

FIRST AMENDMENT TO AMENITIES FIXED FEE USAGE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Amenities Fixed Fee Usage Agreement is made by and between Briarhills Property Owners Association, a Texas non-profit corporation (BPOA), and Briarhills Homeowner’s Association a Texas non-profit corporation (BHOA).

1. DEFINITIONS

1.1 The “Amenities Fixed Fee Usage Agreement” shall mean and refer to the Amenities Fixed Fee Usage Agreement dated effective November 22, 2010, by and between BPOA and BHOA.

2. AMENDMENTS

2.1 Section 1.5 of the Amenities Fixed Fee Usage Agreement is amended to read as follows:

1.5 "**Renewal Term**"-shall mean and refer to the Renewal Term of this Amenities Fixed Fee Usage Agreement, which is April 15, 2011 to April 15, 2015.

2.2 Section 3.6 of the Amenities Fixed Fee Usage Agreement is amended to read as follows:

3.6 **Term.** This Agreement shall commence April 15, 2011 and remain in effect for a period of four (4) years, after which it shall be automatically terminated unless the BPOA and the BHOA mutually agree to the terms of any extension and/or renewal or it is terminated as provided herein. This Agreement may also be terminated at any time upon the mutual agreement in writing by both parties.

BRIARHILLS PROPERTY OWNERS ASSOCIATION

Date: 3-17, 2014

By: Warren Murdoch
Printed Name: Warren Murdoch
Its: President

Date: 17 March, 2014

By: Thomas Mikus
Printed Name: Thomas Mikus
Its: Secretary VP

BRIARHILLS HOMEOWNER'S ASSOCIATION

Date: 3-17, 2014

By: Brian Heil
Printed Name: BRIAN HEIL
Its: President

Date: 3-17, 2014

By: D. J. Parrish
Printed Name: D. J. PARRISH
Its: Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Warren Murdoch & Thomas Mikus President of Briarhills Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office on this 17th day of March, 2014.



Gina Marie Keller
Notary Public for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Brian Heil & Doug Parrish Secretary of Briarhills ^{Home} Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office on this 17th day of March, 2014.



Gina Marie Keller
Notary Public for the State of Texas

ANDREW P. SOY
NY Commission Expires
GINA MARIE KELLER

ANDREW P. SOY
NY Commission Expires
GINA MARIE KELLER

STATE OF TEXAS §
 §
COUNTY OF TEXAS §

Before me, the undersigned authority, on this day personally appeared Warren Murdoch & Thomas MUKUS^{Property Owners}, President of Briarhills Homeowner's Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office on this 17th day of March, 2014.



Gina Marie Keller
Notary Public for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF TEXAS §

Before me, the undersigned authority, on this day personally appeared Brian Heil & Doug Parrish, Secretary of Briarhills Homeowner's Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration, and in the capacity therein expressed.

Given under my hand and seal of office on this 17th day of March, 2014.



Gina Marie Keller
Notary Public for the State of Texas

RECEIVED
COMMUNICATIONS SECTION
SEP 2 1955

RECEIVED
COMMUNICATIONS SECTION
SEP 2 1955