

**SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS**  
*for*  
**NORTH BRIAR COMMUNITY ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the authorized representative of North Briar Community Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for North Briar Community Association, Inc.", "Supplemental Notice of Dedicatory Instrument for North Briar Community Association, Inc." and "Supplemental Notice of Dedicatory Instrument for North Briar Community Association, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. U412809, 20070614109 and RP-2020-61450 (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following documents are Dedicatory Instruments governing the Association.


- **Charter of the Architectural Control Committee of the Country Village/North Briar Community Association, Inc.**
- **Resolution to Adopt an Assessment Collection Policy for Northbriar Community Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 21<sup>st</sup> day of July, 2021.

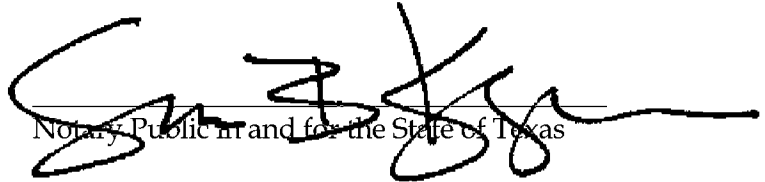
**NORTH BRIAR COMMUNITY  
ASSOCIATION, INC.**

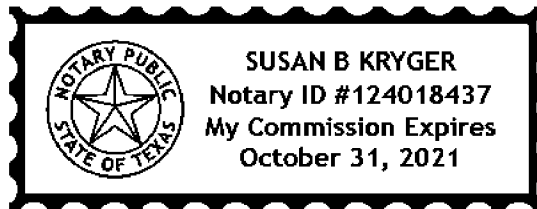
By:   
Eric B. Tonsul, authorized representative

RP-2021-412850

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 21<sup>st</sup> day of July, 2021 personally appeared Eric B. Tonsul, authorized representative of North Briar Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



RP-2021-412850

**CHARTER OF THE ARCHITECTURAL CONTROL COMMITTEE OF THE  
COUNTRY VILLAGE / NORTH BRIAR COMMUNITY ASSOCIATION, INC.**

WHEREAS, Article III, Section C (1) of the Bylaws states that “The Board is responsible for the affairs of the Association and has all of the powers and duties necessary for the administration or the Association’s affairs.”

WHEREAS, Article V of the Bylaws states, “The Board is hereby authorized to establish committees to perform such tasks and to serve for such period as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee established by the Board will operate in accordance with the terms of the resolution of the Board designating the committee and in accordance with such rules as are adopted by the Board. All committees will be vested with advisory powers only and are not authorized to act on behalf of the Board, unless otherwise specifically authorized by the Board or the Dedicatory Instruments. All committee members must be members of the Association.”

NOW THEREFORE, be it resolved that an Architectural Control Committee shall be established, and that the following procedures for this committee be adopted and implemented herewith:

**Purpose:**

The Architectural Control Committee ensures compliance with aesthetic standards established by the Association in order to maintain the beauty and character of Country Village/North Briar and to safeguard standards that might affect value of the property. The Architectural Control Committee shall conduct its business in the best interest of the Association and in accordance with this Charter, The Associations Articles of Incorporation, Restrictions and Bylaws.

**Membership:**

- The Architectural Control Committee shall consist of 3 – 5 members and is formed as follows:
- The Board shall appoint the Chair of the Architectural Control Committee and its committee members. The Architectural Control Committee may recommend homeowners to the Board for appointment.
- Members appointed to the Architectural Control Committee by the Board shall be members of the Association.
- Current Board members, Current Board member spouses or a person residing in a current Board member’s household may not serve on the committee.
- Architectural Control Committee members shall serve at the pleasure of the Board.

**Committee Chair:**

- The Committee Chair shall be appointed by the Board. Once appointed, the committee members cannot elect a different chairperson. However, the committee members may make a request to the Board for appointment of a new chairperson.

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**Vacancies:**

- The Board may remove a member of the Architectural Control Committee with or without cause. The Architectural Control Committee may vote to recommend removal of its Chairperson or any Committee Member to the Board with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.

**Responsibilities:**

Responsibilities include, but shall not be limited to:

- Have a thorough understanding of what is and is not allowed in the community.
- Be consistent and diligent in maintaining the standards set forth in the Bylaws and the Restrictions of the Association.
- Use the governing documents as the standards for assessing Member compliance.
- Be able to reference the section of the governing documents that lead to their decisions.
- Impartially hold all Members to the same standard.
- Review owners' submitted plans for construction improvements and external alternations of their homes and lots for approval.
- Approve/deny submitted plans within 30 days of receiving the application from the Owner.
- Monitor the completion of the work in accordance with the approved plans.
- Refrain from discussing personal owner contact information with the general membership.
- Refrain from discussing compliance violations with the general membership.

**Reporting:**

- Copies of correspondence and other related materials developed to enable the Architectural Control Committee fulfill its function should be forwarded to the Community Manager for record keeping.
- Extra consideration may be needed for information, reports, and decisions, which are of a confidential nature. If information must be presented that falls into this category, care must be maintained to ensure the confidentiality of the association member.

**Code Compliance**

- Ensuring compliance with state and local building codes is not the duty of the Architectural Control Committee and it has no jurisdiction over their enforcement.
- Code compliance is the duty of the City of Houston
- The Architectural Control Committee may, but shall not be obligated to, advise owners that separate approvals may be required from the City of Houston.
- In addition, obtaining a building permit from the City of Houston does not automatically give approval by the Association, and approval by the Architectural Control Committee does not negate the need for a building permit should one be required.

I agree to abide by the Guidelines of the Architectural Control Committee.

\_\_\_\_\_ **Committee Chair/Member**

\_\_\_\_\_ **Date**

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This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

RESOLUTION TO ADOPT AN  
ASSESSMENT COLLECTION POLICY  
FOR  
NORTH BRIAR COMMUNITY ASSOCIATION, INC.

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*WIIEREAS* North Briar Community Association, Inc. (the "Association") is a Texas Nonprofit Corporation duly organized as the *corpus juris* of the neighborhood known as Country Village in Houston, Texas

*WIIEREAS* the Board of Director's (the "Board") of the Association is authorized by the Association's *Restrictions* to collect Annual Assessments, Special Assessments, Specific Assessments, and other lawful charges imposed by the Association

*WIIEREAS* the Board desires to adopt an assessment collection policy consistent with the Association's *Restrictions* and state law

*WHEREAS* the Association held a duly called meeting on the 21st day of September 2020, with at least a quorum of the Board members being present and remaining throughout and being duly authorized to transact business

*WHEREAS* on the same 21<sup>st</sup> day of September 2020, and at the same duly called meeting annunciated herein, the board unanimously approved the assessment collection policy attached hereto

Now, therefore, the Board, through this instrument hereby *RESOLVES* that the collection policy attached hereto be adopted and implemented by the this and every henceforth Board.

Signed and resolved this 15<sup>th</sup> day of November 2020:



Wenni Guo  
*President*

# ASSESSMENT COLLECTION POLICY

**Section 1. Definitions.** Capitalized terms used in this Policy have the following meanings:

- 1.1. **Assessment** - Collectively, the Annual Assessments, Special Assessments, Specific Assessments, and other lawful charges imposed by the Association as provided in Section 21 of the Restrictions.
- 1.2. **Restrictions** - The instrument entitled "Restrictions" recorded in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File Nos. D888693, E379081, E665610, and all amendments and supplements thereto.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Restrictions.

**Section 2. Due Date.** Each Annual Assessment is due and payable in advance on January 1st of each calendar year. The due date for a Special Assessment will be established at the time the Special Assessment is approved. A Specific Assessment is due as provided in the Declaration.

**Section 3. Interest.** If an Assessment is not paid in full within thirty (30) days of the due date, the Assessment will bear interest from the due date at a rate of ten percent (10%) per annum.

**Section 4. Cost Recovery.** As provided in the Declaration, each Assessment, together with interest, costs and reasonable attorney fees, is secured by a continuing lien upon each Lot and is the personal obligation of the Owner. All costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempting to collect, Assessments will be assessed against the Lot and become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, and attorney fees.

**Section 5. Delinquency Date.** The date an Assessment is deemed to be delinquent is the 30th day after the date the Assessment becomes due, unless otherwise provided in the Declaration.

**Section 6. Notices.** All notices sent to the Owner, as provided below, must set forth the amount then due.

- 6.1 **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 6.2 **Final Delinquent Notice.** The Association shall, prior to referring a delinquent account to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's right to use the Common Area is to be suspended, the notice shall include the provisions required by

Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code as a separate notice.

These are the minimum notices that shall be sent to the Owner. As a courtesy, the Board will endeavor to follow the collection notice process attached as Exhibit A.

**Section 7. Payment Plan and Partial Payments.** The Final Delinquent Notice will notify the Owner of the opportunity to request a payment plan in accordance with Section 209.0062 of the Texas Property Code. Owner can request a payment plan if account is not already at the Association's Attorney for collections. Owner must complete the payment plan form and return. If the Owner requests additional time than what is referenced on the payment plan form it must be done in writing on the same form with the homeowner's initials. Owner shall not be charged interest while on an active payment plan. All payment plans will be reported on monthly basis during the HOA Board Meeting by Management Company to allow for Treasurer and Board to ensure all payment plans are accurate. If a homeowner's balance is more than one year's assessment, Owners account will be forwarded to the Board for approval. The Board can request a down payment prior to payment plan in the amount deemed equitable but not greater than one year's assessment amount. Owner shall be removed from payment plan if Owner becomes delinquent and does not comply with agreed upon terms at which the Association shall resume the next step(s) of collection process which includes interest charge. Partial payments made pursuant to a payment plan agreement shall be posted in accordance with Section 209.0063 of the Texas Property Code

**Section 8. Dishonored Checks.** Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check-processing fee in the amount of \$25.00 to offset the additional processing involved. A dishonored check notice may (but is not required to) be sent to the Owner requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check will be charged against the Owner's account and the amount of the dishonored check will be reposted to the Owner's account as allowed by law. An Owner is responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

**Section 9. Owner's Mailing Address.** The lot subject to Assessment is the Owner's default mailing address. It is the responsibility of each Owner of a Lot in the Subdivision to provide the Owner's mailing address to the Association and to promptly notify the Association in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is Owner's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail. An Owner that disputes the mailing address listed in the Association's records must be able to prove the Association's acceptance of the Owner's change of address.

**Section 10. Referral of Account to Association's Attorney.** Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, negotiating payment plans, filing a lawsuit against the Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing the Association's lien on the Lot and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

**Section 11. Required Action.** No provision in this Policy will be construed to require the Association to take any of the actions included herein. The Association's Board of Directors has at all times the right to evaluate each delinquency on a case-by-case basis and proceed with collection activity as it reasonably deems to be necessary and appropriate, unless otherwise prescribed by Texas law.

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**Exhibit A  
Collection Notice Process**

Notice 1	Statement for Annual Assessment	Mail statement in November. This must be done prior to December 1 <sup>st</sup> in order to be 30 days prior to the due date of January 1 <sup>st</sup> .
Notice 2	Courtesy Notice included on Statement	Management company to include Courtesy Notice on Statement that assessment was due January 1. Includes statement about Payment Plan. Issued in January
Notice 3	Delinquency Account Notice included on Statement	Management company to include Delinquency Account Notice on Statement that assessment was due on January 1 <sup>st</sup> , advising that interest of 10% is now being charged to the account. Includes statement of Payment Plan and warning of further action if the account is not paid. Issued in February.
Notice 4	Final Notice included on Statement	Management company to include Final Notice on Statement that Assessment was due January 1. Includes statement of Payment Plan and warning of additional action, including suspension of amenity privileges and/or account referral to an attorney, lien service or collection agency. Issued in March.
Notice 5	Pre-Referral Statutory Notice	Management company to issue via Certified Mail this separate Pre-Referral Statutory Notice. This allows 30 days to resolve the account with either full payment or a payment plan. Issued in April.
Notice 6	Post Final Notice included on Statement	Management company to include Post Final Notice on Statement that Assessment was due January 1. Includes statement of Payment Plan and warning of additional action, including suspension of amenity privileges and/or account referral to an attorney, lien service or collection agency. Issued in May.
Board review of Accounts		Delinquent accounts with a balance equal to and/or greater than the annual assessment dues are forwarded to the attorney's office for collection after the 30-day expiration of the pre-referral statutory notice. Accounts below the set threshold and not on a payment plan are reviewed at the monthly Board meetings for the Board to determine next steps.
Notice 8	Post Referral Notice included on Statement	Management company to include Post Referral Notice on Statement that the Assessment was due January 1. Includes a statement that the account <u>has now been</u> referred to an attorney, lien service or collection agency. Issued in June.
Board review of Accounts		Board review of Attorney collection efforts.

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# Pages 10  
07/21/2021 03:36 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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