

5  
NOTICE  
X

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

102  
100

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

20070614109  
10/09/2007 RP3 \$32.00

The undersigned, being the Managing Agent for North Briar Community Association, Inc., a property owner's association as defined in Section 202.001 of the Texas Property Code ("the Association"), hereby supplements the "Notice of Dedicatory Instruments for North Briar Community Association, Inc." filed of record in the Official Public Records of Real Property of Harris County, Texas under Harris County Clerk's File No. U412809 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instrument. In addition to the Dedicatory Instrument identified in the Notice, the following document is a Dedicatory Instrument governing the Association.
  - a. North Briar Community Association Policy Resolution (referenced in Notice, however it was inadvertently not attached).
  - b. Rules Affecting Tennis Courts under the Jurisdiction of the North Briar Community Association, Inc.

True and correct copies of such Dedicatory Instrument 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 Instrument attached to this Supplemental Notice are true and correct copies of the originals.

Executed on this 3 day of October, 2007.

FILED  
2007 OCT -9 PM 3:17  
*Beverly L. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

NORTH BRIAR COMMUNITY ASSOCIATION,  
INC.

By: Residential Community Management,  
Managing Agent

*Carmen Montes*  
Carmen Montes, Project Manager

RP 050-01-1012

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this day personally appeared Carmen Montes, Project Manager for Residential Community Management, Managing Agent for 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 she executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 3 day of October, 2007, to certify which witness my hand and official seal.

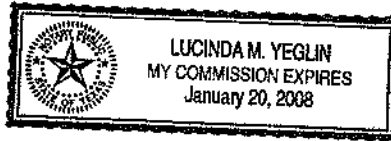
*Lucinda M. Yeglin*

Notary Public in and for the State of Texas

Return to:

Butler & Hailey, P.C.  
1616 S. Voss, Suite 500  
Houston, Texas 77057

✓✓



132185

RP 050-01-1013

**NORTH BRIAR COMMUNITY ASSOCIATION  
POLICY RESOLUTION**

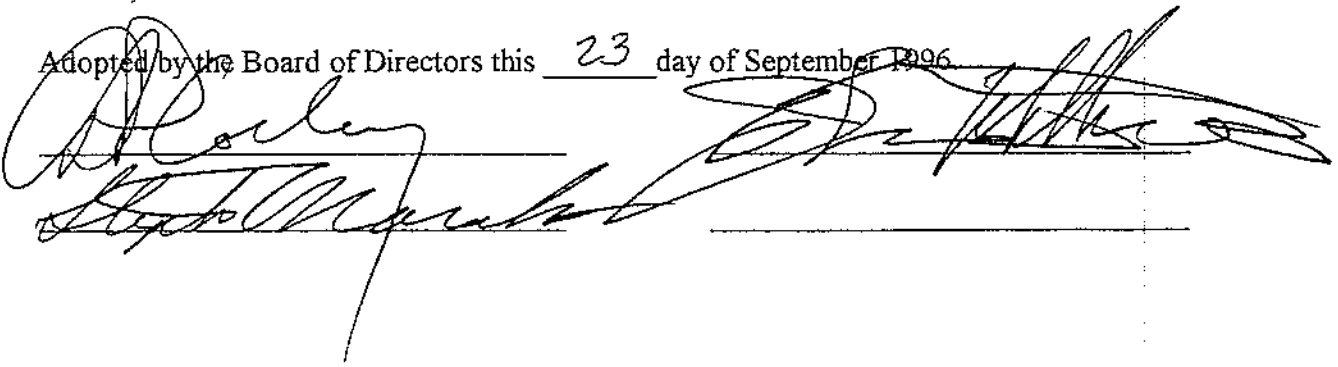
WHEREAS, North Briar Community Association (the Association) is charged by the Declaration of Covenants, Conditions and Restrictions for North Briar Community Association with the responsibility of enforcing the covenants, by-laws and regulations of the community: and

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 1996

  
\_\_\_\_\_

PP 250-27-1214

**RULES AFFECTING TENNIS COURTS UNDER THE JURISDICTION OF THE NORTH  
BRIAR COMMUNITY ASSOCIATION, INC.**

1. For the purposes of the Rules stated herein, the term "Owner" shall mean:
  - (a) a person whose name is on the deed to a property under the jurisdiction of the *North Briar Community Association, Inc.* (Association), i.e., a "Record Owner;" or
  - (b) the minor children of a Record Owner; or
  - (c) the Immediate Family of a Record Owner. "Immediate Family" shall mean the mother, father, spouse or adult children of a Record Owner who permanently reside on the Record Owner's property; or
  - (d) a person to whom a Record Owner has delegated rights to use the tennis courts in accordance with Paragraph 26 of the applicable restrictive covenants. "Family" as used in Paragraph 26 of the restrictive covenants shall have the same meaning as Immediate Family in 1(c) above.
2. All tennis courts under the jurisdiction of the Association are reserved for the exclusive use of Owners and their guests.
3. An Owner must be in Good Standing with the Association in order to use the tennis courts. "Good Standing" shall mean that the Owner is current in the payment of assessments and related charges.
4. All non-owners, non-residents and/or guests using the tennis courts must be accompanied by an Owner at all times.
5. An Owner shall not have more than three (3) guests on a tennis court without the express written consent of the Association's *Board of Directors* (Board).
6. Any person using the tennis courts must present proof of residence and a driver's license or state issued identification card upon the request of: (a) a member of the Association's Board; or (b) the Association's security director as appointed by the Board; or (c) a law enforcement officer.
7. No tennis courts shall be used by an Owner to provide, nor shall an Owner cause to be provided, tennis lessons or services of any kind, whether for pay or not, to any non-owner and/or non-resident without the express written consent of the Board.
8. An Owner may receive tennis lessons on an Association tennis court from not more than one person retained by the Owner to provide such lessons.
9. Unless specifically authorized above, no tennis court shall be used for any commercial purpose, whether for profit or not, without the express written consent of the Board.

10. Any use of the tennis courts that does not comply with these Rules must be approved in writing by the Board.

11. The Board may suspend an Owner's right to use the tennis court(s) upon a violation of one or more of these Rules.

132141/3006/10001

NOT PROHIBITED 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 on

OCT - 9 2007



*Candice L. Keyman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

132141/3006/10001