000 pound gross weight MUST park and unload on Winrock, Olympia or Burgoyne and not in the alleys, which are not built to support their additional weight.

**Authority.** Authority to establish Guidelines and procedures for operation and parking of vehicles in the common areas of Briarwest Townhouse Condominium Association is vested in the Board of Managers of the Association, as set forth in (a) "Condominium Declaration for Briarwest Townhouses" covering ... all of that certain tract of 13 acres of land ... according to the map or plat thereof recorded in volume 176, page 110 of the map records of Harris County, Texas, and (b) "By-Laws of The Briarwest Townhouse Condominium Association" governed by the provisions of the Condominium Ownership Act of the State of

Texas.

**Violations.** Violations of these guidelines may result in any one or combination of the following penalties:

- A citation placed on the vehicle, with copies to the Association office, homeowner, tenant or other resident. These citations will become a permanent part of the Association's records. Citation forms are available at the Association office. They will name the date, time, location and nature of the offense along with as much information as is reasonably available concerning the identity of the vehicle, operator, homeowner and unit occupancy, other than the homeowner.
- An assessment against the homeowner, which will become a lien against the property if not paid when due.
- Towing and impounding of the vehicle, with or without notice.
- Reimbursement of all expenses to the Association incurred as a result of the violation, including attorney's fees and court costs.

For purposes of these regulations, non-resident homeowners have the same responsibilities as resident homeowners. All homeowners carry responsibility for maintaining the residential character of the Briarwest community.

**Enforcement.** Citations against violators may be initiated by designated Homewatch officers. Homeowners may report violations to the Association office. Penalties may be imposed by any two members of the Board of Managers after ad hoc discussion. (All requirements for the formality of a called meeting are waived for purposes of achieving the objectives of this resolution.)

<b>STRUCTURAL AND AESTHETIC CHANGES</b>
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1. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in the homeowner being required to remove changes and/or restore to original condition at the homeowner's expense. Authorization Agreement forms are available at the Association office.
2. Exterior changes include, but are not limited to paint, light fixtures,

mailboxes, patio covers, fencing, trellises, awnings, storage sheds, satellite dishes, antennae, etc. All mail slots are to be part of the structure of the house or of the front door (mail slots only).

3. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out of the windows of any unit, or on the roof of any building, any wiring for electrical or telephone installation or for any other purposes.
4. Burglar bars must be painted to match the door color and window trim color at the Homeowner's expense.
5. All interior structural changes affecting load bearing walls must be approved by the Board of Managers because of the possibility of damage to the overall structure of buildings and roofs. Homeowners will be held liable for any damage caused to the common area/property.

<b>SWIMMING POOL</b>
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1. The swimming pool is a NO SMOKING area.
2. Children under thirteen (13) years of age will not be permitted in the pool area unless accompanied by an adult.
3. No food, glass containers, bottles, plates, cups or other breakable articles may be brought into the pool area.
4. Bathers must wear bathing suits. Street clothes are prohibited in the pool.
5. No activity will be permitted in the pool area which shall create loud or objectionable noise or otherwise impair, limit or disturb other owners, tenants and guests in the pool areas or surrounding areas.
6. Owners, residents and guests are responsible for cleaning up the pool areas when they leave and properly disposing of all trash.
7. No pets are allowed in the swimming pool or in the pool area. Noncompliance may result in the pool being closed for a period of ten days, pursuant to Houston City Ordinance Number 851324.



8. The gate to the pool area must be kept closed at all times. Egress may be made by pushing the gate open.
9. The swimming pool shall be for the exclusive use of residents and guests. Guests must be accompanied by an adult resident.
10. Guests accompanying homeowners are limited to two per townhouse.
11. The pool may NOT be reserved for private parties.
12. Regular pool hours are 6:00 a.m. until 10:00 p.m. daily, except when the pool is closed for treatment and maintenance.
13. There is no lifeguard on duty. Swimming is at one's own risk.

<b>CLUBHOUSE – PARTY ROOM</b>
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1. Reservations for the use of the Clubhouse are to be made through the Association office. A deposit of fifty dollars (\$50) will be held with the reservation form pending inspection of the room following the event.
2. The clubhouse, party room and office are NO SMOKING areas.
3. Residents are responsible for the actions of their guests.
4. All guests are expected to abide by the Guidelines set forth in the By-Laws of the Briarwest Townhouse Association. In accordance with Article VII, Section 8, Paragraph (c): owners exercise extreme care to avoid making or permitting to be made loud or objectionable noise or shall any nuisance or immoral or illegal activity to be committed or be permitted upon any part of the common elements of Briarwest Townhouses.
5. In accordance with Houston Fire Code, no barbeque grills may be used on or under the Clubhouse balcony.
6. Cooking is prohibited in the Clubhouse area.
7. Reservation of the Party Room does not include the use of the swimming

pool or the downstairs of the Clubhouse.

8. Keys to the Party Room must be returned the next day by 9:00 a.m. A five dollar (\$5.00) will be assessed if the key is not turned in within twenty-four (24) hours.

<b>LANDSCAPING</b>
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1. The lawns, trees, flowers and shrubs are a vital and valuable part of Briarwest and each resident shall be responsible for the protection of these plants. The park sprinkler system will take care of the water requirements for that area. Residents are encouraged to water the areas in front of their homes.
2. The Association is responsible for providing landscaping services for the general common area. Requests by residents for changes or additions must be made, in writing, to the Board of Managers.
3. Residents may place plants in front of their homes within the bounds of good taste. The Board reserves the right to remove plants considered excessive or unsightly.
4. Residents may not remove (or replace) any plants provided and maintained by Briarwest without prior written permission of the Board of Managers. Residents who remove such plants must reimburse Briarwest for the replacement of the plants.

<b>PETS</b>
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1. All residents shall, at all times, be in compliance with Paragraph 8-c,d of Article VII of the By-Laws regarding the keeping of pets within the Briarwest Townhouse Condominium Association.
2. For the purposes of Paragraph 8-d of Article VII of the By-Laws and these Guidelines, the term "small dog" shall mean a dog weighing no more than 35 pounds when fully grown. The By-Laws permit no more than two small usual household pets to be kept in any unit. The maximum weight of 35 pounds for each animal when fully grown will be observed. A fine of \$50 will be charged each month that the pet remains.

3. Owners and residents with pets must have direct physical control (i.e., on a leash) over their pets at all times when outside their unit. Pets may be walked within the confines of Briarwest Townhouses. Pets are the property and sole responsibility of the pet owner.
4. Fecal matter generated by pets is the property and sole responsibility of the pet owner and must be disposed of by the pet owner. Failure to properly dispose of fecal matter may subject the pet owner to a fine of \$50.00 for each offense. (Note: Landscape workers spend a considerable part of each day removing fecal matter from common areas at a significant cost to all homeowners.)
5. No animal may be raised, bred, kept or otherwise used for commercial purposes in any unit. City of Houston ordinances will prevail.
6. No pet shall be kept if such pet constitutes a nuisance to other residents, including, but not limited to, incessant barking. When an animal is found by a Board review to be a nuisance, the owner will be notified to correct the problem without delay.
7. Homeowners and leasees cannot leave pets unattended on patios or tethered in front of townhomes. Violators will be subject to fines.

<b>PATIOS AND WINDOWS</b>
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1. All windows shall have appropriate window coverings that do not detract from the general appearance of the complex. Foil may not be placed in any glass opening.
2. Furniture and decorative items on patios and balconies should not detract from the general appearance of the complex. Residents shall be responsible for maintaining their patios and balconies to ensure cleanliness and neat appearance. Window boxes are NOT allowed to be attached to front balconies. Plastic flowers are not allowed, except in the form of a wreath at the front door.
3. Broken windows and torn screens are the responsibility of the owner and must be replaced immediately.

4. Flags which are displayed should be in good condition.
5. The limbs of trees and shrubs are to be cut back to prevent them from damaging roofs and walls. The size of patio shrubbery shall be limited to prevent damage to foundations and fences. Limits are as follow:
  - Height not to exceed twelve (12) feet or the middle of the windows on the second floor.
  - Diameter of trunk not larger than three (3) inches at a point six (6) inches above the patio deck.
  - Limbs are to be kept pruned to avoid rubbing or touching the house or garage.
  - If a homeowner does not take appropriate action to maintain vegetation as described, the Association will do so at the expense of the homeowner. The Association is not responsible for damage to plants resulting from pruning.
  - Homeowners are encouraged to grow plants in pots on their patios in order to preserve fences and to keep plants from becoming excessively large.
6. It is the homeowner's responsibility to maintain the sun screen (patio covers). Sun screens are not a part of limited common areas maintained by the Association. Please request and receive permission from the Board prior to any installation and/or repair of your sun screen. Article VII, Section 2, paragraphs (b) and (c) of the Association By-Laws provide the Board of Managers with authority to assess a homeowner who is negligent in making repairs.

## TRASH REMOVAL

1. All garbage/trash must be placed in sturdy plastic bags and tied before being placed at the driveway end of your carport or breezeway on Monday and Thursday, scheduled pick up days.
2. Large item/heavy trash removal may be included in the Thursday pick up. No heavy trash may be left in carports or driveways except on scheduled pick up days.
3. Large items (such as refrigerators, dishwashers, etc.) must have prior pick up arrangements scheduled. VF Trash Service will not collect construction waste. No trash may be left in carports or driveways before the morning pick up.

## MAINTENANCE

The Association Office will receive all requests for maintenance and repairs which are the responsibility of the Association. If a response is not forthcoming from the Association Office within a reasonable amount of time, contact a member of the Board of Managers. The Association Office telephone number is 713/785-8006. The e-mail address is [briarwest@sbcglobal.net](mailto:briarwest@sbcglobal.net).

Contractors providing services to the Association work exclusively under the authority of the Board of Managers and the Office. Residents are requested not to interfere with the work schedules of contractors and staff.

## RESALE OF UNITS

Pursuant to Paragraph 27 of the Briarwest Townhouse Declaration, prior to executing a contract or conveying a unit, the homeowner must notify the Association of his intention to sell the property. Upon receipt of a bona fide contract, the owner must ensure that other homeowners are granted a "Right of First Refusal" from the Board of Managers through the Association Office.

The homeowner must furnish to the purchaser a current copy of the Association Declaration, By-Laws and Community Guidelines and a Resale Certificate, the latter to be provided by the Association Office at a cost of \$100.00.

The Association must exercise its "Right of First Refusal" within ten (10) days of receipt of proper documentation. To defray the expense of processing a transfer of ownership, a fifty dollar (\$50.00) transfer fee will be charged to the seller.

#### GUEST AND VISITORS

It is the responsibility of Briarwest residents to ensure that their guests comply with all applicable Community Guidelines, including, but not limited to, parking, pets, pool and noise.

#### LEASING OF UNITS

1. All leases shall be written, with a copy provided to the Association prior to occupancy of the unit.
2. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under Briarwest's By-Laws, Declaration or Community Guidelines.
3. All tenants shall obey the terms and conditions of the Declaration, By-Laws and the Community Guidelines of Briarwest. Owners shall provide copies of the Declaration, By-Laws and Community Guidelines to their tenants. Failure to comply with the terms of such documents shall be a default under the lease. (Additional copies of Briarwest documents may be obtained from the Association Office for a fee of \$25.00.)
4. Owners and tenants are responsible for ensuring that the Association Office has on file the correct names of tenants and their phone numbers.
5. Units may not be leased for a term of less than one (1) year.
6. All units at Briarwest are single family dwellings.
7. Units shall not be leased or otherwise used for transient or hotel purposes and nothing less than an entire unit may be leased.
8. Assessments must be current before a unit may be leased.

## INSURANCE

1. Please be aware that there are several types of insurance available to homeowners. There is one specifically designed to meet the needs of condominium owners, Homeowner "B" Condominium. Tenant insurance is not adequate. If a unit is leased, the Association strongly urges the owner to assure that there is adequate insurance coverage. The insurance policies carried by the Association do not cover personal property losses, nor do they cover liability losses suffered by owners or tenants or flood damage.
2. Homeowners and tenants are responsible for providing insurance to protect their personal belongings from such perils as fire, windstorm, rising water, theft, vandalism, etc. "Personal belongings" consist of such items as clothing, furniture, furnishings, etc. Homeowners and residents are also responsible for providing insurance to protect themselves against any liability that may arise from someone incurring bodily injury or property damage as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.
3. The Association is required to insure the entire complex against loss due to fire, wind, hail, vandalism, etc. Deductible amounts are subject to change.
4. Homeowners will be held accountable if the Association, or any unit, incurs a loss resulting from the actions of any occupant.
5. Association members who lease their units are subject to the same laws that govern apartment owners. The City of Houston can and will inspect units for any violations.

## MONTHLY MAINTENANCE FEE ASSESSMENTS

The largest part of the monthly assessment is for current expenditures, i.e., water, landscaping, common area repairs, property and liability insurance, etc. A homeowner failing to pay assessments when due, shifts the burden for these expenses to his or her neighbors. There are no provisions in Briarwest's Declaration or By-Laws that allow for delinquent payments. The Association has

the authority, as well as the obligation, to impose liens and foreclose to secure payment of assessments, penalties and costs, including attorney fees.

Payment of monthly assessments shall be mailed or delivered on the FIRST day of each month to the Association Office, 6456 Burgoyne, Houston, Texas 77057. Payments received after the 15<sup>th</sup> of the month will incur a late fee of \$5.00. Payments not received by the last day of the month will incur an additional late fee of \$20.00 plus interest at APR of 8%. Late charges will be applied each month that the homeowner is delinquent.

#### **SAFETY – HOMEWATCH OFFICERS**

Each Association member is responsible for the safety and security of his home. Installation of burglar bars, alarms, or wiring on the exterior of buildings shall be permitted subject to written approval from the Board. Suspicious or illegal activity should be reported first to the Houston Police Department and then to the Homewatch officer, if he is on duty.

The Association arranges patrols by Homewatch officers, who usually are off-duty Houston police officers. These officers are on duty generally for two shifts each day, varied from day-to-day to lower predictability and enhance their effectiveness. Their duties include surveillance and patrol on foot and/or by vehicle, checking on unoccupied houses, as requested, response to pager or cellular phone calls for help, investigating alarms and disturbances, evicting trespassers, reporting open doors to residents and issuing citations for violations of Briarwest rules. These officers are NOT authorized to enforce private property house rules but may, under certain circumstances, enforce city, county or state laws.

**Homewatch Pager Number: 713/303-9347 - HPD Emergency Number: 911  
HPD Non-Emergency Number: 713/222-3131**

Please keep outside lights on at night and fill out vacation forms at the Association Office for special Homewatch attention.



## SIGNS

1. No advertisements, signs or posters of any kind are permitted at Briarwest, except as authorized by the Board.
2. One sale or lease sign per unit is allowed and may be placed inside the front window only.
3. Sale or lease signs are not to exceed 18 inches in width or height. Any sign placed outside a unit will be removed without notice.
4. Units for sale are permitted to exhibit open house signs from 1:00 to 5:00 p.m. on weekends.
5. Open house signs for sale units are permitted, provided all signs are removed immediately following the open house.
6. Open house signs for lease units are prohibited.

## GENERAL

1. **Residential Use Requirement:** All condominium units shall be used and occupied as private residences for single families or individuals. All present and future owners, tenants and occupants of condominium units shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Community Guidelines of Briarwest.
2. **Maintaining Individual Units:** Each owner, at their own expense, shall maintain their unit in good condition and repair, and shall not do or allow anything to be done in their unit that is not in compliance with Briarwest's By-Laws, Declaration or Community Guidelines. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all costs incurred.
3. **Recovery of Legal Costs:** Any proceeding by the Association arising out of an alleged failure of any owner, resident or guest to comply with the terms and provisions of the Declaration, By-Laws or these Community Guidelines, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from

the owner reasonable attorney's fees and court costs, as they may be awarded by a court of law.

4. Costs of Repairs: The cost of repairing property owned by the Association or another unit owner, may be their responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tub or sink overflowing. Damage caused by smoke or fire originating in their unit could also be their responsibility. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of that owner and/or resident.
5. Right of Access: The Association or its designated agent shall have the right of access during reasonable hours as may be necessary for the maintenance, repair, or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damage to the unit, other units, or Briarwest. The Association has right of access to a unit for a bona fide emergency when conditions present an immediate risk of damage to the common elements, another unit, or other occupants. After due notice to the owner and occupant, Briarwest has right of access to prevent waste of water provided by the Association, or to prevent damage by water to components of the condominium that the Association maintains.
6. Disturbance of Neighbors: All Briarwest residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb other residents at Briarwest. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of other residents, or shall any nuisance or immoral or illegal activity be committed or permitted to occur at Briarwest.
7. Plumbing: Plumbing leaks must be repaired and sewer water cleaned up immediately to avoid negligence. If the leak is sewer water, it is a health hazard.

8. **Children:** Parents will be held responsible for proper supervision and safety of their children and to see that they abide by the Community Guidelines. Parents will be fined and/or charged for any and all damages caused by their children. Toys, bicycles and skateboards are not be left outside anywhere on the property.
9. **Business Operations:** Business operations of any kind are not permitted at Briarwest. Garage and/or patio sales are prohibited as well.
10. **Telephone Numbers:** All residents' home and work telephone numbers, and the names and numbers of emergency contacts shall be registered with the Association Office for safety reasons.
11. **Speed Limit:** A speed, not to exceed 15 mph, is to be maintained on Briarwest property.
12. **Carports:** Carports are limited common elements and are exclusively assigned to specific units. **These spaces are not to be used for storage.** Items, other than vehicles, left in a carport for a period longer than ten days, will be removed ten days after written notice has been made.
13. **Garages:** Garages shall not be solely used for storage if doing so results in street parking.
14. **Flammables:** Storage of flammable items or explosives is prohibited anywhere at Briarwest.
15. **Space Heaters:** All open flame heaters (kerosene, propane, natural gas) are prohibited at Briarwest.
16. **Exterminating:** Exterminating within the unit is the responsibility of the Association. However, the homeowner is required to call Firestone at 281/403-0134 to arrange treatment. This is performed the second Monday of each month.
17. **Solicitation:** No solicitation or solicitation materials are permitted at Briarwest except as authorized by the Board.
18. **Smoke Detectors:** Smoke detectors must be installed in each unit and

properly maintained at owners' expense, pursuant to Houston City Ordinance.

19. Common Areas: Common areas of buildings, such as courtyards, covered parking, water and sewer apparatus, shall be used only for the purposes intended. The cost of repairing any damage resulting from misuse of any of the same shall be borne by the owner or resident causing such damage.
20. Annual Heater Inspections: All central air system heaters must be inspected by a licensed air conditioning inspector in the month of October each year. Unit owners are responsible for scheduling inspections and providing the Association Office with proof of inspection. Failure to do so will require the Board to exercise its right of access, have the inspection performed and charge the cost to the owner. Replacement of defective heat exchanges remains the responsibility of each owner.

<p><i>A fine of \$50.00 will be assessed each month until the inspection has been effected and documentation provided to the Association Office.</i></p>
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21. Condominium Documents: Replacement or additional copies of the Community Guidelines, Declaration and By-Laws will be provided for a fee of \$25.00 per set.
22. Registration Requirements: Homeowners and residents must comply with all registration requirements of the Association.
23. Board Meetings: The meetings of the Briarwest Board of Managers are set at the discretion of its members, with no less than quarterly, as dictated by the legal documents of the Association. Meeting dates are published in the Minutes of the most recent Board Meeting. Residents are invited to attend. However, anyone wishing to address the Board must contact the Association Office within 24 hours of the meeting and request placement on the Agenda.
24. Enforcement: After reasonable notification, non-compliance or repeated offenses of the foregoing Guidelines may result in a penalty/fine to the owner of up to \$100 per violation, as levied by the Board of Managers.

## RESPONSIBILITY CHECKLIST

The following responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the owners and the Association. This list is not intended to be all-inclusive and the Board may make additions or changes as they deem necessary. Depending upon circumstances or special requirements, the Board has the authority to make exceptions.

DESCRIPTION	ASSN.	OWNER
Exterior Wood & Brick	✓	
Roofs	✓	
Window Glass		✓
Window Screens		✓
Doors (initial painting and replacement)		✓
Foundation	✓	
Fences	✓	
Gutters	✓	
Electrical	✓	✓
Patio	✓	✓
Air Conditioning		✓
Water Heater		✓
Exterior Water Cutoff Valve	✓	
Utilities		
Water & Sewer	✓	
Electricity & Gas		✓
Services		
Standard Cable	✓	
Weekly Garbage Pickup	✓	
Quarterly Heavy Trash Hauling	✓	
Exterminating		
Interior		✓
Exterior	✓	
Landscaping		
Common Areas	✓	
Inside Patios		✓
Insurance		
Building (in excess of \$5,000)	✓	
Liability (fire and hazard)	✓	
Contents		✓

<b>CLARIFICATION OF RESPONSIBILITY</b>	
<b>Association</b>	<b>Homeowner</b>
<b>Plumbing</b>	
Unstopping main sewer line clogs.	Repairing running or noisy commodes.
Repairing leaks behind walls.	Commode and drain stoppages and overflows and subsequent cleanup when only your unit is affected or that cause damage to neighbors or common areas.
Keeping courtyard and other common area drains clean.	Repairing and replacing parts, such as commode seats, hinges, faucets, aerators, shower heads, sink stoppers and strainers.
Keeping all common area plumbing in good working order	Leaking faucets, pipes etc., within the unit unless occurring behind the wall.
Keeping private patio water faucets in good repair.	Keeping private patios free and clear of debris to enhance drainage.
<b>Lighting &amp; Electrical</b>	
Repairing shorts in the main electrical lines.	Providing and replacing all bulbs within the owner's unit, including patio.
Maintaining all common area lighting.	Reporting burned out common area lights to office.
	Replacing or repairing defective ballast starters, plugs, fans, fixtures and sockets within the individual units.
<b>Window Washing</b>	
Clubhouse only.	Cleaning all windows and patio doors (both first and second floors), both interior and exterior.
<b>Carpentry &amp; Exterior Maintenance</b>	
Maintenance of exterior wood trim and siding.	Repair and replacement of windowpanes and screens.
Painting of all exterior trim and siding.	Replacement of all exterior door and hardware.
Maintenance of all common areas.	Initial painting of exterior doors.
Caulking windows as needed.	Repair and replacement of weather stripping.
Garage doors, side.	Repair and replacement of doorbells. Garage doors , roll-up.

<b>CLARIFICATION OF RESPONSIBILITY</b>	
<b>Association</b>	<b>Homeowner</b>
<b>Pools &amp; Grounds</b>	<b>Pools &amp; Grounds</b>
Keeping grass, shrubs, trees and bushes mowed, trimmed, pruned and fertilized.	Disposing of all packing crates, moving cartons and all trash that cannot be disposed of in normal trash pickup.
Keeping walkways clean and in repair.	Maintenance and care and disposing of dead leaves and other debris on patios.
Keeping pool clean and properly treated with chemicals.	Removal of personal pet feces from common area.
Clearing drains of debris.	
<b>Interiors</b>	<b>Interiors</b>
None.	Maintenance, repair and replacement of the interior of the unit, including draperies, carpet, paint, wallpaper, vinyl or other flooring, tiles and lighting or other electrical fixtures.
	Pest extermination.
	Insurance coverage for contents, including floods due to rising water.

## BOARD OF MANAGERS

Pursuant to the Texas statutes, broad powers have been granted to Boards of condominium associations including:

1. Cause additional improvements to be made as part of the common elements.
2. Impose and collect payments for the use, rental or operation of the common elements and for services provided to unit owners.
3. Exercise any other powers necessary and proper for the government and operation of the Association.

**Board Meetings.** Association and Board Meetings must be open to unit owners except for closed Executive Sessions during which the Board considers actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of individual unit owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in Executive Session must be first announced at the Open Meeting. The Board may meet electronically or telephonically as long as each director may hear and be heard by every other director. In lieu of a Meeting, the Board may act by unanimous written consent of members, to be filed with the minutes of the Board Meetings.

**Levying Fines.** Before charging a unit owner for property damage or levying a fine for violations of the declaration, By-Laws or Guidelines, the Association must issue a written notice to the unit owner detailing the violation, the amount of the fine, and the unit owner's right to a hearing, if requested, within 30 days of the date of the notice. The notice must also allow the unit owner a reasonable time by a specified date to cure the violation and avoid the fine unless a similar notice was issued within the past 12 months.

**Liability.** An Officer or Director of an Association is not liable to the Association or any unit owner for monetary damages for an act or omission occurring in the person's capacity as an Officer or Director, unless the fiduciary duty is breached, an improper benefit was received, and the act or omission was in



bad faith or involved intentional misconduct, or was one for which liability is expressly provided by statute.

## GLOSSARY

### Assessments

Assessments are made by the Association for each unit, representing an equitable allocation of the expenses incurred by the Association. They fall into four broad categories: (1) Current maintenance allocated equally among all units; (2) Insurance, allocated on the basis of square footage in each unit; (3) Capital improvements, allocated equally, and; (4) Penalties for delinquent capital improvements allocated equally and for infractions of the community guidelines. They are payable monthly in amounts prescribed by the Board of Managers.

### Association

The Briarwest Townhouse Condominium Association was chartered on July 19, 1973 under the provisions of the Texas Non-Profit Corporation Act. The charter followed two important precedents: (1) On February 9, 1972, a declaration by the developer, J. L. Phillips, establishing a condominium regime for the entire thirteen acres under the Condominium Ownership Act of the State of Texas, and (2) on the same date, issuance of By-Laws that empower the Association to govern the property. Membership in the Association consists of the owners of units.

The Association maintains a permanent office on the premises which provides members convenient access and response to their individual concerns.

### Board of Managers

The Association's affairs are governed by a three-member Board of Managers, elected by the members, which, as stated in the By-Laws, "shall have the powers and duties necessary for administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project." The Board holds regularly scheduled meetings, which members are welcome to attend, and issue minutes of the meetings, which are distributed to all of the members.

## By-Laws

An important governing document which sets forth basic rules for the Association, including membership, voting, administration, duties of the Board of Managers, election of officers, obligations of the homeowners and compliance standards.

## Common Areas/Facilities

The common areas are comprised of all of the thirteen acre property, with the exception of individually owned units.

Common areas of buildings include land on which the buildings are located, foundations, columns, girders, beams, supports, main walls and roofs.

Other common areas include gardens, parking areas, streets, service drives, sidewalks, service easements, recreation areas, clubhouse and central service equipment.

Certain areas, including attic space, patios, garages and carports are designated as "limited common areas" which the Association maintains, but which are for the exclusive use of the unit in question.

## Declaration

A basic governing document in which the developer "declared" the establishment of a condominium regime for the entire thirteen-acre property, with definitions, leasing and right of first refusal.

## Homeowner/Unit Owner

The owner of one of the 194 residential units at Briarwest. The homeowner "owns" (1) an individual airspace which is contained within the perimeter walls, floors and ceilings of a building, and (2) an interest in the appurtenant common area. To identify ownership for purposes of administering the affairs of the Association, the Association may rely on any document in its possession, including sales contracts, deeds or ad valorem tax statements.

Homeowners are primarily responsible for compliance with all of the provisions of the Declaration, By-Laws and Guidelines promulgated by the Association, by

themselves or their tenants, visitors, guests or contractors.

Homeowners may, under certain circumstances, lease their units to tenants, although it is the policy of the Association to encourage ownership only by occupants and members of their household. Lessors must comply with, among other things, requirements for written leases furnished to the Association Office for approval prior to lessee move-in, and with all City ordinances related to leasing residential property.

# APPENDIX

**BRIARWEST TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.**

6456 Burgoyne . Houston, Texas 77057

713/785-8006      [briarwest@sbcglobal.net](mailto:briarwest@sbcglobal.net)

**RIGHT OF FIRST REFUSAL**

Date: \_\_\_\_\_

WITH REFERENCE TO THE FOLLOWING DESCRIBED PROPERTY OWNED BY \_\_\_\_\_, SAID PROPERTY BEING: ALL THAT CERTAIN LAND, AND IMPROVEMENTS DESIGNATED AS CONDOMINIUM UNIT #\_\_\_\_\_ OF BUILDING \_\_\_\_\_ AT \_\_\_\_\_ OF BRIARWEST TOWNHOUSES, A CONDOMINIUM PROJECT IN THE CITY OF HOUSTON, IN HARRIS COUNTY TEXAS.

We, the undersigned, constituting a majority of Briarwest Townhouses Condominium Association, do hereby state as follows:

- (a) All provisions of Article 27 of the Condominium Declaration for Briarwest Townhouses have been Complied with by \_\_\_\_\_, And the Owners of units in said Condominium have declined to exercise their right (purchase) or (lease) subject property.
  
- (b) With regard to Paragraph 25 of the above mentioned Declaration, all assessments, charges and the like have been paid and there are \$\_\_\_\_\_ assessments, charges, or the like, now due which would constitute a lien against the above described property.

**BRIARWEST TOWNHOUSE CONDOMINIUM ASSOCIATION**

\_\_\_\_\_  
Member of Board of Managers

\_\_\_\_\_  
Member of Board of Managers

LEASE ADDENDUM

BRIARWEST TOWNHOUSE CONDOMINIUM ASSOCIATION

Tenant acknowledges that he (she) has read the By-Laws, Condominium Declaration for Briarwest Townhouses, Community Guidelines for the Briarwest Townhouses and all amendments thereto. Tenant agrees that the provisions of said By-Laws, Declaration, Community guidelines are hereby incorporated in this Lease Agreement as fully set forth herein and Tenant agrees further to comply strictly with said By-Laws, Declaration, Community Guidelines, as amended.

The terms of this Lease may not be modified, amended, extended or assigned without the prior consent, in writing, of the Board of Managers of Briarwest Townhouses.

The Tenant shall not sublet the apartment or any part thereof without the prior written consent of the Board of Managers of Briarwest Townhouses.

The Board of Managers of Briarwest Townhouses shall have the power to terminate this Lease and/or bring summary proceedings to evict the Tenant in the name of the Landlord hereunder in the event of any default by the Tenant in compliance with the Townhouses or the performance of this Lease. Further, the Board of Managers shall have all rights and powers against the Tenant that the Board of Managers would have against the owner under the Declaration, By-Laws, Community Guidelines including, but not limited to, the rights of the Board of Managers under Section 19 of the Condominium Declaration for Briarwest Townhouses. In the event any term or provision of this Lease shall be in conflict with the By-Laws, Declaration, Community Guidelines of Briarwest Townhouses, said Declaration, By-Laws, Community Guidelines shall prevail.

This Lease shall not become effective and the Tenant shall not occupy the subject apartment until such time as the Board of Managers of Briarwest Townhouses waives its right secured under Section 27 of the Condominium Declaration for Briarwest Townhouses.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Lessee

# BRIARWEST TOWNHOUSE CONDOMINIUM ASSOCIATION

## AUTHORIZATION AGREEMENT

This is an agreement as of this the \_\_\_\_\_ by and between the Briarwest Townhouse Condominium Association, a Texas corporation, hereinafter referred to as the "Association" and the owner of Unit \_\_\_\_\_, Building \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Owner" whether one or more.

1. Owner has requested authorization for the attached modifications. (Please be very specific. Include drawings, sketches, pictures, and any other information that will show the relationship between house-fence-garage, etc. and your requested modification.)
  
2. The Association has agreed to grant such authorization under the following terms and conditions:
  - All related modifications to the breezeway and/or other limited common elements, be they construction, plumbing or electrical, must meet all building code requirements as set out by the City of Houston.
  
  - If required, Owner will be responsible for obtaining all necessary permits and will provide the Association with copies indicating all related modifications have passed inspection(s) by the appropriate City Inspectors.
  
  - Owner assumes all related liability associated with the installation of the work set out in paragraph 1. This includes, but is not limited to, liability for individuals (guests or residents) and any damage that might occur to Owner's unit or any property belonging to the Association.
  
  - Owner agrees to all of the foregoing conditions and the parties involved hereby stipulate that the agreement described herein shall constitute a covenant running with the land and shall be binding on the heirs, ancestors and assignees of Owner.
  
3. Failure to comply with the foregoing terms and conditions will result in this authorization agreement being null and void and the Owner being responsible for restoring all Association property to original condition within sixty (60) days from receipt of written notification by the Board of Managers.

(Owner) \_\_\_\_\_ Board Member \_\_\_\_\_  
(Address) \_\_\_\_\_ Board Member \_\_\_\_\_

**BRIARWEST TOWNHOUSE CONDOMINIUM ASSOCIATION**

6456 Burgoyne Houston, Texas 77057

713/785-8006 [briarwest@sbcglobal.net](mailto:briarwest@sbcglobal.net)

**OCCUPANCY INFORMATION**

The Condominium Declaration of the Briarwest Townhouse Condominium Association requires that a majority of Board of Managers certify that the current homeowner is in compliance with all provisions of the Declaration and By-Laws prior to signing the required First Right of Refusal for all home sales and leases. The following information is required to be on file for the Association records and will remain confidential.

Date \_\_\_\_\_

Current Homeowner \_\_\_\_\_

Address \_\_\_\_\_

**Prospective Homeowner/Refer:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ E-mail \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_

Employer \_\_\_\_\_ Phone \_\_\_\_\_

**Spouse/Roommate**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ E-mail \_\_\_\_\_

**Other Occupants**

Name \_\_\_\_\_ Age \_\_\_\_\_ Name \_\_\_\_\_ Age \_\_\_\_\_

**Vehicles**

Type \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ License \_\_\_\_\_

Type \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ License \_\_\_\_\_



Note: If additional vehicles will be parked on the property, please indicate on back of this page.

Pets:

Type \_\_\_\_\_ Weight \_\_\_\_\_ Breed \_\_\_\_\_ Age \_\_\_\_\_

Type \_\_\_\_\_ Weight \_\_\_\_\_ Breed \_\_\_\_\_ Age \_\_\_\_\_

In Case of Emergency, Notify:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

I/We certify that I/We have read the Briarwest Townhouse Association By-Laws and Community guidelines as outlined in the Lease Addendum which I/We have signed.

\_\_\_\_\_  
Signature(s) (Date)

# BRIARWEST TOWNHOUSES CONDOMINIUM ASSOCIATION

6456 BURGOYNE ROAD  
HOUSTON, TEXAS 77057  
713/785-8006  
[briarwest@sbcglobal.net](mailto:briarwest@sbcglobal.net)

## CLUBHOUSE-PARTY ROOM RULES

1. THE CLUBHOUSE, PARTY ROOM AND OFFICE ARE NO-SMOKING AREAS.
2. RESIDENTS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS.
3. ALL GUESTS ARE EXPECTED TO ABIDE BY THE GUIDELINES SET FORTH IN THE BY-LAWS OF THE BRIARWEST TOWNHOUSE ASSOCIATION. IN ACCORDANCE WITH ARTICLE VII, SECTION 8, PARAGRAPH (C): OWNERS EXERCISE EXTREME CARE TO AVOID MAKING OR PERMITTING TO BE MADE LOUD OR OBJECTIONABLE NOISE NOR SHALL ANY NUISANCE, OR IMMORAL OR ILLEGAL ACTIVITY BE COMMITTED OR PERMITTED UPON ANY PART OF THE COMMON ELEMENTS OF BRIARWEST TOWNHOUSES.
4. IN ACCORDANCE WITH HOUSTON FIRE CODE, NO BARBEQUE GRILLS MAY BE USED ON OR UNDER THE CLUBHOUSE BALCONY.
5. COOKING IS PROHIBITED IN THE CLUBHOUSE AREA.
6. THE RESERVATION OF THE PARTY ROOM DOES NOT INCLUDE THE USE OF THE SWIMMING POOL OR THE DOWNSTAIRS OF THE CLUBHOUSE.
7. KEYS TO THE PARTY ROOM MUST BE RETURNED THE NEXT DAY BY 9:00 A.M. A FIVE DOLLAR (\$5.00) FEE WILL BE ASSESSED IF THE KEY IS NOT TURNED IN WITHIN TWENTY- FOUR (24) HOURS.
8. THE \$50 DEPOSIT FEE IS RETURNABLE WHEN THE PARTY ROOM HAS BEEN CLEANED AND AN INSPECTION FOR DAMAGE HAS BEEN MADE BY A REPRESENTATIVE OF THE BOARD OF MANAGERS OR THE ASSOCIATION OFFICE. THE RESIDENT MAKING THE RESERVATION IS RESPONSIBLE FOR ANY DAMAGE.

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Date

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Name

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Date To Be Reserved

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Telephone Number



# BRIARWEST TOWNHOUSES - 6456 BURGOYNE

