

**NORTH BRIAR COMMUNITY ASSOCIATION  
POLICY RESOLUTION**

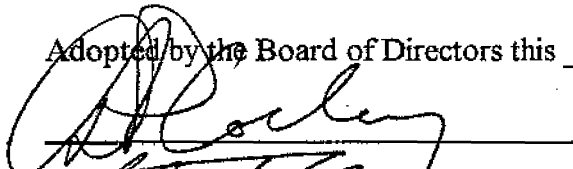
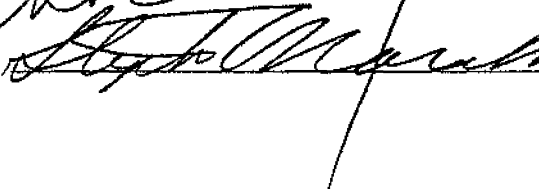
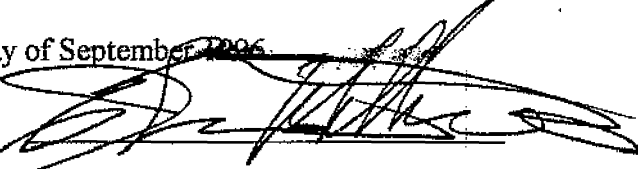

WHEREAS, North Briar Community Association (the Association) is charged by the Declaration of Covenants, Conditions and Restrictions for North Briar Community Association with the responsibility of enforcing the covenants, by-laws and regulations of the community: and

WHEREAS, the Board of Directors wishes to memorialize in its minutes its formal parking and towing policy:

NOW THEREFORE BE IT RESOLVED THAT the following parking and towing policy being pursued by North Briar Community Association is hereby adopted and ratified:

1. The parking lot at the recreation area is for the parking of vehicles of persons having business in the recreation area, including the pool and tennis courts, basketball court, clubhouse and other common area amenities.
2. The parking lot at the recreation is not to be used for overflow parking or visitor parking for residents. All violators will be towed pursuant to Texas Tow Statute, Title 116.
3. It is prohibited <sup>to</sup> park boats, buses, campers, trailers, recreational vehicles, semi-trucks and trailers, moving vans, construction vehicles or other similar vehicles in the parking lot at the recreation area. All such vehicles will be towed pursuant to Texas Tow Statute, Title 116.
4. Abandoned or inoperable vehicles parking in the recreation area parking lot (due to expired inspection tags, expired registration, flat tires or extensive damage) will be towed pursuant to Texas Tow Statute, Title 116.
5. All vehicles which are parking in the recreation area for more than 24 hours, without specific approval of the Board of Directors, will be towed pursuant to Texas Tow Statute, Title 116.

Adopted by the Board of Directors this 23 day of September 2006

Summary

DEED RESTRICTIONS

COUNTRY VILLAGE

1) Single Family Residential Construction

Single family residential dwelling is only structure allowed. Following limitations apply;

- a) Max. height - two and one half (2½) stories
- b) Garage not to exceed three (3) car capacity
- c) Detached servants quarters allowed as long as height does not exceed main dwelling.
- d) Implied - boarders not allowed.
- e) Car ports not allowed without approval of Deed Restriction Committee.

2) Architectural Control

No buildings or improvements of any type shall be allowed after original construction without approval of the Deed Restriction Committee.

3) Minimum Square Footage

Applicable to new construction only!

4) Location of improvements upon lot

No building or improvements will be permitted to encroach on the recorded plat front, side street or setback lines (except as noted in paragraph 5).

5) Composite Building Site

An owner of one or more adjoining lots may consolidate such lots, in which case the restriction on minimum distances to setback lines does not apply.

6) Utility Easements

Utility easements are reserved as shown and provided for on recorded plat. Damage done to any structure, improvements, trees, etc., is the sole responsibility of the owner.

7) Prohibition of Offensive Activities

Commercial enterprises, of any type, are prohibited. Noxious or offensive activity of any sort shall not be permitted. Storage areas, offices and signs must have approval of the Deed Restriction Committee.

8) Use of Temporary Structures

Any temporary structure used as a residence is not allowed. Temporary office buildings are permitted.

9) Storage of Automobiles, Boats, Trailers & Other Vehicles

Permanent and semi-permanent storage of such items and vehicles must be screened from public view.

10) Mineral Operations

No activity relating to the exploration and/or development of mineral deposits shall be permitted.

11) Animal Husbandry

Commercial husbandry shall not be permitted. Only common household pets (doges, cats, etc.) shall be allowed, up to a maximum of two per species.

12) Walls, Fences and Hedges

a) Max. height at front or side lot line - 3 ft.

b) Max. height side or rear - 6 ft. (subdivision I max. is 8 ft.) *Sec 143*

13) Visual Obstructions of the Intersection of Public Streets *Sec 2 is 6 ft*

14) Lot Maintenance *8 ft*

Owners are required to maintain the premise in an attractive manner and shall not use said lot for storage of materials and equipment except required for normal residential use. Other restrictions include;

a) Drying of clothes in full public view prohibited.

The association reserves the right to enter a lot, after 10 days written notice, to cut weeds, grass, or remove trash and rubbish and to otherwise place said lot in an attractive condition and may charge owner for the cost of such work.

15) Signs, Advertisements, Billboards

No sign of any type with the exception of a normal "For Sale" sign is permitted. Exceptions, by the Board of Directors.

16) Roofing Material

Wood shingles only unless otherwise permitted by the Architectural Control Committee.

17) Maximum Height of Antennae

No higher than ten (10) feet above roof of main structure, and none permitted forward of the front building line of lot.

18) Sidewalks

Lot owner required to construct sidewalk prior to completion of dwelling.

19) Underground Electrical Service

Lot owner is responsible for maintenance of underground cable from electric company's transformer to house. Electric company has right of easement for maintenance, etc. Owner shall also maintain meter loop in accordance with applicable codes.

20) The North Briar Community Association, Inc.

See Deed Restrictions for definitions of terms.

21) Maintenance Assessments

Lot owners have agreed by deed to pay the Association

1) Annual assessments and 2) special assessments for capital improvements.

22) Purpose of Assessments

All assessments levied shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

23) Maximum Annual Assessment

Maximum assessment is \$180.00 from date of conveyance until Jan. 1 of following year, thereafter the above sum may be increased by Board.

24) Special Assessments for Capital Improvements

Association has right to levy special assessment by two-thirds of a quorum of voters for improvements, maintenance, etc. of common areas.

25) Owner's Easement of Enjoyment

Owners have a right and easement of enjoyment in and to the Common Area unless lot owner is in arrears with regard to assessments.

26) Delegation of Use

Owners may delegate rights of enjoyment to the Common Area to others who reside on the property.

27) Membership and Voting Rights

Every owner of a lot which is subject to assessment shall be a member of the Association.

28) Rate of Assessment

Non-occupied lots shall be assessed at full rate except where ownership rests with First General Realty Corp., a builder, or a building company in which case the rate will be one-half the annual assessment.

29) Date of Commencement of Annual Assessments

Due Dates shall be established by the Board of Directors.

30) Effect of Non-Payment of Assessments

Assessments not paid within 30 days of due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring action at law for specific performance or foreclose the lien against the property.

31) Subordination of Lien

The lien of the assessment shall be subordinate to the lien of any first mortgage and transfer or sale of said lot shall not affect the assessment lien.

32) Enforcement

The Association or any owner shall have the right to enforce in law or in equity all restrictions, conditions, covenants, reservations, liens and charges as defined in the Deed Restrictions. Failure to do so will not be deemed a waiver of the right to do so thereafter so as to imply a precedent.